

AGREEMENT

between

**AMERICAN AIRLINES**  
and  
**TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO**

covering

STOCK CLERK AND CREW CHIEF STOCK CLERK EMPLOYEES

of

**AMERICAN AIRLINES, INC.**

Effective date – April 15, 2003

## INDEX

ARTICLE 1 – RECOGNITION AND SCOPE	1
ARTICLE 2 – DEFINITIONS	10
ARTICLE 3 – HOURS OF WORK	12
ARTICLE 4 – COMPENSATION	15
ARTICLE 5 – SHIFT DIFFERENTIAL	23
ARTICLE 6 – OVERTIME	24
ARTICLE 7 – HOLIDAYS	29
ARTICLE 8 – VACATIONS	34
ARTICLE 9 – PROBATIONARY PERIOD	45
ARTICLE 10 – SENIORITY	46
ARTICLE 11 – CLASSIFICATIONS AND QUALIFICATIONS	48
ARTICLE 12 – PROMOTIONS AND JOBS TO BE POSTED	58
ARTICLE 13 – SYSTEM SENIORITY LIST	81
ARTICLE 14 – LOSS OF SENIORITY	83
ARTICLE 15 – REDUCTION IN FORCE	85
ARTICLE 16 – RECALL	88
ARTICLE 17 – LEAVES OF ABSENCE	91
ARTICLE 18 – MILITARY LEAVE	97
ARTICLE 19 – TERMINATION OF EMPLOYMENT	99
ARTICLE 20 – BULLETIN BOARDS	100
ARTICLE 21 – WORK SCHEDULES	101
ARTICLE 22 -	102
ARTICLE 23 – ATTENDANCE AT HEARINGS, INVESTIGATIONS OR TRAINING CLASSES	103
ARTICLE 24 – ABSENCE FROM DUTY	105
ARTICLE 25 – RECALL AND CALL-IN WORK	106
ARTICLE 26 – FIELD WORK	109
ARTICLE 27 – GENERAL	110
ARTICLE 28 – NO DISCRIMINATION, AND RECOGNITION OF RIGHTS AND COMPLIANCE	114
ARTICLE 29 – REPRESENTATION	116
ARTICLE 30 – DISMISSAL	119
ARTICLE 31 – GRIEVANCE PROCEDURE	120
ARTICLE 32 – BOARDS OF ADJUSTMENT	122
ARTICLE 33 – NO STRIKE – NO LOCKOUT	128
ARTICLE 34 – SICK LEAVE	129
ARTICLE 35 – TEMPORARY EMPLOYEES	136
ARTICLE 36 – MEAL PERIODS	137
ARTICLE 37 – SEVERANCE ALLOWANCE	138
ARTICLE 38 – UNION SECURITY	140
ARTICLE 39 – PHYSICAL EXAMINATION	146
ARTICLE 40 – PENSION	150
ARTICLE 41 – BENEFITS	155
ARTICLE 42 – JOB SECURITY	168

ARTICLE 43 – PART TIME EMPLOYEES	174
ARTICLE 44 – MOVING EXPENSES/OPTIONAL SEVERANCE FOR PROTECTED EMPLOYEES	188
ARTICLE 45 – ONE-STATION COMPLEX AGREEMENTS	190
ARTICLE 46 – EFFECT ON PRIOR AGREEMENTS	192
ARTICLE 47 – DURATION OF AGREEMENT	197
LETTERS OF MEMORANDA	202

AGREEMENT

between

**AMERICAN AIRLINES, INC.**

and

**TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO**

covering

STOCK CLERK AND CREW CHIEF STOCK CLERK EMPLOYEES

of

**AMERICAN AIRLINES, INC.**

Effective date – April 15, 2003

**PREAMBLE**

THIS AGREEMENT entered into this 15th day of April, 2003 by and between AMERICAN AIRLINES, INC. (sometimes referred to as the "Company") and TRANSPORT WORKERS UNION OF AMERICA AFL-CIO (sometimes referred to as the "Union"), as representative of the employees in the classifications listed, pursuant to the terms of the Railway Labor Act, as amended, in the mutual interest of the employees and of the Company to promote the safety and continuity of air transportation, to further the efficiency and economy of operations, and to provide orderly collective bargaining relations between the Company and its employees, a method for the prompt and equitable disposition of grievances, and for the establishment of fair wages, hours and working conditions for the employees covered under this Agreement. In making this Agreement, both the Company and the employees recognize their duty to comply with the terms of this Agreement and to cooperate fully, both individually and collectively, for the accomplishment of the intent and purpose of this Agreement.

1 **ARTICLE 1 - RECOGNITION AND SCOPE**

2  
3 (a) The Company recognizes the Union as the exclusive and sole collective  
4 bargaining agency for all employees within the United States within the classifications of  
5 work enumerated, pursuant to the certification from the National Mediation Board dated  
6 November 28, 1945, together with the National Mediation Board's File No. C-2380 dated  
7 November 28, 1955.

8  
9 (b) It is intended that work now being performed (and to the extent it will continue to  
10 exist) will be performed by employees covered by this Agreement, except that nothing  
11 will prohibit the Company from scheduling or assigning any employee to perform work in  
12 any classification under the Maintenance and/or Stores Agreements, under the  
13 provisions of Article 1 and Article 11 of this agreement and Article 11 of the  
14 Maintenance Agreement. It is further understood that although the parties do not intend  
15 by this Article to give to employees covered by this Agreement work currently being  
16 performed by other Company employees, covered or uncovered, or to take away from  
17 employees covered by this Agreement work currently being performed by them, the  
18 scheduling and assignment of employees under the provisions of Article 1 and Article  
19 11 of this Agreement and Article 11 of the Maintenance Agreement to perform this work  
20 are not contrary to this intent.

21  
22 The Company may determine the location and number of Stock Clerk positions required  
23 to support the operations, subject to the provisions of Article 42 of this Agreement and  
24 in accordance with Article 11 of the Maintenance Agreement.

25  
26 It is understood and agreed that the work to be performed by employees covered by this  
27 Agreement does not include related indirect work performed by employees such as  
28 supervisors, management specialists, managers, planners, professional employees,  
29 flight crews, dispatchers, office and clerical employees, agents, clerks, production  
30 assistants, staff assistants and skycaps.

31  
32 (c) It is understood that in an emergency, supervisors and other employees may  
33 perform or assist in performing any work that may be necessary to complete a particular  
34 operation. Where employees are reasonably available in point of time adequately to  
35 handle a situation on a regular, overtime, or field trip basis, the situation will not be  
36 deemed to be an emergency within the meaning of this paragraph.

37  
38 (d) Contracting Out of Work. In the interest of providing stable employment but  
39 nevertheless to permit the Company to maintain and continue the development of air  
40 transportation under applicable laws, the Company will perform work to the extent  
41 performed under this Agreement as its present employees, covered under this  
42 Agreement, have the normal time and the skills to perform, and for which the Company  
43 can reasonably make available the necessary facilities.

44  
45 (1) Additionally, it is agreed that the Company may continue to contract out  
46 work not exceeding the scope of its present contracting out practices. The

47 Company will provide to the Union, in January and July of each year, a report,  
48 which indicates the extent of the Stock Clerk work, which has been contracted  
49 out.

50  
51 (2) It is understood that nothing in this Article requires the maintenance of the  
52 present volume of work.

53  
54 (3) At the request of the Director of the Air Transport Division of the Union,  
55 discussions may be initiated with the Vice President – Employee Relations,  
56 quarterly or on reasonable request, to ascertain the amount and type of work  
57 under this Agreement which has been contracted out during the previous  
58 calendar quarter for purposes of assuring consistency with the obligation of  
59 Article 1 (d) (1) of this Agreement.

60  
61 (4) The time limit for grievances filed under Article 29(d) involving contracting  
62 out will be six (6) months from the date on which the contracting out commenced  
63 or, in the case of a substantial expansion of prior contracting out, six (6) months  
64 from the date of the substantial expansion.

65  
66 (e) It is the intent of the parties that the above language represents an attempt in  
67 contract language to express the meaning of the letter by Mr. C. R. Smith, dated March  
68 9, 1950.

69  
70 (f) Merger, Purchase, or Acquisition of Another Company: In the event of a merger,  
71 purchase, or acquisition of another company, involving that entire company or a  
72 substantial portion of that company, by the Company, the TWU and the Company will  
73 meet to discuss the merger, purchase, or acquisition. The Company will provide the  
74 TWU with information concerning the proposed merger, purchase, or acquisition at the  
75 earliest feasible time to allow for the Union to prepare for those discussions. Those  
76 discussions will include the impact of the merger, purchase, or acquisition upon the  
77 TWU represented employees.

78  
79 (1) The integration of the seniority lists of the respective employee groups will  
80 be governed by the provisions of Sections 3 & 13 of Allegheny-Mohawk, 59 CAB  
81 22 (1972), provided that no employee on the master seniority list will be  
82 adversely impacted in rates of pay, hours, or working conditions by the  
83 integration.

84  
85 (2) The rates of pay, rules and working conditions contained in the Basic  
86 Agreement, as amended, will not be open for collective bargaining in the event of  
87 a merger nor will the TWU or the Company have any obligation to bargain upon  
88 changes thereto, except as provided in Article 47 – Duration of the Basic  
89 Agreement.

90  
91 (3) The parties agree to submit to final and binding arbitration by an arbitrator  
92 approved by the National Mediation Board all disputes between the TWU and the

93 Company, which are not settled in the meetings provided above within six (6)  
94 months of the effective date of the merger. The costs of the arbitration will be  
95 shared equally by the parties and there will be only one such arbitration  
96 proceeding which will be the sole and exclusive remedy for all such disputes.  
97

98 (4) It is understood that the provisions of Article 1(f)(1), (2), and (3) will not  
99 apply to the Company's purchase of assets of another airline which does not  
100 result in the integration of employees.  
101

102 (g) Merger, Purchase, or Acquisition by another Company: In the event of a merger,  
103 purchase, or acquisition of the Company by another company, the TWU and the  
104 Company will meet to discuss the merger, purchase, or acquisition. The Company will  
105 provide the TWU with information concerning the proposed merger, purchase, or  
106 acquisition at the earliest feasible time to allow for the Union to prepare for those  
107 discussions. Those discussions will include the impact of the merger, purchase, or  
108 acquisition upon the TWU represented employees.  
109

110 (h) Labor Protection Provisions: In the event of a merger, purchase, or acquisition of  
111 the Company by another Company, the integration of the seniority lists of the respective  
112 employee groups will be governed by the provisions of Sections 3 & 13 of Allegheny-  
113 Mohawk, 59CAB22 (1972). The employee groups of each carrier will remain separated  
114 until such time as the seniority lists are integrated in accordance with this paragraph.  
115

116 (i) Successorship:  
117

118 (1) The agreement will be binding upon any Successor. The Company will not  
119 bring a single step or multi-step Successorship Transaction to final conclusion  
120 unless the successor agrees, in writing, to:  
121

122 (a) recognize the TWU as the representative of employees on the  
123 TWU System Seniority list consistent with the Railway Labor Act, as  
124 amended;  
125

126 (b) employ the employees on the TWU System Seniority list in  
127 accordance with the provisions of this Agreement;  
128

129 (c) assume and be bound by this Agreement.  
130

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

139  
140  
141  
142

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

142 **ATTACHMENT 1.1 - CONTRACTING OUT WORK**

143

144 March 9, 1950

145

146 Mr. Francis A. O'Neill

147 Chairman

148 National Mediation Board

149 Washington, D.C.

150

Re: Contracting Out Work

151 Dear Mr. O'Neill:

152

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

156

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

162

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

171

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

176

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

182

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

188  
189  
190  
191  
192  
193  
194  
195  
196

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

Sincerely yours,

C. R. Smith  
President

196 **ATTACHMENT 1.2 - NEW TWU CITIES**

197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235

AMERICAN AIRLINES, INC.  
P.O. Box 619616  
DFW Airport, Texas 75261 -9616

May 5, 1989

Mr. John J. Kerrigan  
International Vice President  
Director-Air Transport Division  
Transport Workers Union of America, AFL-CIO  
80 West End Avenue  
New York, New York 10023

Re: New TWU Cities

Dear Mr. Kerrigan:

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

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

Very truly yours,

Charles A. Pasciuto  
Vice President  
Employee Relations

Agreed to this date:

John J. Kerrigan

235 **ATTACHMENT 1.3 - CONTRACTING OUT WORK**

236

237

AMERICAN AIRLINES, INC.

238

P. O. Box 619616

239

DFW Airport, Texas 75261-9616

240

241 August 15, 1995

242

243 Mr. Edward R. Koziatek

244 Director, Air Transport Division

245 AA System Coordinator

246 Transport Workers Union of America, AFL-CIO

247 1848 Norwood Plaza, Suite 112

248 Hurst, Texas 76054

249

250 Re: Contracting Out Work

251

252 Dear Mr. Koziatek:

253

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

258

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

262

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

265

266 Very truly yours,

267

268

269 Jane G. Allen

270 Vice President

271 Employee Relations

272

273 Agreed to:

274 Edward R. Koziatek

275

275 **ATTACHMENT 1.4 - SEAT MILES SCHEDULED BY COMMUTER AIR CARRIERS**

276

277

AMERICAN AIRLINES, INC.

278

P. O. Box 619616

279

DFW Airport, Texas 75261-9616

280

281 August 15, 1995

282

283 Mr. Edward R. Koziatek

284 Director, Air Transport Division

285 AA System Coordinator

286 Transport Workers Union of America, AFL-CIO

287 1848 Norwood Plaza, Suite 112

288 Hurst, Texas 76054

289

290 Re: Seat Miles Scheduled by Commuter Air Carriers

291

292 Dear Mr. Koziatek:

293

294 This will confirm our discussions leading to signing of the agreement dated August 15,  
295 1995 in which we discussed provisions for the future schedules of commuter air carriers  
296 relative to American Airlines.

297

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

304

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

309

310 Very truly yours,

311

312 Jane G. Allen

313 Vice President

314 Employee Relations

315

316 Agreed to:

317 Edward R. Koziatek

318 **ARTICLE 2 - DEFINITIONS**

319  
320 (a) "Employee" will mean an employee in the classifications covered by this  
321 Agreement.

322  
323 (b) "He" or any other masculine pronoun will be understood to designate any  
324 employee, whether male or female.

325  
326 (c) Classifications descriptions, as used in this Agreement, are defined in Article 11.

327  
328 (d) The term "Company" as used in this agreement will refer to American Airlines  
329 Inc.

330  
331 (e) The term "Successor" as used in this agreement will include, without limitations,  
332 any assignee, purchaser, transferee, administrator, receiver, executor and/or trustee of  
333 the Company or of all or substantially all of the equity securities and/or assets of the  
334 Company.

335  
336 (f) The term "Successorship Transaction" as used in this agreement will mean any  
337 transaction, whether single step or multi-step, that provides for, results in, or creates a  
338 Successor.

339  
340 (g) The term "Affiliate" as used in this Agreement will mean (a) any entity that  
341 controls the Company or any entity that the Company controls, and/or (b) any other  
342 corporate subsidiary, parent, or entity controlled by or that controls any entity referred to  
343 in (a) above.

344  
345 (h) "Qualification" will mean all requirements, other than qualifying tests, which may  
346 be considered necessary by the Company for the particular type of work to be  
347 performed, and specified in advance in writing or in the Qualification and Administration  
348 Manual (QAM).

349  
350 (i) "Qualifying test" will mean the tests for competency in a particular classification  
351 or type of work, as established in the Qualifications and Administration Manual (QAM).  
352 All employees hired or transferring into the Stock Clerk classification prior to August 15,  
353 1995, will be exempt from such qualifying test.

354  
355 (j) "Department head", "chief operating officer" or any other management title  
356 referred to in the Agreement will mean that individual or any other person properly  
357 designated and appointed by him to act in his stead.

358  
359 (k) References to the titles of Union officials will mean that individual or any other  
360 person properly designated and appointed by the Union to act in it's stead.  
361

- 362 (l) "On call" will mean an employee's status who has been instructed to remain or  
363 stand by at a station, shop, hangar or other location in order to begin work, immediately  
364 upon the work becoming available.  
365
- 366 (m) "Protected employee" will mean all employees covered by the job security  
367 provisions of Article 42. The term "unprotected employee" will mean all employees not  
368 covered by the job security provisions of Article 42.  
369
- 370 (n) "Chart rate" will mean those regular hourly rates of pay appearing in Article 4.  
371 The term "regular hourly rate", "regular pay", "pay as if working" or "base hourly rate" will  
372 mean the "chart rate" plus any applicable longevity pay, premiums and/or differentials.  
373
- 374 (o) "Classification seniority" (pay seniority) will govern pay raises and placement on  
375 the appropriate pay scale. This seniority is governed by the applicable Articles of this  
376 Agreement.  
377
- 378 (p) "Company seniority" will be the time based on the employee's hire date with the  
379 Company. This seniority is governed by Company policy.  
380
- 381 (q) "Occupational Seniority" will be the Occupational Group Title seniority referred to  
382 in Article 10 of this agreement.  
383
- 384 (r) "Status" denotes if an employee is either full time (full time status) or part time  
385 (part time status).  
386
- 387 (s) The term "Emergency" will mean a sudden, generally unexpected occurrence or  
388 set of circumstances demanding immediate action.  
389
- 390 (t) "Will" has the same meaning as the word "shall".

391 **ARTICLE 3 - HOURS OF WORK**

392  
393 (a) The workday will consist of a twenty-four (24) hour period beginning at 12 o'clock  
394 midnight and a regular day's work will consist of eight (8) hours, exclusive of meal  
395 periods.

396  
397 (b) The workweek and pay week will consist of seven (7) consecutive days  
398 beginning at 12:01 a.m. Saturday. The regular weekly work schedule will consist of a  
399 guaranteed five (5) workdays of eight (8) hours each within the workweek at the  
400 applicable rate of pay.

401  
402 (c) Each employee will be scheduled two (2) days off during each workweek. The  
403 Company will make every reasonable effort to arrange work schedules so that,  
404 whenever practicable, those days will be Saturday and Sunday. When an employee's  
405 days off are other than Saturday and Sunday, they will be two (2) consecutive days.  
406 Nothing will prohibit the Company from scheduling Friday and Saturday as the two (2)  
407 consecutive days off

408  
409 ; (provided that when this is done, Friday will be considered the first scheduled day off  
410 and Saturday will be considered the second scheduled day off), except that when an  
411 employee's days off are changed to Friday and Saturday, the first Saturday following  
412 such change will be paid, if worked, at the rate of one and one-half times (1.5X) his  
413 regular hourly rate.(d) At stockrooms or warehouses where employees are required  
414 to maintain continuous operation of departments or assignments, days off or shifts may  
415 either be fixed, bid or rotated in accordance with the preference of a majority of the  
416 employees involved, consistent with the requirements of the service. When fixed days  
417 off are selected, seniority will determine days off.

418  
419 (e) All time worked in any continuous tour of duty, including overtime, will be  
420 considered as work performed on the workday within which the tour of duty is started.

421  
422 (f) Part time employees' hours will be governed by the provisions of Article 43.

423  
424 (g) Where the Company maintains a seven day operation, individual work units may  
425 be scheduled in whole or in part on a four (4) days of ten (10) hours each basis, when  
426 mutually agreed between the Company and the Union. This agreement must be  
427 approved by the ATD Director and the Vice-President overseeing the work unit. When  
428 a 4/10's schedule is adopted, it will be subject to the provisions outlined below.

429  
430 (1) It is understood there are very few locations where a 4/10's schedule will  
431 meet the needs of the service, and that this alternative schedule will be approved  
432 only when it involves no increased expense for the Company and no loss of  
433 productivity or any other recognizable degradation of performance.

434  
435 (2) It is understood and agreed that either party will have the right to cancel a  
436 4/10's schedule with thirty-(30) calendar days notice to the other party.

437  
438 (h) If the schedule is four (4) days of ten (10) hours each, the three (3) days off will  
439 be consecutive and in accordance with the intent of Article 3(c), except as modified  
440 below.

441  
442 (1) Nothing will prohibit the Company from scheduling Thursday, Friday, and  
443 Saturday as the three-(3) consecutive days off. When this is done, Thursday will  
444 be considered the first scheduled day off. Friday will be considered the second  
445 scheduled day off, and Saturday will be considered the third scheduled day off.

446  
447 (2) Nothing will prohibit the Company from scheduling Friday, Saturday, and  
448 Sunday as the three-(3) consecutive days off. When this is done, Friday will be  
449 considered the first scheduled day off. Saturday will be considered the second  
450 scheduled day off, and Sunday will be considered the third scheduled day off.

451  
452 (i) The following rules will apply to the Tulsa , AFW and MCI Maintenance Bases  
453 employees, excluding Line Maintenance at Tulsa, and apply only with reference to the  
454 assignment of employees to work schedules that include Saturday and/or Sunday.

455  
456 (1) Crew Chiefs will not be included in these rules since they bid for  
457 jobs on a seniority basis.

458  
459 (2) Employees scheduled on shifts that start during the last hour of  
460 Sunday (continuing into Monday) are not to be counted as Sunday  
461 workers in the application of these rules. Employees scheduled on shifts  
462 that start during the last hour of Friday (continuing into Saturday) are to be  
463 counted as Saturday workers for the purpose of the application of these  
464 rules only.

465  
466 (3) An employee may bid by seniority within his work unit for a five-day  
467 work schedule that includes both Saturday and Sunday or one that  
468 includes a Saturday or a Sunday.

469  
470 (4) If insufficient number of employees bid, the Company may assign  
471 employees to such a work schedule, on the basis of inverse seniority  
472 within a work unit.

473  
474 (5) The Company will not establish five-day work schedules that  
475 include Saturday and Sunday work for employees totaling more than one-  
476 seventh of the employees subject to these rules.

477  
478 (6) The Company will not establish five-day work schedules that  
479 include a Saturday for more than one-seventh of the employees subject to  
480 these rules and will not establish five-day work schedules that include a  
481 Sunday for more than one-seventh of this same total number.

482

483 (7) Employees who work a schedule that includes just Saturday (one-  
484 seventh) or Sunday (one-seventh) will rotate so as to share being off on a  
485 Saturday or a Sunday during the week, unless fixed days off have been  
486 established pursuant to Article 3(d) of this Agreement.

487  
488 (8) The Company will continue to make every reasonable effort to  
489 arrange work schedules so that, whenever practicable, days off will be  
490 Saturday and Sunday.

491  
492 (9) Upon request of the Local Union President, the Company will  
493 provide the Union with a listing of the total number of employees at the  
494 base, excluding Line Service, showing those among this group who are  
495 regularly scheduled to work both Saturday and Sunday or just Saturday or  
496 Sunday.

497 **ARTICLE 4 - COMPENSATION**

498

499 During the period of this Agreement, the rates of pay for the classifications of  
500 work covered will be in accordance with the Wage Schedules shown below, which is  
501 incorporated and made part of this Agreement.

502

503 (a) During the period of this Agreement, the regular rates of pay for the bid  
504 classifications of work covered in this Agreement will be as specified below.

505

506 (1) An employee who is the successful bidder for promotion into a Crew Chief  
507 or Tech Crew Chief classification on or after March 1, 2001, or who holds a Crew  
508 Chief Tech Crew Chief position on that date, will receive his/her non-bid chart  
509 rate plus a bid position premium of \$1.75 per hour. Employees who receive this  
510 bid position premium will continue to receive that premium, providing they hold a  
511 bid position.

512

513 (2) An employee working as an acting Crew Chief will receive his/her non-bid  
514 chart rate plus a premium of a \$1.75 per hour only for those hours in acting Crew  
515 Chief capacity.

516

517 This bid position premium is added to the non-bid regular rate of pay and will be  
518 considered as regular pay for accrual of all pay related benefits. Length of service  
519 increases will be based upon the non-bid classification date.

520

521 A Crew Chief working at a lower classification due to a Change of Shift or  
522 Overtime will be paid at the applicable lower classification rate.

523

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

526

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

531

531  
532  
533  
534  
535  
536  
537  
538  
539

Stock Clerk

Effective Dates  
Pay Progression

Pay steps for employees on 6-month progressions

		Current	4/15/03	4/15/04	4/15/05	4/15/06	4/15/07	4/15/08
		3/1/03	-16.0%	1.5%	1.5%	1.5%	1.5%	1.5%
Date of Hire	1 <sup>st</sup> step	\$10.13	\$8.51	\$8.64	\$8.77	\$8.90	\$9.03	\$9.17
6 months	2 <sup>nd</sup> step	\$10.74	\$9.02	\$9.16	\$9.30	\$9.44	\$9.58	\$9.72
1 year	3 <sup>rd</sup> step	\$11.35	\$9.53	\$9.67	\$9.82	\$9.97	\$10.12	\$10.27
18 months	4 <sup>th</sup> step	\$12.20	\$10.25	\$10.40	\$10.56	\$10.72	\$10.88	\$11.04
2 years	5 <sup>th</sup> step	\$13.05	\$10.96	\$11.12	\$11.29	\$11.46	\$11.63	\$11.80
30 months	6 <sup>th</sup> step	\$13.67	\$11.48	\$11.65	\$11.82	\$12.00	\$12.18	\$12.36
3 years	7 <sup>th</sup> step	\$14.29	\$12.00	\$12.18	\$12.36	\$12.55	\$12.74	\$12.93
42 months	8 <sup>th</sup> step	\$14.91	\$12.52	\$12.71	\$12.90	\$13.09	\$13.29	\$13.49
4 years	9 <sup>th</sup> step	\$15.52	\$13.04	\$13.24	\$13.44	\$13.64	\$13.84	\$14.05
54 months	10 <sup>th</sup> step	\$16.14	\$13.56	\$13.76	\$13.97	\$14.18	\$14.39	\$14.61
5 years	11 <sup>th</sup> step	\$16.76	\$14.08	\$14.29	\$14.50	\$14.72	\$14.94	\$15.16
66 months	12 <sup>th</sup> step	\$17.37	\$14.59	\$14.81	\$15.03	\$15.26	\$15.49	\$15.72
6 years	13 <sup>th</sup> step	\$17.98	\$15.10	\$15.33	\$15.56	\$15.79	\$16.03	\$16.27
78 months	14 <sup>th</sup> step	\$18.59	\$15.62	\$15.85	\$16.09	\$16.33	\$16.57	\$16.82
7 years	15 <sup>th</sup> step	\$19.20	\$16.13	\$16.37	\$16.62	\$16.87	\$17.12	\$17.38
90 months	16 <sup>th</sup> step	\$21.30	\$17.89	\$18.16	\$18.43	\$18.71	\$18.99	\$19.27
8 years	Thereafter	\$23.39	\$19.65	\$19.94	\$20.24	\$20.54	\$20.85	\$21.16

540  
541  
542  
543  
544  
545  
546

(2) The following charts apply to any employees whose progression from one step to the next shall be based on twelve (12) months of service in the classification at each step. These rates of pay and the progression are subject to the provisions of Article 4 below.

547  
548

### Effective Dates

549  
550

	Current	4/15/03	4/15/04	4/15/05	4/15/06	4/15/07	4/15/08
	3/1/03	-16%	1.5%	1.5%	1.5%	1.5%	1.5%
1st Step	\$10.13	\$8.51	\$8.64	\$8.77	\$8.90	\$9.03	\$9.17
2nd Step	\$11.35	\$9.53	\$9.67	\$9.82	\$9.97	\$10.12	\$10.27
3rd Step	\$13.05	\$10.96	\$11.12	\$11.29	\$11.46	\$11.63	\$11.80
4th Step	\$14.29	\$12.00	\$12.18	\$12.36	\$12.55	\$12.74	\$12.93
5th Step	\$15.52	\$13.04	\$13.24	\$13.44	\$13.64	\$13.84	\$14.05
6th Step	\$16.76	\$14.08	\$14.29	\$14.50	\$14.72	\$14.94	\$15.16
7th Step	\$17.98	\$15.10	\$15.33	\$15.56	\$15.79	\$16.03	\$16.27
8th Step	\$19.20	\$16.13	\$16.37	\$16.62	\$16.87	\$17.12	\$17.38
Thereafter	\$23.39	\$19.65	\$19.94	\$20.24	\$20.54	\$20.85	\$21.16

551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570

(1) At a station where there are no existing procedures governing the assignment and administration of stock clerk driving duties, the parties agree to discuss guidelines for implementing those procedures.

(d) Flexible Starting Rates

1. In the event that the Company, in its sole discretion, finds that any or all of its starting pay rates (Step 1) as specified in Article 4(b) above, are non-competitive with local market starting rates for similarly situated jobs, the Company may hire applicants in any classification covered by this Agreement at any station/base/location at rates of pay higher (Step 2 through the maximum hourly rate in the applicable pay scale) than those starting rates specified in Article 4 (b) above. As market conditions change, the Company may, in its sole discretion, change its designated starting rate. The designated starting rate may be higher or lower than previous designated starting rates; however, such starting rate may not be lower than Step 1 nor higher than the maximum hourly rate in the applicable pay scale.

571 2. In those stations/base/locations where higher starting rates of pay are  
572 designated in accordance with Article 4 (d) (1) above, all employees in that  
573 classification(s) at that station /base/location who are receiving less than the new  
574 designated starting rate of pay will have their rate of pay concurrently increased  
575 to the new designated higher starting rate for that classification(s) in that  
576 station/base/location effective the date of hire of a new employee at the higher  
577 starting rate.

578  
579 3. An employee who is hired before October 7, 1991 under the provision of  
580 (d) (1) above and employee hired before October 7, 1991 who has his rate of pay  
581 increased under the provision of (d) (2) above will progress to the next step of his  
582 classification's pay scale on an annual basis (rather than semi-annual) until his  
583 length of service in the classification places him on the step to which employees  
584 with like years of service in his classification would be under a system of all semi-  
585 annual increases. At such time, such employee will resume semi-annual  
586 increases on his normal progression date until he reaches the top of his pay  
587 scale.

588  
589 4. An employee who transfers to or from a station/base/location which has  
590 an adjusted starting rate of pay for the classification will have his rate of pay  
591 adjusted upward or downward to conform to the rate of pay received by an  
592 employee with the same classification seniority as his at his new  
593 station/base/location. The adjusted rate may not be less than Step 1 nor higher  
594 than the maximum hourly rate in the applicable pay scale.

595  
596 It is understood and agreed that the effective dates of step increases and other changes  
597 in pay rates are determined by the employee's classification seniority as defined in this  
598 Agreement.

599  
600 (e) Longevity Pay (Effective 2/29/92)

601  
602 Each employee in a job classification under this Agreement will have longevity  
603 pay increments added to his regular rate per hour following completion of the years of  
604 accredited service as indicated below:

605

606	17 years	.21	cents
607	18 "	.24	"
608	19 "	.27	"
609	20 "	30	"

610  
611 Longevity premium increments will be effective on the date the employee  
612 completes the required amount of accredited service. Longevity premium will be  
613 compounded in the calculation of overtime rates and will be part of base pay  
614 calculations for pension purposes.

615

616 Accredited service with the Company, for determining longevity premium  
617 increments, will be defined as: Active service on the Company's payroll in any capacity,  
618 except such service prior to resignation, discharge, or layoff when recall rights have  
619 expired; the entire duration of Military or Union Business Leave of Absence; and Injury-  
620 on-Duty Leave of Absence, up to a maximum of five (5) years; for those employees with  
621 over six (6) months of service with the Company, a Sick Leave of Absence up to a  
622 maximum of five (5) years, and Personal or Maternity Leave of Absence up to a  
623 maximum of ninety (90) calendar days.

624  
625 (f) License Premium Pay Effective  
626 May 13, 1989

627  
628 1. Employees classified as Crew Chief-Stock Clerk, Technical Crew Chief-  
629 Stock Clerk or Stock Clerk, who hold both FAA Airframe and FAA Powerplant  
630 licenses and who are designated and approved by the Company's Maintenance  
631 Department to perform aircraft maintenance work, as described in the Aircraft  
632 Mechanic classification description contained in the Maintenance Agreement, will  
633 receive the applicable license premiums for all hours, and only those hours, (or  
634 fractions thereof rounded to the nearest 1/10 of an hour) worked performing such  
635 aircraft maintenance work.

636  
637 2. License premium pay, as provided in this paragraph (f) will be compounded  
638 in the computation of overtime rates. License premium pay for Crew Chief-Stock  
639 Clerks, Technical Crew Chief Clerk or Stock Clerks, as provided in paragraph  
640 (f)(1) above will be included in their pensionable earnings.

641  
642 (g) When an employee, is cross utilized in excess of the time parameters outlined in  
643 Article 11(g) of this Agreement into a classification having a higher top chart hourly rate  
644 than that of the classification in which he is regularly employed, he will be compensated  
645 at his regular base hourly rate, provided his chart rate exists in the higher classification  
646 scale. If his chart rate does not exist, he will receive a base hourly rate computed on  
647 the nearest higher chart rate per hour in that classification for those hours as specified  
648 in Article 11(g).

649  
650 (h) The attachment on the following page is agreed to by the parties and is  
651 incorporated as part of this agreement.

652

652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696

**ATTACHMENT 4.1 - STORES TRUCK DRIVING AT JFK AIRPORT**

AMERICAN AIRLINES, INC.  
633 Third Avenue  
New York, N. Y. 10017

May 25, 1974

Mr. William G. Lindner  
International Vice President  
Transport Workers Union of America, AFL-CIO  
1980 Broadway  
New York, New York 10023

Re: Stores Truck Driving at JFK Airport

Dear Mr. Lindner:

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

The following general rules were agreed upon:

1. Routine Deliveries - Where the time element is not a factor, an AA truck will be used with an AA driver.
2. Where Time Element Is A Factor - and rapid delivery of material is essential to timely repair or return to service of aircraft or ground equipment, then the fastest means possible (such as helicopter) will be used.
3. It is agreed that one in-service truck will always remain at JFK to support requirements of the operation and that this may necessitate occasional variance from the above procedures. It is also agreed that the Company will make every effort to rent a vehicle if necessary to comply with the above procedures.

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

697 This letter does not eliminate any of the previous agreements that affect any Stores  
698 practice not specifically identified in this letter.

699  
700 Very truly yours,

701  
702 B. O. Spurlock, Jr.  
703 Director  
704 Employee Relations

705 **ARTICLE 5 - SHIFT DIFFERENTIAL**

706

707

708 (a) An employee assigned to a shift which begins at or after 12:00 noon and before  
709 5:00 p.m. will receive a shift differential of one cent (1) per hour.

710

711 An employee assigned to a shift which begins at or after 5:00 p.m., and before  
712 6:00 a.m. will receive a shift differential of two cents (2) per hour.

713

714 No shift differential will be received by an employee assigned to a shift which  
715 begins at or after 6:00 a.m. and before 12:00 Noon.

716

717 Example Start Times:

718

719	(1)	12:00 noon	4:59 p.m.	1¢
720	(2)	5:00 p.m.	5:59 a.m.	2¢
721	(3)	6:00 a.m.	11:59 a.m.	None

722

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

728

729 (c) An employee may be required to rotate on shifts during a workweek in which  
730 event he will receive, for all shifts worked, two cents (2) per hour shift differential if he  
731 rotates through a shift to which a one cent (1) s per hour shift differential would  
732 otherwise be applicable and a shift for which no shift differential is applicable; or, three  
733 cents (3) per hour shift differential if he rotates through a shift to which a two cents (2)  
734 per hour shift differential is applicable and any other shift or shifts. Rotating shifts will  
735 be filled first by seniority among qualified employees who volunteer for the shifts. In the  
736 event that an insufficient number of employees volunteer to fill the necessary rotating  
737 shifts, the unselected shifts will be filled by assignment of the most junior qualified  
738 employees.

739 **ARTICLE 6 - OVERTIME**

740  
741  
742 (a) Daily Overtime: Overtime rates will be paid on a daily basis as follows: When an  
743 employee has **worked** forty (40) hours in a single workweek, all time **worked** in excess  
744 of forty (40) hours at the request of the Company will be compensated at one and one  
745 half times (1.5X) his regular hourly rate.

746  
747 (1) One and one half times (1.5X) his base hourly rate for each hour worked  
748 in excess of eight (8) hours.

749  
750 (2) If an employee is on a 4/10's schedule, he will receive daily overtime as  
751 provided below.

752  
753 (a) One and one half times (1.5X) his base hourly rate for each hour  
754 worked in excess of ten (10) hours.

755  
756  
757  
758 (3) An employee will not be required to suspend work during his regular shift  
759 to avoid the payment of overtime nor will he be entitled to overtime rates until he  
760 has worked eight (8) [ten (10), if on a 4/10's schedule] hours in the workday,  
761 including time worked after his regular shift.

762  
763 (4) When an employee works overtime in conjunction with his regular shift, he  
764 will be entitled to penalty hour pay, but only for time worked at the applicable rate  
765 of pay.

766  
767 (b) Weekly Overtime: When an employee has **worked** forty (40) hours in a single  
768 workweek, all time **worked** in excess of forty (40) hours at the request of the Company  
769 will be compensated at one and one half times (1.5X) his regular hourly rate.

770  
771 (1) If an employee is on a 4/10's schedule and has **worked** forty (40) hours in  
772 a single workweek, all time **worked** in excess of forty (40) hours at the request of  
773 the Company will be compensated at one and one half times (1.5X) his regular  
774 hourly rate.

775 Hewill receive weekly overtime as provided below:

776  
777 (2) When an employee is required to work on his scheduled day or days off  
778 he will be entitled to at least eight (8) hours of work [ten (10) hours, if applicable]  
779 unless he consents to less time.

780  
781 (c) Overtime work will be distributed among the employees qualified to perform the  
782 work necessitating overtime within the crew or appropriate work unit as equitably as  
783 practicable.

785 (1) An employee, when available, who is lowest on overtime hours and does  
786 not work the overtime, will be charged with the overtime missed for equalization  
787 purposes, as though it had been worked.  
788

789 (2) In the event of an emergency and when there are insufficient available  
790 employees, the Company may then assign employees per locally established  
791 and agreed upon guidelines. In the absence of guidelines, the Company may  
792 assign the employee(s) who are lowest on overtime hours to perform that work.  
793

794 (3) The supervisor's record of overtime, worked or charged to employees for  
795 equalization purposes, will be made available to the employees affected by  
796 posting or other appropriate methods. All time paid for an overtime bypass and  
797 not worked will be charged as worked for overtime equalization purposes.  
798

799 (4) Except in emergencies, employees who are to work overtime will be given  
800 two-(2) hours' notice of the overtime.  
801

802 (5) Overtime will be offered within appropriate classifications and/or overtime  
803 work units prior to offering the overtime work to other classifications and/or  
804 overtime work units. If a shift is scheduled to be cross-utilized in more than one  
805 (1) classification and/or overtime work unit, overtime coverage, if utilized to cover  
806 that shift vacancy, should first be offered to the classification where the majority  
807 of the work falls. Employees working the overtime accept the responsibility of the  
808 entire shift, including the cross utilization assignment.  
809

810 (d) An employee working overtime will not be required to work more than two (2)  
811 hours continuously after the regular work period without being permitted a meal period.  
812

813 (e) An employee whose overtime working period continues into the following day will  
814 continue to receive overtime rates for all overtime worked.  
815

816 (f) If any work period will continue so that its termination will be less than seven and  
817 one half (7-1/2) hours prior to the commencement of the employee's regular shift in the  
818 succeeding workday, he will receive pay for all time worked during his regular shift and  
819 up to twelve (12) [fourteen (14), if on a 4/10's schedule] hours at the rate of one and one  
820 half times (1.5X) his base hourly rate.  
821

822 (g) No overtime will be worked except by direction of the proper supervisory  
823 personnel of the Company, except in cases of emergency and when prior authority  
824 cannot be obtained.  
825

826 (h) Overtime compensation will be computed on the basis of the nearest six-minute  
827 unit of work.  
828

829 (i) If overtime on any workday or any workweek is due to an authorized exchange of  
830 days off or shifts by employees, which must be approved in advance by the appropriate

831 supervisor, that time will be compensated for at straight time rates, provided, however,  
832 any continuous work, exclusive of meal periods, in excess of eight (8) [ten (10), if on a  
833 4/10's schedule] hours on any shift or tour of duty, will be paid for at the overtime rates  
834 provided in Article 6(a) and (b).

835  
836 (j) In no event, except as provided by Article 7, will any employee receive more than  
837 one and one half times (1.5X) his base hourly rate under this Agreement.

838  
839 (k) Random drug and alcohol testing of ground personnel will take place during the  
840 employee's regularly scheduled shift. In the event that a random test extends beyond  
841 the employee's regularly scheduled shift, the employee will be compensated at his base  
842 hourly rate. To the extent possible, the Company will avoid scheduling the test towards  
843 the end of the employee's shift.

844  
845 (l) At those stations where there is no existing local guideline governing the  
846 assignment of overtime, a guideline will be established and mutually agreed upon by the  
847 Company and the Union.

848  
849 (m) Overtime and the extension of scheduled hours for part time employees will be  
850 governed by the provisions of Article 43.

851  
852 (n) The attachment on the following page is agreed to by the parties and is  
853 incorporated as part of this agreement.

854 **ARTICLE 7 - HOLIDAYS**

855

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

857

858

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

859

860 (b) An employee required to work on any of the above holidays will receive one and  
861 one-half (1.5x) times his regular hourly rate for at least eight (8) hours, except when an  
862 employee requests and is granted fewer hours in which event he will receive one and  
863 one-half (1.5x) times his regular hourly rate for all hours actually worked and straight  
864 time for the difference between the hours actually worked and eight (8) hours.

865

866 (c) If any of the above holidays fall on an employee's day off, his next workday will  
867 be observed as the holiday. The Company may designate the employee's last workday  
868 before such holiday to be observed as the holiday with his consent.

869

870 (d) If any of the above holidays fall within an employee's vacation period, his next  
871 workday following the vacation period will be observed as the holiday. An employee  
872 required to work on that day will be paid in accordance with paragraph (b) above.

873

874 (e) Payment for a holiday as such will not be made to an employee on a leave of  
875 absence or to an employee scheduled to work on the holiday who is not excused from  
876 work and who fails to report to work as scheduled.

877

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

882

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

888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920

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

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

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

(f) No employee will be required to report for duty on a paid holiday except when absolutely required for the operation. An employee not required to work on the holiday will receive eight-(8) hours' pay at straight-time rates. The Company will request not later than seven (7) calendar days prior to each holiday volunteers to work on the holiday. Notification of volunteers and others required to work on the holiday will, except in case of an emergency, be made not later than three (3) calendar days prior to the holiday. In the event insufficient volunteers are available, holiday work will be assigned on the same basis as overtime work.

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

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

920 **ATTACHMENT 7.1 - HOLIDAY WORK FOR PART-TIME EMPLOYEES**

921

922 October 14, 1985

923

924

925 Mr. E. R. Koziatek

926 International Vice President

927 Transport Workers Union of America, AFL-CIO

928 Bldg. "A", Norwood Office Park

929 1501 N. Norwood Dr., Suite 125

930 Hurst, Texas 76053

931

932 Dear Ed:

933

934 This will confirm our discussions on the provisions of Article 43(d)(2) of the  
935 Labor Agreement effective September 1, 1985 pertaining to part time employees who  
936 may be scheduled for up to eight (8) hours on specified days. If any of these days  
937 should fall on a holiday and a reduced workforce is needed on these holidays, full time  
938 employees will have preference over such part time employees for eight (8) hour shifts  
939 on the actual holidays.

940

941

942 Very truly yours,

943

944

945 S. L. Crosser

946 Director

947 Employee Relations

948

949 SLC/jlh

950

951 Agreed:

952

953 E. R. Koziatek

954

954 **ATTACHEMNT 7.2 - HOLIDAY WORK ASSIGNMENTS**

955

956 December 1, 1992

957

958 Mr. Edward R. Koziatek

959 International Vice President - TWU

960 1848 Norwood Plaza, Suite 112

961 Hurst, Texas 76054

962

963 Dear Ed:

964

965 This will confirm our discussions recently on the application of the holiday provision of  
966 the labor agreement when such holiday encompasses a vacation period including the  
967 days off at the end of the vacation period.

968

969 We have agreed that when such holiday falls within the vacation period including the  
970 days off at the end of the vacation period, employees observing their holiday on their  
971 first workday shall be grouped together for holiday work assignments with those  
972 employees whose holiday is on the same day either as a result of that day being the  
973 actual holiday or that day being the first workday following their scheduled day off. In  
974 essence, the provisions of Article 7 (c) and 7 (d) shall be treated equally in determining  
975 the staffing requirements. As examples:

976

977 July 4th holiday falls on Saturday

978

979 Employee A is on vacation June-20th thru July 5th -

980

980 Days off are Saturday/Sunday

981

982 Employee B has Days off Saturday/Sunday (July 4th and 5th)

983

983 Both employees are to be treated the same as far as the holiday work schedule

984

984 on July 6th (holiday work/holiday off for both employees).

985

986 The same would hold true if the actual holiday fell on the Sunday or

987

987 Monday.

988

989 Example 2

990

991 Employee on vacation August 29 thru September 13. Labor Day is Monday

992

992 September 7. This employee's holiday would move to the next scheduled

993

993 workday-September 14 and the employee would either be scheduled to work or

994

994 take a Holiday Off depending upon the requirements of the operation.

995

996 Nothing in the above is intended to modify nor change local practices on scheduling of  
997 vacations and/or holidays. This is intended to provide guidance and direction to resolve  
998 those disputes on proper methodology of scheduling holiday work that encompasses a  
999 vacation.

1000  
1001  
1002  
1003  
1004  
1005  
1006

Agreed:

Edward R. Koziatek  
International Vice President  
Transport Workers Union

S.L. Crosser  
Managing Director  
Employee Relations

1007 **ARTICLE 8 - VACATIONS**

1008

1009 (a) Employees will be entitled to and receive vacation allowance in accordance with  
1010 the following:

1011

1012 (1) As used in this Article the term "year" is used to mean a calendar  
1013 year.

1014

1015 (2) The following vacation allowance will apply:

1016

<u>Length of service as of December 31 of any year</u>	<u>Accrual rate per month during the year ending December 31</u>	<u>Maximum vacation accrual</u>
Less than 5 years	1/2 work day	5 work days
5 years but less than 10 years	1 work days	10 work days
10 years but less than 17 years	1 1/2 work days	15 work days
17 years but less than 25 years	2 work days	20 work days
25 years but less than 30 years	2 1/2 work days	25 work days
30 years and over	3 work days	30 work days

1017

1018

1019 (3) In computing vacation eligibility under this Article:

1020

1021 In any calendar month, fifteen (15) calendar days or more of  
1022 service with the Company will be considered a full month and less than  
1023 fifteen (15) calendar days will not be considered.

1024

1025 Fractions of one-half a day or more of earned vacation will be  
1026 considered as entitling the employee to a full day's vacation and fractions  
1027 of less than one-half a day will not be considered.

1028

1029 (b) The pay for such vacation will be at the pay which the employee would normally  
1030 have received at his regular hourly rate at the time the vacation is taken.

1031

1032 (c) An employee may select his vacation in its entirety in weekly increments.  
1033 Preference for the period in which an employee will be permitted to take their vacations  
1034 will be granted within each work unit in the order of Company seniority provided,

1035 however, that vacation schedules may be so arranged within each work group to not  
1036 interfere with the requirements of the service. The Company will post requests for  
1037 vacation preference for the following year on Company bulletin boards not later than  
1038 October 15th of each year and employees eligible will list their preference not later than  
1039 November 15th. The vacation periods will be assigned and posted on Company bulletin  
1040 boards by December 1st, whenever possible. Any employee not expressing a  
1041 preference will be assigned a vacation, if eligible. Except in emergency, an employee's  
1042 vacation will commence immediately following his regularly scheduled days off.

1043  
1044 (d) Vacation allowances will not be cumulative and vacation time to which an  
1045 employee becomes entitled on December 31 of any calendar year will be forfeited  
1046 unless taken during the following year. However, if an employee is requested by the  
1047 Company in writing to forego his vacation during the year in which it is to be taken and  
1048 has not received it by the end of that year, the employee will be entitled to his deferred  
1049 vacation during the succeeding calendar year or to pay in lieu of same at the option of  
1050 the employee, subject to the requirements of the service.

1051  
1052 (e) An employee who takes a leave or leaves of absence which exceeds or the total  
1053 of which exceeds sixty (60) calendar days during any calendar year will have his  
1054 vacation allowance to which he becomes entitled on December 31 of that year reduced  
1055 by his monthly accrual rate as outlined in (a) above for each thirty (30) calendar days of  
1056 said leave or the total of the leaves which exceeds sixty (60) calendar days. However,  
1057 no deduction from vacation allowance will be made for leaves of absence granted due  
1058 to injury sustained while on duty. However, no employee will be required to use his  
1059 vacation while on IOD. An employee will choose from open vacation periods if any exist.  
1060 Vacations not able to be accommodated by reassignment to an open week by the end  
1061 of the calendar year will be paid out at the end of that calendar year.

1062  
1063 (f) In the event of termination of employment with the Company, an employee who  
1064 has completed six (6) months of service with the Company will be paid for vacation not  
1065 previously taken to which he became entitled as of the preceding December 31. All  
1066 vacation accrued since December 31 of the preceding year will be paid as follows:

1067  
1068

Months of Svc in year of Term.	Accrual Rate Rate = X of Days Pay	1 Day X = 5/12ths	1 1/2 Days X = 1 1/4th	2 Days X = 1 2/3rds	2 1/2 Days X = 2 1/12th	3 Days X = 2 1/2
1		0.5	1	2	2	3
2		1	3	3	4	5
3		1.5	4	5	6	8
4		1.5	5	7	8	10
5		2	6	8	10	13
6		2.5	8	10	13	15
7		3	9	12	15	18
8		3.5	10	13	17	20
9		4	11	15	19	23
10		4	13	17	21	25
11		4.5	14	18	23	28
12		5	15	20	25	30

1070  
 1071  
 1072  
 1073  
 1074  
 1075  
 1076  
 1077  
 1078  
 1079  
 1080  
 1081  
 1082  
 1083  
 1084  
 1085  
 1086  
 1087  
 1088  
 1089  
 1090  
 1091  
 1092  
 1093  
 1094  
 1095

An employee who fails to give two (2) weeks' notice of resignation in writing, and the notice is not waived by the Company in writing, or who is discharged for confiscation of Company funds or property, will not be paid for any vacation not yet taken.

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

(h) An employee who has not completed six (6) months of service at the time he is laid off and who is therefore not entitled to vacation termination pay will, if reemployed within a period of time from layoff not exceeding his previous service, be granted vacation credit for service prior to the layoff. In no case will the vacation to which the employee becomes entitled on December 31 of that year exceed ten (10) workdays.

(i) An employee who has been awarded or assigned a vacation period will not have his vacation dates changed without his consent, unless he is notified of such change in writing thirty (30) days in advance of the starting date of his vacation. This will not apply in case of emergency; that is, 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, and airworthiness reasons which may threaten grounding of aircraft in the fleet.

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

1096  
1097 (k) An employee may request a paid personal vacation day(s) (PV) of up to five (5)  
1098 days per year. The Company will grant the days by seniority in accordance with agreed  
1099 upon local procedures. At those airports where no procedure governing the granting of  
1100 personal vacation days exists, a procedure will be established subject to mutual  
1101 agreement between the Local Union and local management. Days used for personal  
1102 vacation days will be deducted from the vacation day accrual to be awarded in the  
1103 subsequent year's vacation. Requests for personal vacation will be granted in order of  
1104 seniority within the work unit/group. An employee terminating employment during a  
1105 calendar year will have the number of personal vacation days taken during that year  
1106 deducted from any terminating monies due him. This provision will not be applicable at  
1107 any location where deduction of vacation days or monies is prohibited by law. Personal  
1108 vacation days will not be permitted on an employee's holiday.  
1109  
1110 (l) Vacation allowance and rate of accrual for part time employees will be governed  
1111 by the provisions of Article 43.  
1112  
1113 (m) The attachment on the following page is agreed to by the parties and is  
1114 incorporated as part of this agreement.  
1115

1115 **ATTACHMENT 8.1 - OFF WORK ON DISABILITY WHEN VACATION IS SCHEDULED**

1116

1117 March 29, 1982

1118

1119 Mr. H. J. Leonard

1120 International Vice President

1121 Transport Workers Union of America, AFL-CIO

1122 5128 E. Lancaster Avenue

1123 Suite 18

1124 Ft. Worth, TX 76112

1125

1126 Dear Mr. Leonard:

1127

1128 This will confirm our agreement concerning employees off work on disability due  
1129 to an injury on duty when a vacation period is scheduled.

1130

1131 The Company will, if an employee requests in writing prior to the scheduled  
1132 vacation period, attempt to reassign vacations scheduled during an uncontested lengthy  
1133 IOD to the extent the operation permits; that is, the employee should be allowed to  
1134 choose from open vacation periods if any exist or, if none exist, assigned with at least 7  
1135 days notice, a rescheduled vacation slot unless the operation cannot afford his  
1136 absence. Such vacation deferral will be permitted only if the vacation can be  
1137 rescheduled during the calendar year in which it was originally scheduled. Pay in lieu of  
1138 vacation is not available to an employee in these circumstances.

1139

1140 Whenever such a vacation reschedule has been denied, the employee may  
1141 request the Local Union President/Station Chairman to meet and review the vacation  
1142 reschedule request with the General Manager/Chief Operating Officer at that location. If  
1143 his vacation reschedule is not resolved at that level, he may utilize the procedures of  
1144 Article 31 of the Labor Agreement.

1145

1146

1147

1148

1149

1150 H. J. Leonard

1151 S. L. Crosser

1152

1152 **Attachment 8.2 – Reduced Vacation Application**

1153

1154 March 31, 2003

1155

1156 Mr. James C. Little

1157 International Administrative Vice President

1158 Director Air Transport Division

1159 Transport Workers Union of America, AFL–CIO

1160 1791 Hurstview Dr.

1161 Hurst, Texas 76054

1162

1163 **Reduced Vacation Application**

1164

1165 Dear Jim,

1166

1167 This will confirm our understanding reached during the negotiations leading up to the  
1168 agreement signed on (DOS), 2003. During these negotiations, we discussed how to  
1169 implement the one week vacation savings in order to realize the savings in 2003  
1170 thereby avoiding additional decreases in pay or other work rule changes.

1171

1172 The basic principal of the transition application is that each employee with vacation  
1173 remaining in 2003 will roll one (1) week of 2002's accrued vacation to use in 2004 thus  
1174 reducing 2003 accrual by two (2) weeks. The application in effect combines vacation  
1175 weeks from 2003 and 2004 which are then divided between the two years depending on  
1176 whether or not the employee has already used some or all of his current vacation. The  
1177 net effect is that we reduce the total weeks over the two (2) years by two (2) weeks.

1178

1179 The attached diagram on the attached page illustrates this application. It provides an  
1180 example at each point from seven (7) weeks through two (2) weeks.

1181

1182 As part of the implementation and in order to realize the savings, employees will defer a  
1183 week of 2003 vacation based on a certain allocation for each individual week. **Example:**  
1184 Week of September 6 and 13, 2003. Station ABC will allow 6 employees to defer Sept.  
1185 6, 2003 and 6 employees for Sept. 13, 2003. This is to ensure the Company does not  
1186 have too many of the same week deferred. To allow employees to select without a  
1187 limitation could cause a scenario whereby Sept. 6 has 15 employees defer and Sept. 13  
1188 has only 4, thus, the vacation relief coverage would be skewed and the vacation relief  
1189 headcount would not be balanced properly.

1190

1191 Once the procedures have been finalized, employees need to provide which week they  
1192 would like to defer to local management no later than May 8, 2003. In the event, there  
1193 are weeks made available after the deferral process is complete, local management in  
1194 conjunction with the local union will work out a selection process for those available  
1195 weeks.

1196

1197 For those employees, who as a result of the deferral and adjusted accrual do not have a  
1198 week of vacation for 2004, can take time off without pay through a CS arrangement.  
1199 We understand that for employees to work an entire year or more without a scheduled  
1200 vacation should have time off and therefore strongly encourage these employees to  
1201 utilize the flex vacation option which will be made available in October of 2003 for 2004  
1202 vacation.

1203

1204

1205 Sincerely,

1206

1207

1208 James B. Weel  
1209 Managing Director  
1210 Employee Relations

1211

1212 Agreed to this date:

1213

1214

1215 James C. Little  
1216 International Administrative Vice President  
1217 Director Air Transport Division  
1218 Transport Workers Union of America, AFL-CIO

1219

1220

1221

1222 See attached

1223

<b>Current Vacation (Weeks)</b>	<b>2003 Already Taken</b>	<b>2003 Remaining</b>	<b>2004</b>	<b>2005 and on</b>
<b>7</b>	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
<b>6</b>	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
	<b>5</b>	5	0	3
4		0	4	4
3		1	4	4
2		2	4	4
1		3	4	4
0		4	4	4
<b>4</b>		4	0	2
	3	0	3	3
	2	1	3	3
	1	2	3	3
	0	3	3	3
	<b>3</b>	3	0	1
2		0	2	2
1		1	2	2
0		2	2	2
<b>2</b>		2	0	0*
	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.*

1224

1224 **Attachment 8.3 – Flex Vacation**

1225

1226 April 7, 2003

1227

1228 Mr. James C. Little

1229 International Administrative Vice President

1230 Director Air Transport Division

1231 Transport Workers Union of America, AFL-CIO

1232 1791 Hurstview Drive

1233 Hurst, TX 76054

1234

1235

**Flex Vacation**

1236 Dear Jim:

1237

1238 During the recent negotiations for the restructuring of the AA/TWU labor agreements,  
1239 the issue of Flex Vacation arose as it relates to the future application based on other  
1240 changes to the AA/TWU agreements, such as wage rates, vacation accrual, etc.

1241

1242 To ensure both parties are clear on the matter, below are the questions as they have  
1243 been posed and the Company's corresponding answer.

1244

- 1245 1. If an employee selected a flex vacation week or days in 2002 for use in 2003 and  
1246 has not yet taken it, can the employee cancel the flex vacation and receive a refund  
1247 on the wages that have been payroll deducted?

1248

1249 Employees will not be afforded an opportunity to cancel their flex vacation week in  
1250 2003 unless they meet the operational necessity requirement as determined by local  
1251 operation. If they meet the operational necessity requirement the refund is made in  
1252 the Month of December and the request for the refund is made in November.

1253

1254

- 1255 2. Will the Company open up a window of opportunity to employees who did not select  
1256 a Flex vacation week for 2003 to be able to do so?

1257

1258 Due to IRS constraints, we cannot offer another opportunity to purchase flex  
1259 vacation for the year 2003.

1260

- 1261 3. With the changes to wages, will the payroll deduction for flex vacation pay back be  
1262 reduced to reflect the new rates?

1263

1264 Yes, upon notification of ratification of the agreements, the Company will reduce the  
1265 payroll-deducted rates to reflect the new reduced rates. Due to implementation  
1266 issues, the rate change will be effective June 1, 2003, however, it is contingent on  
1267 receiving the necessary information by next week. Note: Since the original rates  
1268 used for payroll deductions were the rates as of July 2002, some employees may  
1269 have experienced a pay increase which we do not nor ever have adjusted for.

1270           However, if the pay increase is greater than the reduced rate, the new payroll  
1271           deducted rate will be based on the net salary increase.

1272

1273       4. If employees have already used their flex vacation for 2003, will the rates deducted  
1274           from their paychecks be changed or left the same?

1275

1276           Due to system constraints, the rates will be reduced for all employees.

1277

1278

1279       If you should have any questions, please contact me at 817-967-1447.

1280

1281       Sincerely,

1282

1283       James B. Weel

1284       Managing Director

1285       Employee Relations

1286

1287

1288

1289 **ARTICLE 9 - PROBATIONARY PERIOD**

1290

1291 (a) New employees will be considered on probation for one hundred and eighty  
1292 (180) calendar days from the date of hire. The employee will be required to qualify  
1293 within his probationary period and will be subject to dismissal if he fails to qualify, in  
1294 accordance with the Qualifications Administration Manual. The probationary period may  
1295 be extended to cover any approved leave of absence granted during the probationary  
1296 period.

1297

1298 Probationary employees will have all rights guaranteed under this agreement,  
1299 except employees who are released during their probationary period will have no right  
1300 of appeal to the Area Board of Adjustment.

1301

1302 (b) Failure of the Company to administer the test within the probationary period will  
1303 absolve the employee of the test requirement. Additionally, it is understood by the  
1304 parties that the Company can release a probationary employee at any time during the  
1305 probationary period.

1306

1307 (c) If any probationary employee is released during his probationary period and then  
1308 reemployed within a period not exceeding his previous service, he will be credited with  
1309 such prior service for purposes of Company, Occupational, and Classification seniority  
1310 as well as for the purpose of completing his probationary period.

1311 **ARTICLE 10 - SENIORITY**

1312  
1313 (a) Company seniority will commence with the effective day of placement on the  
1314 payroll.

1315  
1316 (b) All references in this Agreement to seniority will mean Occupational Group Title  
1317 Seniority, also referred to as Occupational seniority, except where specific reference is  
1318 made to Company or Classification seniority.

1319  
1320 (c) Occupational Group Title seniority and Company seniority will begin to accrue  
1321 from the date of first assignment (e.g. training, orientation, etc.) to a classification within  
1322 any Title enumerated in Article 11 for a newly hired employee. Classification seniority  
1323 for a newly hired employee will begin to accrue when he is placed on payroll.

1324  
1325 An incumbent employee who changes Title groups will begin to accrue  
1326 Occupational and Classification seniority beginning the Saturday prior to the date of first  
1327 assignment in the new Title Group. If an employee begins work on a Saturday he will  
1328 begin to accrue Occupational and Classification seniority on that day.

1329  
1330 (d) If an employee is transferred from one station to another, his seniority will not be  
1331 broken.

1332  
1333 (e) Occupational Group Title seniority will govern all employees in the case of  
1334 promotion, demotion, transfer, retention in case of reduction in force, and reemployment  
1335 after release due to reduction in force, provided that the employee's qualifications are  
1336 sufficient for the conduct of the work in the classification to which he is to be assigned.

1337  
1338 (f) An employee who, as of the date of this Agreement accepts a position with the  
1339 Company outside of the bargaining unit, and holds seniority, will retain, but not accrue  
1340 his seniority for a period not to exceed one hundred and eighty (180) calendar days. An  
1341 employee can only exercise this option once in a two (2) year period. This two (2) year  
1342 period will begin the day the employee returns to the bargaining unit.

1343  
1344 The employee must continue to pay union dues and may return to his former  
1345 classification and station provided that he elects to return within one hundred and eighty  
1346 (180) calendar days from the date he left the bargaining unit. In no event will the return  
1347 of the employee directly result in the displacement of another employee in the  
1348 classification to which he returns. If the employee is less senior than the most senior  
1349 employee (in that classification and at that station) on layoff, he will be placed on layoff  
1350 status.

1351  
1352 An employee who exceeds one hundred and eighty (180) calendar days in a  
1353 position outside of the bargaining unit will forfeit all Occupational seniority.

1354  
1355 (g) An employee who accepts a temporary or acting assignment with the Company  
1356 as a manager, supervisor or any special assignment outside the scope of this

1357 Agreement will not exceed a period of three hundred and twenty (320) actual hours for  
1358 all time worked in any calendar year. No two three hundred and twenty (320) hour  
1359 temporary assignments can be made successively i.e. within ninety (90) days. The total  
1360 number of hours worked, including overtime, will be included for the purposes of this  
1361 section.

1362  
1363 An extension of hours may be granted by agreement between the Company and the  
1364 Union.

1365  
1366 (1) Time in a temporary or acting assignment in any calendar year will be  
1367 counted toward the one hundred and eighty (180) calendar day retention period if  
1368 a regular assignment is accepted in that calendar year. These applications will  
1369 be subject to review by a panel composed of one AA and one TWU designated  
1370 representative.

1371  
1372 (2) An employee who exceeds three hundred and twenty (320) actual hours in  
1373 any calendar year will forfeit all Occupational seniority.

1374  
1375 The Company will provide to the Local TWU President a monthly report of those  
1376 employees receiving MPR, or who have received MPR since the last reporting period,  
1377 which will include accumulated hours.

1378  
1379 (h) An employee having Occupational seniority who permanently accepts a position  
1380 at his own request in a classification of work in another TWU Agreement with the  
1381 Company will retain Occupational seniority in the classification and Title Group from  
1382 which he transferred for a period of time not exceeding his service in the former Title  
1383 Group. Retained Occupational seniority may be exercised only in the event of a  
1384 reduction in force pursuant to the provisions of Article 15(b).

1385  
1386 (i) When an employee, who is junior to another employee, is promoted over the  
1387 other employee, the senior of the two employees will continue to retain his position on  
1388 the seniority roster.

1389  
1390 (j) The following procedure will outline the proper method for determining tie  
1391 breakers for Occupational seniority placement of TWU represented employees on the  
1392 System Seniority list outlined in Article 13. In descending order:

- 1393  
1394 (1) Occupational seniority date  
1395 (2) Earliest previous AA-TWU Occupational seniority date  
1396 (3) Company seniority date  
1397 (4) Birthday  
1398 (5) Employee number (lowest to highest)

1399 **ARTICLE 11 - CLASSIFICATIONS AND QUALIFICATIONS**

1400  
1401 (a) Employees covered by this Agreement will be assigned to a classification within  
1402 an Occupational Title Group, called Title V.

1403  
1404 (b) The classifications included in Title V will be as follows:

- 1405  
1406 (1) Technical Crew Chief – Stock Clerk  
1407 (2) Crew Chief – Stock Clerk  
1408 (3) Stock Clerk  
1409

1410 (c) The classification descriptions set forth in this Article are incorporated and made  
1411 a part of this paragraph and Agreement. These descriptions have been established by  
1412 the Company and the Union for the purpose of determining to which particular  
1413 classification specific work and duties will be assigned to an employee so classified. In  
1414 establishing these classification descriptions, the parties recognize that the descriptions  
1415 are not necessarily all-inclusive. When it is necessary to determine to which  
1416 classification any undescribed work and duties will be assigned, the appropriate  
1417 classification will be determined by where the majority of the normally assigned work  
1418 and duties lie in the established classification descriptions.

1419  
1420 (1) In the interest of cleanliness and safety, employees working in jobs in  
1421 each of the classifications set forth in this Article will be required to perform, as  
1422 they always have performed, those housekeeping functions incident to their job  
1423 as to work area, tools, and equipment.  
1424

1425 (2) The Company or the Union may propose in writing to the other a specific  
1426 change in any established classification description. The proposed change will  
1427 be discussed by the parties and if agreed upon the classification description will  
1428 be changed in accordance with the arrived at agreement. Any change that is  
1429 agreed to will be expressed in the form of a written amendment to the  
1430 Agreement.  
1431

1432 (3) There may be times when, as a result of new work or a change in work  
1433 process, the Company will reassign work and duties that have been performed  
1434 under one classification to another classification, and so notify the Union, if the  
1435 work and duties are consistent with the majority of the work and duties of the  
1436 latter classification and not an action requiring a change in a classification  
1437 description. If the Union considers otherwise, the Union may protest the action in  
1438 writing, setting forth its reasons, and the matter will be discussed between the  
1439 Company and the Union within thirty (30) calendar days from the date the written  
1440 protest was received by the Company. If the protest is not resolved through the  
1441 discussion, the Company may place such change in effect, and the Union may  
1442 then appeal to the System Board of Adjustment in accordance with the provisions  
1443 of Article 29(e).  
1444

1445 (d) Whenever and wherever qualifying tests are used to determine the competency  
1446 of an employee for a promotion, these tests will be prepared by the Company. Written  
1447 portions of qualifying tests will be of the multiple-choice type. Copies of qualifying tests  
1448 and of any revised or any new qualifying tests will be furnished to the Union prior to their  
1449 use. When the Union has objections to any portions of any revisions or of any new  
1450 qualifying tests, the objections may be discussed by the Union with the Company upon  
1451 sixty (60) calendar days' notice from the date the tests are received. If agreement  
1452 concerning the objections cannot be reached, the tests may be placed in effect, and the  
1453 Union may take up the disputed points as a grievance under Articles 31 and 32 of the  
1454 Agreement.

1455  
1456 (e) The Company will immediately furnish the International Union with twenty-one (21)  
1457 copies of its Qualifications Administration Manual. Further, the Company will  
1458 immediately furnish the International Union with twenty-one (21) copies of any additions,  
1459 deletions or changes subsequently made.

1460  
1461 (1) The International Union will have sixty (60) calendar days from the date of  
1462 receipt of the manual and subsequent additions, deletions or changes which may  
1463 be made, to notify the Company in writing of any objections as to the  
1464 requirements and qualifications standards established in the manual.

1465  
1466 (2) In the event of such objections, the Company will continue with the  
1467 previously established requirements or qualifications standards in effect, and the  
1468 Union may appeal its objection to the System Board of Adjustment in accordance  
1469 with the provisions of Article 29.

1470  
1471 (f) The Company will not continue for any period of more than two (2) months with less  
1472 than a minimum of one (1) Crew Chief – Stock Clerk for each twelve (12) Stock Clerks.  
1473 The number of Stock Clerks in excess of exact multiples of twelve (12) will be  
1474 disregarded for the purpose of computing this ratio. This ratio will apply throughout the  
1475 United States and not to a group of employees at any particular location. The Company  
1476 will provide the Union with a listing of the total number of employees in each of the  
1477 classifications under the Agreement as of the 15<sup>th</sup> day of each month.

1478  
1479 (1) Should it become necessary to increase the number of employees in a  
1480 Crew Chief classification to meet the requirements of the paragraph above, the  
1481 additional Crew Chief jobs will be posted immediately. The Company will post the  
1482 jobs for a station or stations among those with fewer employees in the Crew  
1483 Chief classification to the number of employees in the appropriate non-bid  
1484 classification(s) as compared to the 1:12 system ratio.

1485  
1486 (g) Regardless of any provision in this Agreement, the Maintenance Agreement, or the  
1487 Fleet Service Agreement, the Company may assign or schedule any employee to  
1488 perform work of any classification under this Agreement, the Maintenance Agreement,  
1489 or the Fleet Service Agreement. Provided, however, the Company will not assign Stock  
1490 Clerks to do that work now performed by Building Cleaners.

1491  
1492 (1) Any employee who performs two (2) or more hours of work during his daily  
1493 tour of duty in a higher classification within his Occupational Title Group than the  
1494 classification in which he is regularly employed, will be compensated as outlined  
1495 in Article 4 for the time so worked. Any employee who performs two (2) or more  
1496 hours of work during his daily tour of duty in a higher classification in a different  
1497 Occupational Title Group, the Maintenance Agreement, or the Fleet Service  
1498 Agreement than the classification in which he is regularly employed, will be  
1499 compensated as outlined in Article 4 for his entire tour of duty.

1500  
1501 (2) An employee who worked in a classification having the same or a lower  
1502 hourly rate than his own classification will continue to receive his base hourly  
1503 rate .

1504  
1505 (h) Classification descriptions are a part of Article 11 and follow on the subsequent  
1506 pages.

1507  
1508 (1) CLASSIFICATION DESCRIPTION

1509  
1510 STOCK CLERK TECHNICAL CREW CHIEF

1511  
1512 (a) The Stores "Technical Crew Chief" is primarily responsible for providing training  
1513 support to the Stores/Supply Services Department. As assigned, and in addition to the  
1514 Crew Chief classification description duties outlined in this agreement, except Article 11  
1515 h(2)-a(2), the Technical Crew Chief will:

1516  
1517 (1) Receive assignments from management.

1518  
1519 (2) Perform and provide technical assistance and guidance to employees in  
1520 his shop or work unit.

1521  
1522 (3) Assist the Crew as necessary to insure completion of the assignment and  
1523 related paperwork.

1524  
1525 (4) Perform instruction assignments related to supply and related systems in  
1526 classroom or on-the-job.

1527  
1528 (5) Maintains knowledge of and works with manuals, supply/parts catalogs,  
1529 electronics parts tracking systems, and other parts ordering devices.

1530  
1531 (6) Receive new and updated training on all new material related to their job  
1532 area.

1533  
1534 (b) An applicant for the "Technical Crew Chief – Stock Clerk" position will have  
1535 worked for the Company as a Stock Clerk or Crew Chief Stock Clerk for a minimum of  
1536 one (1) year.

1537  
1538 (c) Technical Crew Chief Classification applicants selected will be on a trial basis for  
1539 no longer than one hundred eighty (180) calendar days. In the event that an employee  
1540 promoted to Technical Crew Chief cannot satisfactorily perform his duties, such  
1541 employee will be demoted to the classification at the station/shop from which the  
1542 employee was promoted. A successful candidate for Technical Crew Chief will not be  
1543 eligible for self-demotion under the provisions of Article 12 during the first twelve (12)  
1544 months of his assignment.

1545  
1546 (d) All vacancies for Technical Crew Chiefs will be posted and will be restricted  
1547 locally to Stock Clerks and Crew Chief-Stock Clerks at the location where the vacancy  
1548 exists, and the award will be determined by the Selection Panel outlined in paragraph  
1549 (e) (6) below. A vacancy created by the transfer or demotion of a Technical Crew Chief  
1550 may be filled by the Company at its option. A bid vacancy created by the promotion of  
1551 the position of Technical Crew Chief may be posted and bid at the Company's option.

1552  
1553 (e) The applicant will demonstrate knowledge and practical skill and ability in the  
1554 following areas:

- 1555
- 1556 1. Ability to obtain, interpret and comprehend information contained in  
1557 manuals and supply alerts, and must possess the ability to read and  
1558 interpret a manufacturers procedural manual in the safe operation of new  
1559 equipment.
  - 1560
  - 1561 2. Must be capable of demonstrating proper work methods, and conduct on-  
1562 the-job and/or classroom training for those employees that need additional  
1563 training as each employee is trained properly on the job. Must insure that  
1564 notice of training is put on each employees training record.
  - 1565
  - 1566 3. Must possess the ability to demonstrate the proper procedures for  
1567 ordering parts, binning parts, receiving parts, crediting parts, short list and all  
1568 parts ordering systems, including but not limited to: DECS, AAPICS, FISTI,  
1569 AOS, HAZ Materials.
  - 1570
  - 1571 4. Must have the ability to demonstrate all safety precautions and safety  
1572 working procedures to ensure proper accomplishment of assigned jobs.
  - 1573
  - 1574 5. Must have the ability to demonstrate the proper procedures in the  
1575 operation of the Aircraft Maintenance tool room ATEC/AOS system, tool  
1576 checkout, shelf life items, certification requirements, etc.
  - 1577
  - 1578 6. A Selection Committee comprised of two (2) TWU-represented employees  
1579 and three (3) Company officials will select the most qualified employee based  
1580 on the required skills for the position to be filled at a location. In the event of  
1581 an equal evaluation by the Selection Committee of two (2) or more qualified  
1582 applicants, seniority will prevail.

1583  
1584 (f) Technical Crew Chiefs will be placed in separate vacation, overtime, and field trip  
1585 work units and will be eligible for over time and field trips as Technical Crew Chiefs.  
1586

1587 (g) Technical Crew Chief positions will be included in the system Crew Chief ratio as  
1588 provided in Article 11(f). Provided however, it is understood by the Company and the  
1589 Union that staffing under this Article will not be a requirement and will be consistent with  
1590 the needs of the company.  
1591

1592 (h) Any dispute arising out of the interpretation or application of this job description  
1593 will be reviewed by a panel consisting of the International Vice President, Transport  
1594 Workers Union, and the Vice President – Maintenance and Engineering, representing  
1595 the Company, or their respective designees. The panel will issue a binding decision on  
1596 such questions of interpretation or application.  
1597

## 1598 (2) CLASSIFICATION DESCRIPTION

### 1599 STOCK CLERK CREW CHIEF

1600  
1601  
1602 (a) The Crew Chief will be responsible to management for the overall performance  
1603 on the job of the employees assigned to his crew, including the timely and satisfactory  
1604 completion of work assignments, by insuring that:

1605  
1606 (1) Management instructions are promptly and correctly complied with.  
1607

1608 (2) Employees assigned to his crew are properly utilized and instructed for the  
1609 efficient performance of their daily work.  
1610

1611 (3) Work assignments are carried out in compliance with operational and  
1612 safety procedures required by the policies of the Company and appropriate  
1613 Governmental Regulations.  
1614

1615 (4) Required forms, records, reports, and other paperwork are completed  
1616 legibly and correctly.  
1617

1618 (5) Employees, assigned to his crew, use only those vehicles, tools, and  
1619 equipment on which the Company has determined them to be qualified.  
1620

1621 (6) Assigned equipment is in proper operating condition, scheduled for  
1622 maximum utilization, and operated properly for the purpose intended.  
1623

1624 (7) Hazardous conditions, unsafe practices, and improperly functioning  
1625 equipment and tools are immediately brought to the attention of management.  
1626

1627 (8) The Crew Chief will be responsible to management for insuring  
1628 compliance on the job with all Company policies, including those relating to  
1629 personal conduct while on the job, by those employees assigned to him.

1630  
1631 (b) In addition to the above, the Crew Chief will, upon request, assist management in  
1632 areas such as, but not limited to:

1633  
1634 (1) Periodic evaluation of operational requirements and performance.

1635  
1636 (2) Operational planning and scheduling.

1637  
1638 (3) Evaluation of training methods and techniques.

1639  
1640 (4) Evaluation of equipment, vehicles, and tools.

1641  
1642 (5) Performance appraisal of employees by providing oral advice and  
1643 comments.

1644  
1645 (c) The Crew Chief will be qualified in the duties of his classification and will be  
1646 capable of performing those duties. He will assist his group in the performance of their  
1647 duties, provided that assistance does not interfere with the performance of his primary  
1648 responsibilities as described above. While he is performing such duties, his primary  
1649 responsibilities will not be assumed by others. However, the above provisions do not  
1650 preclude management from directing individual employees under non-routine  
1651 circumstances or in the absence of the Crew Chief from the immediate work area. The  
1652 Crew Chief may be required to demonstrate proper work methods, conduct on-the-job  
1653 or classroom training, conduct meetings or indoctrinate employees in new or revised  
1654 operational procedures, and will communicate with other Company personnel as  
1655 required in a manner designated by the Company.

1656  
1657 (1) In those cases where management determines that the work to be  
1658 performed requires a level of responsibility equivalent to that of a Crew Chief, an  
1659 employee in the Crew Chief classification may be assigned to that function, even  
1660 though he has no other employees assigned directly to him.

1661  
1662 (2) Nothing in the above provisions is intended to amend or modify the  
1663 provisions of Article 28(b) of the Stores Agreement.

1664  
1665 (3) CLASSIFICATION DESCRIPTION

1666  
1667 STOCK CLERK

1668  
1669 (a) The work of the Stock Clerk classification, depending upon assignment, includes  
1670 any or all of the following:

1671

- 1672  
1673  
1674  
1675  
1676  
1677  
1678  
1679  
1680  
1681  
1682  
1683  
1684  
1685  
1686  
1687  
1688  
1689  
1690  
1691  
1692  
1693  
1694  
1695  
1696  
1697  
1698  
1699  
1700  
1701  
1702  
1703  
1704  
1705  
1706  
1707  
1708  
1709  
1710  
1711  
1712  
1713  
1714  
1715  
1716
- (1) Requisitioning, receiving, storing, stock chasing, disbursing, transferring, exchanging, returning to factory, shipping, delivering, rearranging stock, not stock, equipment, supplies, and materials charged to Stores inventory, as required while in the custody of the Stores Division.
  - (2) Setting up of necessary facilities to carry out these duties, and associated miscellaneous activities are accomplished by such operations as: Counting physical inventory, checking minimums and maximums; originating and completing, checking and routing forms according to procedure.
  - (3) Identifying items; lifting, carrying, binning, and pulling items from stock; loading, unloading, packing and unpacking items; and related physical work.
  - (4) Checks items handled against requisitioning or accompanying forms to identify any apparent mishandling, discrepancy or other error; corrects routine errors and refers others to supervisor; refers to parts catalogues, parts lists, location index, Company manuals, to identify and locate items.
  - (5) Stores a wide variety of tools, jigs, fixtures, equipment and materials and issues them upon request to authorized personnel; upon receipt of replacement items or return of issued items, checks against appropriate requisition form for discrepancies by such operations as counting items, examining items visually and manually for defects or wear.
  - (6) Corrects routine errors in forms and refers others to supervisor; bins items in serviceable condition, sorts non-serviceable items into salvage or scrap bins according to their condition; makes minor repairs.
  - (7) Maintains inventory within established specifications and in serviceable condition by following the appropriate procedure to exchange a broken tool, to request repairs, or to requisition additional supplies; reports overdue items and shortages to supervisor.
  - (8) May pack or unpack items kept in tool crib.
  - (9) As may apply to work assignment, uses drill, grinder, small tools.
  - (10) Exchanges information with Inventory Records personnel.

1717 (11) Follows up purchasing on selected incomplete items. Gives data on  
1718 stock to authorized Company personnel, especially Stores, Inventory  
1719 Control, Maintenance, Treasury and Communications personnel.

1720  
1721 (12) Keeps work and adjacent areas clear. Stores items according to  
1722 Company, fire, safety, and "good housekeeping" regulations and  
1723 practices. Cleans and services equipment used to keep it in operating  
1724 condition and presentable and reports need for repairs.

1725  
1726 (13) Works according to Company regulations and procedures and  
1727 instructions from Crew Chief or supervisor.

1728  
1729 (14) As may apply to work assignment, climbs on ladders, bins, etc.,  
1730 drives or guides powered equipment such as industrial tractors with or  
1731 without a trailer, fork lift, truck or station wagon, power saw; uses hand  
1732 tools such as hammer, crow bar, pliers, screwdriver, wrench; uses  
1733 industrial scales, uses cleaning equipment such as broom, dust cloth, dust  
1734 pan, and rags, and any other equipment used to aid in carrying out  
1735 assigned duties in the most efficient manner.

1736  
1737 (i) The attachments on the following pages are agreed to by the parties and are  
1738 incorporated as part of the Agreement.

1739

1739 **ATTACHMENT 11.1 - TECHNICAL CREW CHIEF SELECTION**

1740

1741

American Airlines

1742

1743 May 5, 1989

1744

1745

1746

1747 Mr. E. Wilson

1748 President, Local 514

1749 Transport Workers Union of

1750 America, AFL-CIO

1751 11929 E. Pine Street

1752 Tulsa, OK 74116

1753

1754 Re: Technical Crew Chief Selection

1755

1756 Dear Mr. Wilson:

1757

1758 During the discussions leading to the Agreement signed May 5, 1989, the issue

1759 of Technical Crew Chief selection was discussed. As we have previously agreed,

1760 selection will be outlined in the Letter of Agreement and further defined to reflect the

1761 following:

1762

1763 The top three (if three available) most qualified candidates as determined by the

1764 Selection Committee will become the finalists. The most senior of these three will be

1765 appointed to the Technical Crew Chief vacancy.

1766

1767

1768

1769 Very truly yours,

1770 S. L. Crosser

1771 Managing Director

1772 Administration-M&E

1773

1774

1775

1775 **ATTACHEMNT 11.2 - TECHNICAL CREW CHIEF UTILIZATION**

1776

1777 August 2, 1991

1778

1779 Mr. Edward R. Koziatak

1780 Assistant Director - International Vice President

1781 Air Transport Division - TWU

1782 1848 Norwood Plaza, Suite 112

1783 Hurst, TX 76054

1784

1785 RE: TECHNICAL CREW CHIEF UTILIZATION

1786

1787 Dear Ed:

1788

1789 The recent expansion of the Company's reliance upon Technical Crew Chiefs in  
1790 work groups other than Title I, have prompted questions regarding the intended  
1791 utilization of these employees. In light of these questions, we discussed the intended  
1792 applications of Technical Crew Chiefs, in an attempt to clarify their roles. This letter is to  
1793 confirm our recent discussions on this matter.

1794

1795 As we agreed, the Technical Crew Chief function was intended to provide  
1796 training, guidance and technical support for the various departments. Although the job  
1797 duties and responsibilities of a Technical Crew Chief are an extension of the duties and  
1798 responsibilities identified in the Crew Chief classification description of the agreement, it  
1799 was not intended that the Technical Crew Chief be used in place of acting or temporary  
1800 Crew Chiefs. Recognizing that from time to time in the absence of the regular Crew  
1801 Chief, Technical Crew Chiefs may be called upon to perform the duties of the regular  
1802 Crew Chief, we agreed that it was not intended to occur on a regular basis such as  
1803 vacation relief, sick coverage, etc..

1804

1805 Should any further questions arise regarding the Technical Crew Chief function,  
1806 we have agreed to attempt to resolve them through continued discussions.  
1807 Please contact me should you have any additional questions.

1808

1809 Regards,

1810

1811 S.L. Crosser

1812 Managing Director

1813 Employee Relations

1814

1815

1816 SLC:kd

1817

1818 cc: D. L. Kruse

1819 R.D. Pearson

1820 Field Managers Employee Relations

1821 **ARTICLE 12 - PROMOTIONS AND JOBS TO BE POSTED**

1822  
1823  
1824 (a) A promotion to a classification which is subject to bidding will be made by the  
1825 appointment of the most senior qualified employees who bid for the vacancy.  
1826 Qualifications for promotion will be established by the Company and may include such  
1827 reasonable measurable standards as are beneficial to the efficiency of the Company's  
1828 operations and to the employees. Additionally, a successful candidate must  
1829 demonstrate his ability to speak, read and write English fluently.

1830  
1831 (1) To be considered eligible for promotion to a Crew Chief or Technical Crew  
1832 Chief vacancy in San Juan, Puerto Rico, a candidate must demonstrate his  
1833 ability to speak fluently both English and Spanish.

1834  
1835 (b) After the provisions of Article 45 (One Station Agreement) have been exhausted,  
1836 subsequent vacancies in the following classifications will be subject to bidding: Crew  
1837 Chief Stock Clerk, Technical Crew Chief – Stock Clerk (Local Station only). Notices of  
1838 such vacancies will be posted on all bulletin boards in all shops and work units at  
1839 stations within the United States where employees are employed.

1840  
1841 (1) The notice of vacancy will state whether the vacancies or jobs are  
1842 expected to be temporary, the number of jobs to be filled, the station or location,  
1843 the compensation at which the job is rated, and will specify a deadline date for  
1844 bids. Such date will not be less than ten (10) calendar days after the date of  
1845 such posting.

1846  
1847 (2) Bids will be submitted by certified or registered United States mail, or by  
1848 United Parcel Service or equivalent, return receipt requested, and bids  
1849 postmarked after such deadline date will not be considered.

1850  
1851 (3) Selection criteria for the position of Technical Crew Chief will be awarded  
1852 in accordance with Article 11.

1853  
1854 (c) An employee bidding for more than one vacancy will indicate the order of his  
1855 preference on each bid, and if he is the senior bidder for more than one vacancy he will  
1856 have the opportunity to qualify only for the vacancy ranked highest in his preference.

1857  
1858 (d) After an employee has been chosen to fill and has accepted the posted job, his  
1859 pay rate for the bid position will begin the day after the bid closes, if the employee's new  
1860 bid is within his station. If the employee's new bid position is out of his station, the pay  
1861 rate for the bid position will begin on the day he reports to the new station. The  
1862 Company will, within ten (10) calendar days, mail to each station a notice to be posted  
1863 on the bulletin board at the station showing the name and seniority date of the  
1864 employee selected to fill the job.

1866 (e) If an employee whose application for a posted job is accepted, is stationed at the  
1867 time of his application in some station other than the station where the posted job is to  
1868 be filled, the Company will furnish space-available transportation for the employee  
1869 affected and for the members of his immediate family, to the extent permitted by law,  
1870 from his current station to his new station. Other expenses incident to such transfer will  
1871 be borne by the employee.

1872  
1873 (f) An employee who is promoted or who has successfully bid for a posted job will  
1874 not be held on a trial basis on his new assignment for a period longer than one hundred  
1875 eighty (180) calendar days and may be demoted or returned to his former assignment in  
1876 the event of his inability to perform his duties in a satisfactory manner. All employees  
1877 successfully bidding a Crew Chief/Technical Crew Chief position will be required to  
1878 have their performance evaluated by a review panel prior to the last day of their one  
1879 hundred eighty-(180) calendar day period. The Transport Workers Union is invited to  
1880 participate on any such panel in accordance with procedures to be decided upon.  
1881 Employees who fail to meet performance expectations will be demoted as outlined in  
1882 this Article. The decision of the review panel will be final and binding, not subject to  
1883 review under the grievance procedures. In the event that he is demoted, he may return  
1884 at his own expense to any vacancy available in the classifications for which he is  
1885 qualified or he may fill a local vacancy in the non-bid classification provided he has the  
1886 seniority to do so or return to his former station, but he will not, for a period of twelve  
1887 (12) months after such return, bid for the vacancy in the same classification or section  
1888 for the same type of work for which he was unable to demonstrate his ability.

1889  
1890 (g) An employee has the right to bid in his own classification at any other station or  
1891 shop, but having filled such posted vacancy will not bid another vacancy in his  
1892 classification for a period of twelve (12) months thereafter.

1893  
1894 (h) During the interim required to post a vacancy, the Company may select an  
1895 employee to fill the vacancy temporarily. If there are employees assigned to that work  
1896 unit/shop/shift, the most senior qualified employee will be selected to fill the vacancy  
1897 temporarily or acting vacancies. He will be entitled during the period that he is assigned  
1898 to the temporary/acting job to compensation at a rate not less than that at which the job  
1899 is rated. An employee assigned during the bidding procedure to a temporary job in a  
1900 lower classification that at which he is rated will not have his compensation reduced to  
1901 that of the lower classification.

1902  
1903 (i) In case of a vacancy not expected to exceed sixty (60) calendar days, the  
1904 Company may select an employee to fill such vacancy on a temporary basis without  
1905 posting the job. When such vacancy is to be filled, preference in filling the position will  
1906 be given to the most senior qualified employee, who are regularly assigned the that  
1907 work unit/shop/shift. In the event there are no such employees, it will be assigned to the  
1908 senior employee in that classification regularly assigned to that work unit/shop/shift. At  
1909 the end of such sixty-(60) calendar days, such vacancy will be posted and only qualified  
1910 employees at the station or shop where such vacancy exists will be eligible to bid. If, at  
1911 the end of such sixty (60) calendar days or at any time after such sixty (60) calendar

1912 days when filled temporarily, such vacancy is no longer a temporary vacancy, the  
1913 vacancy will be filled in accordance with this Article. In accordance with the  
1914 Qualifications Administration Manual, no temporary Crew Chief vacancy can be filled for  
1915 longer than one year under this provision.

1916  
1917 (1) Nothing in the preceding paragraph will require the Company to call in an  
1918 employee on an overtime basis.

1919  
1920 (j) An employee who is assigned to a temporary job under paragraphs (h) and (i) of  
1921 this Article will, upon discontinuance of such temporary job, will be returned to his  
1922 former job.

1923  
1924 (k) An employee who is transferred from one point to another at the request of the  
1925 Company will be so transferred at Company expense, in accordance with company  
1926 regulations.

1927  
1928 (l) An employee may request a transfer from one station to another to fill a regular  
1929 full time or part time vacancy not subject to bidding, provided that the employee's  
1930 qualifications are sufficient for the conduct of the work to which he is to be assigned.  
1931 After the provisions of Article 45 (One-Station Agreement) or the TUL/AFW/MCI  
1932 Transfer Process, if applicable, have been exhausted, the employee will be permitted to  
1933 transfer before a new employee is hired at that station, provided:

1934  
1935 (1) he has a minimum of six-(6) months' service with the Company,

1936  
1937 (2) he has submitted a written request for transfer to his supervisor not less  
1938 than fifteen (15) calendar days prior to transfer date or, in the event the  
1939 Automated Bid and Transfer system is operational in all stations system wide,  
1940 requests for transfer will not be less than two (2) calendar days prior to his  
1941 transfer date,

1942  
1943 (3) he has not completed or refused a transfer within the six (6) month period  
1944 preceding the transfer date,

1945  
1946 (4) each January 1 and July 1 a request for transfer not submitted within the  
1947 preceding thirty (30) calendar days will be voided and it will be necessary for a  
1948 new request to be submitted,

1949  
1950 (5) a vacancy created by the transfer of an employee may be filled by the  
1951 Company at its option.

1952  
1953 (6) The Company will, upon granting an employee's request for transfer,  
1954 furnish space-available transportation of the employee affected and for the  
1955 members of his immediate family, to the extent permitted by law, from his current  
1956 station to his new station. Other expenses incident to such transfer will be borne  
1957 by the employee.

1958  
1959  
1960  
1961  
1962  
1963  
1964  
1965  
1966  
1967  
1968  
1969  
1970  
1971  
1972  
1973  
1974  
1975  
1976  
1977  
1978  
1979  
1980  
1981  
1982  
1983  
1984  
1985  
1986  
1987  
1988  
1989  
1990  
1991  
1992  
1993  
1994  
1995  
1996  
1997  
1998  
1999  
2000  
2001  
2002

(7) A copy of each request for transfer from one station to another shall will be furnished to the ranking local Union Representative at the station to which a transfer is being requested. Crew Chiefs will be permitted under this paragraph to transfer to an appropriate non-bid classification in their Occupational Title Group.

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

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

- (a) he has a minimum of six-(6) months' service with the Company,
- (b) he has submitted a written request for transfer to his supervisor not less than fifteen (15) calendar days prior to transfer date or, in the event the Automated Bid and Transfer system is operational in all stations system wide, requests for transfer will not be less than two (2) calendar days prior to his transfer date,
- (c) he has not completed or refused a transfer within the six-month period preceding the transfer date,
- (d) each January 1 and July 1 a request for transfer not submitted within the preceding thirty (30) calendar days will be voided and it will be necessary for a new request to be submitted, and

2003 (e) a vacancy created by the transfer of an employee may be filled or  
2004 left unfilled by the Company at its option.  
2005

2006 (2) In addition to the above, the priority for transfers under 12 (m) will be as  
2007 follows: Article 12(m) covers four possible situations, that are awarded in  
2008 seniority order within each of the subcategories indicated below:  
2009

- 2010 (a) An employee at the same location within the same Title group.
  - 2011 (b) An employee at a different location within the same Title group.
  - 2012 (c) An employee at the same location within a different Title group.
  - 2013 (d) An employee at a different location within a different Title group.
- 2014

2015 (3) A copy of each request for transfer will be furnished to the ranking local  
2016 Union representative at the station, who will also be notified of the name and  
2017 classification of any employee filling such vacancy.  
2018

2019 (4) An employee having qualified for promotion to a higher classification  
2020 under the provisions of Article 12 of this Agreement, Article 12 of the  
2021 Maintenance Agreement, Article 12 of the Fleet Service Agreement, and Article  
2022 12 of the Technical Specialist Agreement who subsequently fails to successfully  
2023 complete the required qualification test for that classification or fails to  
2024 demonstrate the required mechanical ability (if applicable), will be returned to his  
2025 previous classification and station. However, if the company fails to administer  
2026 the Qualification Test within one hundred and eighty (180) calendar days the  
2027 employee will be considered qualified for the purposes of his assignment.  
2028

2029 (n) An employee may request a demotion from the position of Crew Chief at his  
2030 station provided no other employee possesses recall rights to the classification and  
2031 station in question. Such a successful employee, or an employee demoted for cause,  
2032 will not be permitted to bid for another vacancy in this classification or to serve in an  
2033 acting capacity for a period of twelve (12) months following the effective date of such  
2034 demotion. If however, a Crew Chief self demotes through the transfer procedure to  
2035 another city, the period of exclusion from acting or bidding will be six (6) months.  
2036

2037 (1) The Company will offer a fifteen-(15) day open window in March every 3  
2038 years, beginning in March 2002, for any Crew Chief to self demote. Following this  
2039 self-demotion window, the jobs to be vacated by the self-demotion process will  
2040 be posted for bid and awarded on a local city basis only. If more employees  
2041 desire to self-demote, then those bidding for the jobs at that city, self-demotions  
2042 will be limited to the number requesting to back fill the positions from that city. If  
2043 insufficient local bidders are available, the self-demotions will be permitted in  
2044 seniority order up to the number of bidders.  
2045

2046 (2) A Crew Chief who exercises the self-demotion process will be prohibited  
2047 from bidding a Crew Chief position, and from serving as an acting Crew Chief for  
2048 two (2) years from date of demotion.

2049

2050 (o) An employee who desires to promote to a higher classification under the  
2051 provisions of Article 12(m) of this Agreement, Article 12(m) of the Fleet Service  
2052 Agreement and Article 12(m) of the Maintenance Agreement, must qualify by  
2053 successfully completing the required qualification test for that classification in  
2054 accordance with the Qualification Administration Manual.

2055

2056 (p) The attachments on the following pages are agreed to by the parties and are  
2057 incorporated as part of this Agreement.

2058

2058 **ATTACHMENT 12.1 - TRANSFERS TO JOB VACANCIES AT TUL/AFW**  
2059 **MAINTENANCE BASES**

2060  
2061 RE: TRANSFERS TO JOB VACANCIES AT TUL/AFW MAINTENANCE BASES  
2062

2063 When vacancies are approved which will result in an addition to a shop or job/skill area,  
2064 an employee at the TUL/AFW Maintenance Bases will be provided an opportunity to fill  
2065 the vacancy.

2066  
2067 Each vacancy as defined above will be posted on all bulletin boards at TUL/AFW for a  
2068 period of five (5) days (exclusive of Saturday and Sunday). Responses to the posting  
2069 must be received by Bid and Qualifications, TUL/AFW, no later than the closing date  
2070 indicated on the posting. All employees whose qualifications are sufficient for the  
2071 conduct of the work or job to which the employees are to be assigned are eligible to bid  
2072 on the vacancy provided:

- 2073  
2074 (1) The employee has a minimum of one (1) year with the Company.  
2075  
2076 (2) The employee has not completed a transfer to another vacancy within the  
2077 classification during a twelve (12) month period preceding the date the vacancy bid  
2078 closes. If the previous transfer was a 12(l) into the base, the waiting period is six (6)  
2079 months.  
2080  
2081 (3) The Company will post the name of each individual who is selected to fill the  
2082 vacancy under the posting procedures. The senior qualified bidder will be reassigned to  
2083 the vacancy and may not refuse such assignment.  
2084  
2085 (4) Qualifications for vacancies to be filled by intra-station transfers are deemed to  
2086 be satisfied when an employee:  
2087  
2088 (a) Passes or has previously passed the applicable qualifying test within the  
2089 previous five (5) years, or  
2090  
2091 (b) Has been previously assigned to the job test area for a continuous period  
2092 of three (3) months within the past three-(3) years.  
2093  
2094 (c) Was hired into that type of work within the previous four-(4) years with the  
2095 required creditable experience.  
2096  
2097 (d) The senior qualified bidder will be assigned to the vacancy and may not  
2098 refuse such assignment.  
2099  
2100 (5) After the selection has been made, it will be the Company's option to fill the  
2101 resulting vacancy as follows:  
2102

- 2103 (a) The procedure outlined above will be utilized to fill the (secondary)  
2104 resulting vacancy, then:  
2105
- 2106 (b) Filled at or by management option.  
2107
- 2108 (c) Filled by reassigning volunteers from job test  
2109 areas where employees are available.  
2110
- 2111 (d) Filled by reassigning employees in reverse order of seniority from job test  
2112 areas where employees are available.  
2113
- 2114 (e) Filled by employees with requests to transfer under Article 12 (l).  
2115
- 2116 (f) Filled by employees with requests to transfer under Article 12 (m).  
2117
- 2118 (g) Filled by new hires.  
2119
- 2120 (6) At the Tulsa/AFW Maintenance Base, a Crew Chief or Inspector will be allowed  
2121 to transfer in his non-bid classification, as outlined above, provided his seniority will  
2122 allow. Upon passing the applicable qualifying test (if applicable) the Crew Chief or  
2123 Inspector will then be ineligible to bid or serve in an acting capacity in that classification  
2124 for a period of twelve (12) months (6 months for inspector). Additionally, he will be  
2125 restricted from transferring to another vacancy within his non-bid classification for a  
2126 period of 12 months. If the Crew Chief or Inspector fails the qualification test he will be  
2127 returned to his prior Classification.  
2128
- 2129 (7) In the event of a reduction in force, the reassignment of employees surplus to  
2130 the work needs will be accomplished in accordance with the provisions of Article 15 (b)  
2131 of this Agreement within thirty (30) calendar days following the crew change in which  
2132 the reduction in force was effected.  
2133
- 2134 (8) Within thirty (30) calendar days following the crew change in which a recall is  
2135 effected, the Company may at its option make adjustments in its manning requirements  
2136 to meet its needs.  
2137
- 2138 (9) Temporary assignments (labor loans) will normally be made for a period of  
2139 twenty-eight (28) calendar days and will not exceed ninety (90) calendar days.  
2140 Temporary assignments for the period of more than twenty-eight (28) calendar days will  
2141 be made on the basis of available qualified personnel as defined by the above  
2142 qualifications criteria from within a shop or job/skill area where available qualified  
2143 employees are assigned. In the event there are not sufficient qualified employees, the  
2144 Company may accept volunteers or effect the labor loan of employees in the reverse  
2145 order of seniority from that shop or job/skill area.  
2146
- 2147 (a) Temporary assignments of twenty-eight (28) calendar days or less will be  
2148 effected in the reverse order of seniority from the shop or job/skill area.

2149 Requirements for periods exceeding ninety (90) calendar days will be filled  
2150 through the applicable transfer procedures.

2151  
2152 (10) This memorandum will not apply when movement of unusual number of  
2153 employees is required, such as, shutdown or opening of a shop/line or within thirty (30)  
2154 calendar days following the crew change in which a recall is effected. Under these  
2155 conditions the Company may, at its option, make adjustment in its manning  
2156 requirements to meet its needs.

2157  
2158

2158 **ATTACHEMNT 12.2 - RIF, FILLING FULL-TIME VACANCIES**

2159

2160 Re: RIF, Filling Full-Time Vacancies

2161

2162 Full time vacancy(s) will be filled by the most senior qualified employee(s) requesting to  
2163 fill such a vacancy(s) in accordance with the following order of preference:

2164

2165 (a) System surplus employees (either full-time or part-time) in the same  
2166 classification, provided they are senior to the most senior employee holding recall rights  
2167 to that full time classification. System surplus part time employees electing a full-time  
2168 vacancy will also be subject to the following:

2169

2170 (1) Any part-time employee selecting a full time vacancy as an option  
2171 on this bump sheet will be tentatively awarded the vacancy in order of  
2172 seniority of those employees affected by the reduction in force. The options  
2173 of all other employees will be awarded in order of seniority.

2174

2175 (2) After the awards are completed, the Company will match those  
2176 tentative awards outlined above for those part-time employees successfully  
2177 electing a full-time position against those employees requesting a full time  
2178 position in that city with a full-time vacancy. The full-time vacancy will be  
2179 given to the senior employee(s) (either those part-time employees affected by  
2180 the reduction in force or the local part-time employees with a valid 12(lx) on  
2181 file for a full-time position at that city).

2182

2183 (3) If the vacancy is awarded to the local employee, the employee out  
2184 of the station that was affected by the reduction in force and elected that  
2185 vacancy as an option on his bump sheet, will be assigned a resulting part-  
2186 time vacancy at the receiving city. This employee must, at this time, agree to  
2187 take the position or take layoff. If the employee awarded the position fails to  
2188 relocate to the elected city, he will be terminated and will forfeit recall rights  
2189 and relocation expenses.

2190

2191 (b) Employee with recall rights to a full time position.

2192

2193 (c) The following blended seniority order:

2194

2195 (1) Employees in a full-time bid classification status in the same city  
2196 requesting a voluntary demotion under the provisions of Article 12(n) shall be  
2197 offered full-time vacancies.

2198

2199 (2) Transfer requests of employees currently on payroll in the same  
2200 classification in other cities blended in seniority order with part time  
2201 employees' transfer requests in the same classification within the city with the  
2202 vacancy.

2203

- 2204 (3) Active part time employees in the same classification and city as  
2205 the vacancy and have a 12 (lx) transfer on file.  
2206
- 2207 (d) Transfer requests under Article 12(m) (active or laid off employees who have a  
2208 valid transfer from one classification to another at their own station).  
2209
- 2210 (e) Transfer requests by employees on the payroll who desire to fill a vacancy in  
2211 another classification at another station have been processed (this expands on the  
2212 current terms of Article 12(m).  
2213
- 2214 (f) Transfer request by an employee on layoff status in the same classification in  
2215 which the vacancy exists and who submits a transfer request after being laid off  
2216 adhering to all procedural and qualification requirements under Article 12(l).  
2217
- 2218 (g) Transfer request by an employee on layoff status in a classification other than the  
2219 classification in which the vacancy exists who submits a transfer request after being laid  
2220 off and who meets all procedural and qualification requirements under Article 12(m).  
2221
- 2222 (h) Transfer requests by any employee covered by a TWU/AA agreement other than  
2223 the Maintenance Agreement awarded in seniority order.  
2224
- 2225 (i) New hire.  
2226

2226 **ATTACHMENT 12.3 - WAITING REQUIREMENTS PRIOR TO TRANSFER IN**  
 2227 **ACCORDANCE WITH ARTICLE 12**

2228  
 2229 Waiting Requirements Prior to Transfer in accordance with Article 12  
 2230

2231 A review of the applications of Articles 12(l), 12(m) and 12(ix) and the  
 2232 requirement to wait six (6) or twelve (12) months after completing one of these transfers  
 2233 prior to submitting and/or eligibility for another. The parties agreed that each of these  
 2234 paragraphs is a separate and distinct contractual right. The following is a simplified  
 2235 chart outlining our understandings:  
 2236

2237 1. An employee who desires a 12(ix) - Part Time to Full Time/Full Time to Part  
 2238 Time transfer at his station:  
 2239

2240

An employee who:	Six-month wait required:
Has not completed probation	No
Completed a previous 12(ix) 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

2241  
 2242 2. An employee who desires a 12(l)-Station to Station transfer:  
 2243

2244

An employee who:	Six(6)-month wait required:
Has not completed probation	No- Must complete Probation
Completed a 12(ix) transfer at the station	No
Completed a 12(l) transfer into the station	Yes – 6 months
Completed a 12(m) transfer within the station	Yes – 6 months
Completed a 12(m) transfer in from outside the station	Yes – 6 months

2245  
 2246 3. An employee who desires a 12(m)-Change of Classification at his station:  
 2247

2248

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

2249  
2250  
2251  
2252  
2253  
2254  
2255  
2256  
2257  
2258  
2259  
2260  
2261

We have agreed that employees affected by a reduction in force and located to a different city, may 12(m) back to their original city without any waiting period.

4. We have agreed that where a six month wait is required above, this requirement may be waived upon mutual agreement between Employee Relations and the International TWU prior to hiring new employees. The Union must receive a written request from an employee who desires this exception.

5. An employee who desires a Shop-to-Shop transfer at TUL/AFW:  
An employee who: Six-month wait required:

Has not completed probation	Employee must have one (1) year with the Company
Completed a 12(l) transfer	6 months
Completed a 12(m) inter station transfer	Yes – 6 months
Completed a 12(m) intra station transfer	Yes – 6 months

2262  
2263

2263 **ATTACHMENT 12.4 - TRANSFER RIGHTS FOR THOSE ON LAYOFF STATUS**

2264

2265 American Airlines

2266

2267 July 20, 1981

2268

2269 Mr. John Kerrigan

2270 International Vice President

2271 Transport Workers Union of America, AFL-CIO

2272 1980 Broadway

2273 New York, New York 10023

2274

2275 Dear Mr. Kerrigan:

2276

2277 During our discussions concerning productivity and employee job security, the TWU  
2278 expressed concern that current provisions of the Maintenance and Stores Agreements  
2279 limit transfers between stations by employees in the same classifications to employees  
2280 on active status on the payroll. Further, transfers between classifications of employees  
2281 either active or on layoff are limited to vacancies at their own station. Thus, employees  
2282 who face layoff or are actually laid off, are prevented from transferring and retaining  
2283 employment while new hires fill available vacancies, at stations unaffected by reduction  
2284 in force.

2285

2286 The parties recognize that the mutual interests of the Company and its employees can  
2287 be served best by providing additional transfer mobility and job protection for employees  
2288 on layoff. It is agreed, therefore, that:

2289

2290 1. In addition to the job protection afforded an employee laid off under Article 15 of  
2291 the Maintenance Agreement, and Article 15 of the Stores Agreement, an employee who  
2292 at the time of layoff does not displace a junior employee, or accept a vacancy then  
2293 offered, and is terminated from the payroll, shall be allowed to fill a vacancy before a  
2294 new employee is hired for that vacancy, in the order of priority and under conditions as  
2295 follows:

2296

2297 a. The recall provision of Article 16 Maintenance and Stores Agreements  
2298 have been exhausted (employees in the same classifications recalled to the station from  
2299 which they were laid off).

2300

2301 b. Transfer requests filed under Article 12(l) have been processed (active  
2302 employees in the same classification transferring from one station to another).

2303

2304 c. Transfer requests under Article 12(m) have been processed (active or laid  
2305 off employees who have a valid transfer from one classification to another at their own  
2306 station).

2307

2308 d. Transfer requests by employees on the payroll who desire to fill, a  
2309 vacancy in another classification at another station have been processed (this expands  
2310 on the current terms of Article 12(m).

2311  
2312 e. Transfer request by an employee on layoff status in the same  
2313 classification in which the vacancy exists and who submits a transfer request after being  
2314 laid off adhering to all procedural and qualification requirements under Article 12(l).

2315  
2316 f. Transfer request by an employee on layoff status in a classification other  
2317 than the classification in which the vacancy exists who submits a transfer request after  
2318 being laid off and who meets all, procedural and qualification requirements under Article  
2319 12(m).

2320  
2321 g. To exercise these additional transfer rights, all employees on layoff shall,  
2322 in addition to the required information on the transfer request, specify in writing that  
2323 he/she is on layoff status, the effective date of such layoff, and the station from which  
2324 employee is laid off in order to safeguard the rights of other employees with a higher  
2325 contractual priority to the vacancy.

2326  
2327 h. All transfer requests filed by an employee prior to layoff are null and void.

2328  
2329 i. An employee on layoff status who refuses a vacancy for which he has  
2330 submitted a transfer request under these procedures will not be eligible to transfer to  
2331 another vacancy during the remaining period of the layoff; however, he will retain his  
2332 recall rights to his station.

2333  
2334 The Company is not obligated to contact employees on layoff to offer vacancies in their  
2335 own or other classifications.

2336  
2337 Agreed: John Kerrigan

2338  
2339 Charles A. Pasciuto Vice President Employee Relations

2340

2340 **ATTACHMENT 12.5 - STORES AGREEMENT ARTICLE 12(I) AND 12(Ix)**

2341

2342 May 12, 1987

2343 Revised March 1, 2001

2344

2345 Division Managers Employee Relations

2346

2347 Re: Stores Agreement, Article 12 (I) and 12 (Ix) Transfer Provisions

2348

2349 Our continuing expansion has created more opportunities for employees to transfer:

2350

2351 A. In the same classification from one TWU covered station to another under the  
2352 provisions of the Maintenance Agreement, Article 12(I).

2353

2354 B. Intra-Station transfer opportunities in the same classification from part time to full  
2355 time and full time to part time 12(Ix) under the Maintenance Letter of Agreement.

2356

2357 The application of these provisions is subject to clarification:

2358

2359 1. An employee who has a valid 12(I) transfer does not void that transfer  
2360 request by turning down a 12(Ix), and vice-versa.

2361

2362 2. An employee with a valid 12(I) transfer request to another station who  
2363 completes a 12(Ix) transfer at his own station does not invalidate the 12(I) and vice-  
2364 versa.

2365

2366 3. When an employee in Station A has been awarded a 12(I) transfer to  
2367 Station B but does not have a reporting date to Station B and the delay in the reporting  
2368 date is such that a junior employee in Station A would be awarded a 12(Ix) in the interim  
2369 for a month or more, the employee's 12(I) rights will not be affected if he accepts the  
2370 proffer of a 12(Ix) vacancy at Station A for this interim only. Provided, however, that the  
2371 12(I) transfer shall be completed, otherwise the employee will not be permitted to  
2372 transfer until completion of twelve (12) months from the transfer date.

2373

2374 4. When a 12(I) transfer is completed; that is, a reporting date is set and  
2375 accepted, and the reporting date is less than a month from date of reporting to the new  
2376 station, the employee with the 12(I) transfer will be required to transfer, or otherwise to  
2377 wait another twelve (12) months from the transfer date.

2378

2379 5. The above does not change the fact that a refusal of a 12(Ix) will trigger a  
2380 six (6) month wait for another 12(Ix) and likewise a refusal of a 12(I) will require a  
2381 twelve (12) month wait for another 12(I).

2382

2383 E.R. Koziatek  
2384 International Vice President  
2385 Transport Workers Union

James Enright  
Director  
Employee Relations

2386

2386 **ATTACHMENT 12.6 - CREW CHIEF BID**

2387

2388 American Airlines

2389

2390 January 22, 1988

2391

2392

2393 Mr. E. R. Koziatek

2394 International Vice President

2395 Transport Workers Union of America, AFL-CIO

2396 Building "A" - Norwood Office Park

2397 1501 No. Norwood Drive - Suite 125

2398 Hurst, Texas 76053

2399

2400 Dear Mr. Koziatek:

2401

2402 This is to confirm our discussions specifically addressing the question of whether an  
2403 employee who bids and is awarded a Crew Chief position at his own station may bid for  
2404 and be awarded a Crew Chief position in another station before completing twelve (12)  
2405 months of service as a Crew Chief at his own station.

2406

2407 We hereby agree that a Crew Chief who bids and is awarded a Crew Chief position in  
2408 his own city, may bid and be awarded a Crew Chief job in another station within the  
2409 regular twelve (12) month lock-in period, provided that such Crew Chief shall have  
2410 successfully completed the 180 day probationary period as required by the Agreement.

2411

2412 This is not intended to modify in any way the past application of provisions of the  
2413 Agreement or any arbitral decision heretofore issued clarifying the intent and practice  
2414 with respect to filling of bid vacancies.

2415

2416 Sincerely,

2417

2418 James Enright

2419 Managing Director

2420 Employee Relations

2421

2422 Agreed:

2423 E. R. Koziatek

2424

2424 **ATTACHMENT 12.7 - CREW CHIEF SELF-DEMOTION**

2425

2426

2427 March 14, 1996

2428

2429

2430 Mr. John Orlando

2431 International Vice President

2432 AA System Coordinator

2433 Transport Workers Union of America, AFL-CIO

2434 1848 Norwood Plaza, Suite 112

2435 Hurst, TX 76054

2436

2437 Dear John:

2438

2439 We have discussed the Crew Chief Self-Demotion process which was provided for in  
2440 the August 15, 1995 agreement.

2441

2442 A situation could exist in which a Crew Chief who wishes to self demote under the  
2443 special self demotion letter of agreement would be junior to another employee in the  
2444 non-bid classification who still held recall rights to the non-bid classification.

2445

2446 We have agreed that under such a circumstance, the Crew Chief would be prohibited  
2447 from exercising the ability to self demote, since, absent his Crew Chief position, he  
2448 would have been impacted by the reduction, and that we did not wish to create a  
2449 situation where an employee senior to the self demoting Crew Chief would still be  
2450 displaced while the junior employee (the self demoting Crew Chief) assumed a position  
2451 in the non-bid classification.

2452

2453 If the preceding meets with your understanding, please sign where indicated below and  
2454 return a copy of this letter for our file.

2455

2456

2457

2458

2459 Mark L. Burdette

2460 Managing Director

2461 Employee Relations, Ground

2462

2463 Agreed and Accepted:

2464

2465 John M. Orlando

2466

2466 **ATTACHMENT 12.8 - ARTICLE 12(n) SELF-DEMOTION & TRANSFERS**

2467

2468 American Airlines

2469 Revised March 1, 2001

2470 March 24, 1999

2471

2472

2473 To: Field HR Managers

2474

2475 Reference: Article 12(n) Self-Demotion & Transfers

2476

2477 This letter is to clarify and confirm the eligibility of a Crew Chief, who has exercised the  
2478 provisions of Article 12(n) and self demotion, to transfer under the provisions of Article  
2479 12(l), 12(m) following such a demotion. Application for TUL/AFW is found in the  
2480 TUL/AFW Transfer Memorandum.

2481

2482 Crew Chiefs may self demote under 12(n), after they have successfully completed the  
2483 180 day trial period, by exercising their seniority under the letter of agreement dated  
2484 April 2, 1996 regarding the filling of full time vacancies and the provisions outlined in  
2485 Article 43(c).

2486

2487 The following identifies the appropriate six month wait requirements for transfer  
2488 following the corresponding 12(n) self demotion:

2489

2490 1. You have self-demoted within classification and station.

2491 Six-month wait not required to transfer under 12(l) or 12(m).

2492

2493 2. You have self-demoted within classification, out of station:

2494 Six-month wait required to transfer under 12(m). Twelve month wait for 12(l).

2495

2496 3. You have self-demoted out of classification, within station:

2497 Six-month wait required to transfer under 12(l) or 12(m).

2498

2499 4. You have self-demoted out of classification and station:

2500 Six-month wait required to transfer under 12(l) or 12(m).

2501

2502 Note: Eligibility for transfer with regard to changes in status [12(lx)] is covered in the  
2503 Letter of Agreement dated July 22, 1991.

2504

2505 I have also attached examples of various scenarios to further clarify this interpretation.  
2506 Should you have any questions regarding the application of this provision, please don't  
2507 hesitate to contact me.

2508

2509 Sincerely,

2510

2511 James B. Weel

2512 Managing Director

2513 Employee Relations-Ground

2514

2514 **ATTACHMENT 12.9 - BIDS & ELIGIBILITY**

2515

2516 American Airlines

2517 September 22, 1999

2518

2519 Mr. James C. Little

2520 AA System Coordinator

2521 Transport Workers Union of America, AFL-CIO

2522 1848 Norwood Plaza, Suite 112 Hurst, Texas 76054

2523 Reference: Bids & Eligibility

2524 Dear Jim,

2525 As discussed at the July 28, 1999 President's Council meeting in San Francisco, this  
2526 letter will serve as a means of clarification and understanding regarding eligibility for a  
2527 bid job. Bid jobs include Technical Crew Chief, Crew Chief and Inspector vacancies.

2528

2529 Currently, basic eligibility requires that an employee be eligible for award on the date  
2530 the bid opens.

2531

2532 Example 1: Employee awarded a bid 1/1/99 is not eligible for a future bid that  
2533 opens on or before 1/1/00.

2534

2535 An exception is made when employees are bidding to change status "at their own  
2536 station". For a change of status bid at their own station, there is no waiting period.  
2537 Moreover, this award is made based on where the employee is located on the date of  
2538 the award, not when the bid opens.

2539

2540 By way of this memorandum, eligibility for bid vacancies shall be determined based on  
2541 whether or not the employee is eligible during the ten days the vacancy is posted.

2542

2543 Example 1: Employee awarded a bid 1/1/99 is eligible for a future bid that  
2544 closes after 1/1/00.

2545

2546 An exception will continue to be made for change of status bids. However, the award  
2547 date will no longer be used to determine eligibility. An employee must have reported to  
2548 the station where the vacancy exists prior to a bid closing in order to be considered  
2549 eligible.

2550 By way of your signature below, please indicate your acceptance of this clarification and  
2551 understanding.

2552 Sincerely,

2553 James. B. Weel

2554 Managing Director Employee Relations- Ground

2555

2556 Agreed:  
2557 James C. Little  
2558 AA System Coordinator  
2559 Transport Workers Union

2560 **ATTACHMENT 12.10 - TUL BIDDING/TRANSFER (SHOP TO SHOP)**

2561

2562 American Airlines

2563 May 17, 1996 revised 3/1/01

2564

2565 Mr. John Orlando

2566 International Vice President AA System Coordinator

2567 Transport Workers Union of America, AFL-CIO

2568 1848 Norwood Plaza, Suite 112 Hurst, Texas 76054

2569 Re: TUL Bidding/Transfers (Shop to Shop)

2570 Dear John:

2571

2572 During the 1995 Negotiations, the parties recognized that the processing time under the

2573 TUL Transfer Memorandum could be reduced if fewer employees rescinded their TUL

2574 request prior to testing. Therefore, to encourage employees to follow through with the

2575 bidding process, it is hereby agreed:

2576

2577 a. Once an employee has been tested and passes the test, the employee  
2578 cannot refuse the transfer.

2579

2580 b. If an employee is qualified and bids a vacancy for transfer, the transfer  
2581 cannot be turned down and the employee must move. Except in an emergency,  
2582 the transfer will take place on the second Monday following the employee's  
2583 qualification.

2584

2585 This addendum to the Transfer to Job Vacancies in no way alters any provision of the  
2586 Basic Agreement or the Transfer Memorandum itself. Any changes to the procedure will  
2587 require mutual agreement of the parties. Any disputes which arise concerning the  
2588 applications of this addendum will be resolved through mutual discussion with TWU  
2589 Local President and the local AA Human Resources Manager.

2590

2591 Sincerely,

2592 Mark L. Burdette

2593 Managing Director

2594 Employee Relations – Ground

2595 Agreed to this date:

2596 M. Finley, President

2597 Local 514 - TWU

2598 Approved:

2599 John M. Orlando

2600 bcc: D.L. Kruse

2601 J.G. Allen

2602 L.A. Laster

2603 R. Hodge

2604 D.A. Newgren

2605 A. Gatt

2606 R. Pritchett

2607	M.B. Fives
2608	M.K. Tinsman
2609	K. Howerton
2610	C.Tagorda

2611 **ARTICLE 13 - SYSTEM SENIORITY LIST**

2612  
2613 (a) A System Seniority list of the employees covered by this Agreement listing name,  
2614 personnel number, Occupational seniority date, Company seniority date, job  
2615 classification, station and highlighted changes will be furnished to the Union, by  
2616 February 15<sup>th</sup> and August 15<sup>th</sup> of each year. These lists will indicate the position held by  
2617 each employee who is not a member of the bargaining unit and will also indicate  
2618 whether he is retaining or retaining and accruing.

2619  
2620 (b) The Company will post and maintain copies of the System Seniority list on its  
2621 bulletin boards at all stations where employees are based.

2622  
2623 (c) An employee or the Union may use a System Seniority Protest  
2624 Form for any omission or incorrect posting affecting any employee's  
2625 seniority within sixty (60) calendar days after posting of the seniority list,  
2626 except that an employee on vacation, sick leave or a leave of absence in  
2627 accordance with Articles 17 and 18 of this Agreement or employees  
2628 affected by a Reduction in Force and recall in accordance with Articles 15  
2629 and 16 of this Agreement or on an assignment at a location where a roster  
2630 is not posted, will have sixty (60) calendar days from the date of his return  
2631 to duty at a station where the roster is posted in which to file such protest.  
2632 An employee may file a protest with respect to his listing upon his  
2633 presentation of new and pertinent evidence. Waivers to these time limits  
2634 may only be granted by joint agreement of the Director of the Air Transport  
2635 Division of the Union and the Vice-President of Employee Relations of the  
2636 Company.

2637  
2638 (d) The following will be the procedures for the Seniority Protest Form.

2639  
2640 1. The employee will forward the Protest Form to the Local Union office. The  
2641 Local Union will forward a copy of the Protest Form to the appropriate Human  
2642 Resource office. Protest Forms must be accompanied by supporting  
2643 documentation.

2644  
2645 2. The Local Union and appropriate Human Resources office will investigate the  
2646 protest.

2647  
2648 3. The Local Union office will forward the protest and their recommendation to  
2649 the TWU ATD office.

2650  
2651 4. The TWU ATD will advise the Company if a change is required. The  
2652 Company will forward a final resolution to the protest to the Local Union, the  
2653 appropriate Human Resource office and the affected employee.

2654  
2655 (e) The attachment on the following page is agreed to by the parties and is  
2656 incorporated as part of this agreement.

2657 **ATTACHMENT 13.1 - CLASSIFICATION SENIORITY ADJUSTMENTS**

2658

2659 American Airlines

2660

2661 May 29, 1997

2662

2663

2664 John Orlando

2665 International Vice President

2666 Transport Workers Union of America

2667 1848 Norwood Plaza, Suite 112

2668 Hurst, Texas 76054

2669

2670 Dear John:

2671

2672 This is to advise you of a change in the Company's policy regarding Classification  
2673 Seniority.

2674

2675 As you are aware, we have recently experienced a number of situations in which we

2676 have agreed to adjust Occupational Seniority arising from transfer bypass grievances.

2677 In the past, it has been our practice to adjust only Occupational Seniority not inclusive of  
2678 Classification Seniority.

2679

2680 A number of these adjustments have given rise to additional requests for like

2681 adjustments to pay seniority. After much discussion, we have concluded that we shall

2682 make such simultaneous adjustments henceforth.

2683

2684 Accordingly, I have directed Teresa Goff, P.A. Audits, to make the Appropriate  
2685 classification adjustments (will be made) when adjusting occupation seniority in cases of  
2686 transfer bypass. I have also attached a copy of my correspondence to her and a list of  
2687 AFW employees whose pay seniority will also be adjusted.

2688

2689

2690 Sincerely,

2691 Mary K. Tinsman

2692 Senior Counsel

2693 Employee Relations

2694

2695

2696 Note: This letter and the attachments have been placed in the affected employees'  
2697 personnel files.

2698 **ARTICLE 14 - LOSS OF SENIORITY**

2699

2700 (a) An employee once having established seniority will not lose said seniority except  
2701 as provided in this Agreement.

2702

2703 (b) An employee who is discharged for just cause will forfeit all seniority accrued to  
2704 date of such discharge. An employee who resigns from the service of the Company will  
2705 forfeit all seniority accrued to date of such resignation, except that an employee, who,  
2706 on the effective date of resignation, holds recall rights pursuant to Article 16 may  
2707 continue to hold such recall rights provided such employee submits a written request to  
2708 hold recall rights prior to the effective date of his resignation.

2709

2710 (c) If an employee who has been laid off is offered the opportunity to return to the  
2711 service, in other than temporary work, and such offer of recall is to employment of the  
2712 same classification and status as laid off from (full time to full time or part time to part  
2713 time) and such employee elects not to return to the service, or who fails to comply with  
2714 the provisions of Article 16 (a) or (e), his seniority right of preference in reemployment  
2715 will at that time terminate, and his seniority with the Company will be forfeited.

2716

2717 (d) The attachment on the following page is agreed to by the parties and is  
2718 incorporated as part of this agreement.

2719

2719 **ATTACHMENT 14.1 - CLARIFICAITONS AND INTERPRETATIONS OF ARTICLE**  
2720 **14(b)**

2721  
2722 American Airlines

2723  
2724 October 8, 1991

2725  
2726 Mr. Edward R. Koziatek  
2727 International Vice President  
2728 Transport Workers Union of America, AFL-CIO  
2729 1848 Norwood Plaza, Suite 112  
2730 Hurst, TX 76054

2731  
2732 Dear Ed:

2733  
2734 This will confirm our discussions and understandings regarding the provisions of  
2735 Article 14 (b) of the Maintenance and other similar articles in the other AA/TWU  
2736 agreements. Since the interpretation of this provision in 1972, we have negotiated many  
2737 changes to the Agreements including -Reduction in Force, Transfer from Layoff, Part  
2738 time and Recall.

2739  
2740 It is our intent that any employee who is directly affected by a reduction in force  
2741 and exercises their seniority, either at the time of layoff or after accepting layoff, and  
2742 thereafter must resign for personal reasons (cannot accept the new area, job or  
2743 location) will retain recall rights if at the time of resignation they so notify the Company  
2744 in writing of their desire to retain their recall rights.

2745  
2746 Example:

2747 Employee is laid off at STL and elects to displace a junior  
2748 employee in ORD. After a few weeks in Chicago the employee's  
2749 family cannot join him and he elects to resign and retain his recall  
2750 to STL. This would be permissible.

2751  
2752 Same situation as above except the employee elects layoff at the  
2753 time of the reduction in force and after being unemployed for some  
2754 time, transfers to a vacancy at ORD. He elects to resign for  
2755 whatever reason and would be eligible to retain his recall rights.

2756  
2757 If you have any question regarding this interpretation, please give me a call.

2758  
2759 Stan Crosser

2760  
2761 SLC:kd

2762  
2763 cc: Managers Field Employee Relations

2764 **ARTICLE 15 - REDUCTION IN FORCE**

2765  
2766 (a) All demotions and reductions in force of full time and part time employees for lack  
2767 of work will be handled separately in accordance with seniority, as provided for in  
2768 paragraph (e) of Article 10. Transfer requests by employees on layoff status will be  
2769 covered under the provisions of Article 12 of this Agreement.

2770  
2771 (b) An employee having Title Seniority (one who has completed his probationary  
2772 period) and who is directly affected by a curtailment of work requiring a reduction in  
2773 force, may, at his option (except as provided in Article 42,

2774  
2775 (1) exercise his seniority to displace another employee at his station in his  
2776 own or lower classification within his Title Group, in a non bid position, or

2777  
2778 (2) exercise his seniority to fill a vacancy or displace another employee at his  
2779 station in his own or lower classification within his Title Group in a part time  
2780 position, or

2781  
2782 (3) If he has completed his probationary period, he may exercise his seniority  
2783 to fill a vacancy at another station in his classification, in either a full time or part  
2784 time position, not subject to bidding, in accordance with the provisions of Article  
2785 12, or

2786  
2787 (4) If he has one (1) or more years of seniority, he may exercise his seniority  
2788 to displace the employee or employees with the least system seniority in his own  
2789 classification or any lower classification, in either a full time or part time position  
2790 not subject to bidding, or

2791  
2792 (5) If he is retaining seniority in another Title Group, he may exercise his  
2793 retained seniority, but only at his own station. If that Title Group and appropriate  
2794 classification does not exist at the station where the reduction in force occurs, the  
2795 employee may request a transfer to any existing vacancy in the system in the  
2796 appropriate classification, in either a full time or part time position, in which event  
2797 he will have preference over employees who otherwise qualify under the  
2798 provisions of Article 12. If no vacancy exists, he may exercise this retained  
2799 seniority to displace the employee with the least system seniority in his former or  
2800 lower classification within the appropriate Title Group in either a full time or part  
2801 time position.

2802  
2803 In the application of (2) above, the employee will be advised of and, in order of  
2804 his occupational seniority, offered vacancies and displacement rights to part time  
2805 positions at his station.

2806  
2807 In the application of (3) and (5) above, the employee will be advised of and, in  
2808 order of his occupational seniority, offered his choice of the stations where the  
2809 appropriate vacancies exist.

2810  
2811  
2812  
2813  
2814  
2815  
2816  
2817  
2818  
2819  
2820  
2821  
2822  
2823  
2824  
2825  
2826  
2827  
2828  
2829  
2830  
2831  
2832  
2833  
2834  
2835  
2836  
2837  
2838  
2839  
2840  
2841  
2842  
2843  
2844  
2845  
2846  
2847  
2848  
2849  
2850  
2851  
2852  
2853  
2854  
2855

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

The number of least senior employees exposed to displacement under this procedure will not be changed because of failure of a laid off employee to move to a job previously allocated. An unprotected employee displaced as a result of an employee exercising option (4) or (5) above his seniority will have displacement rights provided he has the required occupational seniority.

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

(c) In the event of a Reduction in Force for Technical Crew Chiefs the following will apply:

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

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

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

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

2856  
2857 An employee exercising seniority under this Article who fails to prove that his  
2858 qualifications are sufficient for the classification and type of work for which he expressed  
2859 a desire to exercise his seniority may exercise his seniority in a lower classification at  
2860 this station provided he notifies his immediate supervisor of his intention to exercise his  
2861 seniority within three (3) calendar days after receipt of notice of his failure to qualify.  
2862  
2863 (e) Unless the reduction in force is the result of any reason set forth in Article 37(c),  
2864 an employee who changes base stations under Article 15(b) (3), (4) or (5) will be  
2865 reimbursed by the Company for all moving and travel expenses in accordance with  
2866 Company Regulations. Space available transportation for the employee and for  
2867 members of his immediate family to the extent permitted by law will be furnished by the  
2868 Company to an employee changing his base station under the provisions of paragraph  
2869 (b) of this Article.  
2870  
2871 (f) A protected employee who is directly affected by a reduction in force at his  
2872 station will be afforded the benefits of Article 44(a) except that a protected employee  
2873 who has the seniority to remain at his/her location in a non-protected status, and who  
2874 elects system displacement in a non-protected status will not be entitled to the \$12,500  
2875 allowance under Article 44.  
2876  
2877 (g) Upon request of the Local Union President, an employee may, within seven (7)  
2878 calendar days, appeal to a review panel composed of the Director of the Air Transport  
2879 Division and the Vice President, Employee Relations any disputes regarding the  
2880 Reduction in Force application or administration.  
2881  
2882  
2883 (h) An employee who has accepted layoff and who has been removed from payroll  
2884 will accrue Classification seniority for the duration of the period on layoff, not to exceed  
2885 ten (10) years as outlined in Article 16 (Recall).  
2886  
2887 (i) If a full time Crew Chief, protected as a full time employee, is affected by a  
2888 reduction in force and does not have sufficient seniority to remain full time in a non bid  
2889 classification at his station, he will be eligible for the special moving expense as outlined  
2890 in Article 44 of the Agreement if he displaces the junior Crew Chief in the system. He is  
2891 also eligible for the special moving expense if he elects to displace into a non-bid job in  
2892 the system.

2893 **ARTICLE 16 - RECALL**  
2894

2895 (a) An employee who has completed his probationary period and who is laid off by  
2896 the Company due to a reduction in force will continue to accrue seniority during such  
2897 layoff for a period not exceeding his previous service to a maximum of three (3) years;  
2898 the employee will continue to retain seniority thereafter. All seniority will be cancelled  
2899 and recall rights forfeited if the employee is not recalled by the Company within ten (10)  
2900 years from the effective day of layoff. Employees who remain on payroll will accrue  
2901 seniority and retain recall rights indefinitely. The Company and the respective TWU  
2902 Local President will agree on the current recall list within ninety (90) calendar days of  
2903 the date of ratification of this agreement.

2904  
2905 (b) A laid off employee will only have recall rights for the period indicated in  
2906 paragraph (a) above to a job in the classification and station from which he was laid off,  
2907 except that an employee released from a bid job in connection with a reduction in force  
2908 in said bid job shall not be subject to recall to said bid job. An employee released from  
2909 a bid job will retain recall rights in accordance with paragraph (a) above to a job in the  
2910 next lower non-bid classification in his Occupational Group Title at the station from  
2911 which he was laid off. An employee laid off from a full time position will also have recall  
2912 rights to a part time position in the classification and station from which he was laid off.  
2913 An employee declining such recall to a part time position will not lose recall rights to a  
2914 full time position at that station.

2915  
2916 (c) An employee who in lieu of layoff exercises his seniority to displace the  
2917 employee on the system in his own classification with the least Title seniority, or an  
2918 employee who in lieu of layoff accepts a vacancy in his own classification at another  
2919 station at the time of layoff or before the expiration of his recall rights, or an employee  
2920 who in lieu of layoff accepts a part time vacancy or displaces a part time employee will  
2921 retain recall rights in accordance with paragraph (a) to the full time classification and  
2922 station from which he was first laid off.

2923  
2924 (d) An employee who, in lieu of layoff, exercises his seniority to displace an  
2925 employee in a lower classification within his own Occupational Group Title will retain  
2926 recall rights in accordance with paragraph (a) to the classification and station from  
2927 which he was first released.

2928  
2929 An employee who, in lieu of layoff, exercises his seniority to displace an  
2930 employee in another classification and Occupational Group Title in which he holds  
2931 seniority, or accepts a vacancy in any other Occupational Group Title at time of layoff or  
2932 before the expiration of his recall rights, will accrue seniority in the Occupational Group  
2933 Title to which he transferred in accordance the applicable Agreement in addition to  
2934 accruing and retaining seniority in accordance with paragraph (a) of this Article and  
2935 retaining recall rights in accordance with paragraph (b) of this Article. Further, should  
2936 an employee bump through one or more classifications and eventually be laid off, he will  
2937 retain recall rights to each such classification and Title Group.  
2938

2939 An employee having such multiple recall rights will have the option of accepting  
2940 or waiving recall rights to each such classification and Title Group in which he holds  
2941 seniority. If the employee waives recall rights to a classification, he will forfeit all recall  
2942 and seniority rights to that classification.

2943  
2944 (e) All employees laid off by the Company due to reduction in force will maintain a  
2945 current address with the Company. Any change in address must be filed promptly,  
2946 sending a Change of Personal Information Form to Employee Services; P.O. Box  
2947 619616, Mail Drop 5141, DFW Airport, Texas 75261 or by calling Employee Services @  
2948 1-800-447-2000.

2949  
2950 All notices of recall will be made (telephonic notifications are okay if confirmed in  
2951 writing) in writing via overnight mail/express (i.e. U.S. Post Office, Federal Express or  
2952 equivalent) return receipt requested. All employees must notify the person whose name  
2953 is signed to the recall letter, within ten (10) calendar days of the date of mailing  
2954 postmark of the recall letter, the date he will report for duty. Any employee who fails to  
2955 notify the Company or who fails to return to duty within twenty-one (21) calendar days of  
2956 the date of the mailing (or equivalent) will be considered to have refused recall and will  
2957 lose all rights to recall and his seniority shall be forfeited, unless such period is  
2958 extended by the Company for an additional period not exceeding fifteen (15) additional  
2959 calendar days. The Company will furnish the ranking Local Union Representative a  
2960 copy of all such recall letters.

2961  
2962 (f) An employee who has been laid off, and who has been out of the service for a  
2963 period of twelve (12) months or more, may be required to take such tests (excluding  
2964 medical tests) as may be necessary to establish that he is qualified to perform the work  
2965 to which he is to be assigned, provided that such tests are not given less than sixty (60)  
2966 calendar days after his recall.

2967  
2968 (g) The attachment on the following page is agreed to by the parties and is  
2969 incorporated as part of this agreement.

2970

2970 **ATTACHMENT 16.1 - MULTIPLE RECALL RIGHTS**

2971

2972 March 25, 1994

2973

2974

2975

2976 Mr. Edward R. Koziatek

2977 International Vice President - TWU

2978 1848 Norwood Plaza, Suite 112

2979 Hurst, Texas 76054

2980

2981 Dear Ed.

2982

2983 There have recently been some questions regarding an employee's recall rights if he is  
2984 laid off from more than one, non-bid, position and whether he maintains recall rights to  
2985 only the classification and station from which he was first released (Article 16,  
2986 paragraph (c) and (d)).

2987

2988 In accordance with Article 16, paragraph (b) of the agreement, an employee has recall  
2989 rights to a job in the classification and station from which he was laid off, with the  
2990 exception of bid jobs. It is our understanding that if the employee is subsequently laid off  
2991 from another position, he shall retain recall rights to each job in the classification and  
2992 station from which laid off with the exception of bid jobs.

2993

2994 Please sign below if this is your understanding of the agreement.

2995

2996

2997 Sincerely,

2998

2999

3000 Stanley L. Crosser

3001 Managing Director

3002 Employee Relations

3003 **ARTICLE 17 - LEAVES OF ABSENCE**

3004  
3005 (a) When the requirements of the operation will permit, an employee may be granted  
3006 an unpaid Personal Leave of Absence, referred to as "PLOA", for any period of up to  
3007 one (1) year. A request for PLOA must be submitted to the Company in writing. The  
3008 request will state the reason for the leave and the duration of the leave. An approved  
3009 PLOA will be granted in writing and will specify the expiration date of the leave. When a  
3010 PLOA is granted, the employees will retain and continue to accrue seniority during the  
3011 entire period of the leave.

3012  
3013 (1) If the initial leave is requested for less than one (1) year and the  
3014 requirements of the operation will permit, a PLOA may be extended for additional  
3015 periods such that the total leave does not exceed one (1) year. A request for an  
3016 extension of a PLOA must be submitted and approved prior to the expiration date  
3017 of the current leave.

3018  
3019 (2) An employee on a PLOA may submit a request to terminate his leave  
3020 prior to the expiration date of the leave. The request must be in writing. The  
3021 Company's response to the request will be in writing.

3022  
3023 (3) Based on the requirements of the operation, the Company may cancel any  
3024 PLOA at any time prior to the expiration date of the leave. In the event the  
3025 Company elects to cancel a PLOA, the affected employee will be notified in  
3026 writing, not less than fourteen (14) calendar days prior to the effective date of  
3027 cancellation.

3028  
3029 (b) An employee, holding a position as an International TWU Representative, an  
3030 International TWU Officer, or a full time position with the International Union or any of its  
3031 locals, may request through the International Union a Union Business (Pay)  
3032 Continuance Leave of Absence, referred to as "UBC". The request for a UBC will be in  
3033 writing from the International Union. The request will be sent to the Vice President –  
3034 Employee Relations. If approved by the Company, the UBC will not exceed twelve (12)  
3035 calendar months or the term of office in the event of an elected position. The written  
3036 approval will state the expiration date of the leave. An employee on a UBC will continue  
3037 to retain and accrue seniority throughout the leave.

3038  
3039 (1) A UBC may be extended in the same manner as stated in Article 17(a). A  
3040 request for an extension of a UBC must be submitted and approved prior to the  
3041 expiration date of the current UBC.

3042  
3043 (2) If the UBC is extended, the employee will continue to retain and accrue  
3044 seniority.

3045  
3046 (3) If an employee is on a UBC, there will be no interruption to the employee's  
3047 pay and benefits, but the Company will bill the Local Union or the International  
3048 Union, as applicable, for the employee's salary plus a percentage override for tax

3049 and benefit related expenses. Failure of the responsible party to pay the billing  
3050 will result in the termination of the UBC for the affected employee.

3051  
3052 (c) Leaves of absence for bona fide Union business will be granted if written request  
3053 is submitted to the employee's supervisor in advance to accommodate the request. In  
3054 the case of an employee holding a position as an International Representative, an  
3055 International Officer of the Transport Workers Union or an employee holding a full time  
3056 position within the International Union or any of its locals, the written request must be  
3057 submitted by the Director Air Transport Division of the Transport Workers Union to the  
3058 Vice President – Employee Relations. During this leave for Union business, known as  
3059 “UB”, the employee will maintain his benefits.

3060  
3061 (d) In lieu of a planned Reduction in Force, the Company will, to the extent possible,  
3062 make Overage Leaves of absence (OL) available to TWU represented employees who  
3063 have completed their probationary period. Requests for leaves under this procedure  
3064 must be submitted to the Company in writing. Approved leaves will be granted in writing  
3065 and will not result in the involuntary transfer of any other TWU represented employee.

3066  
3067 (1) Prior to the authorization of any Overage Leave of Absence (OL), the  
3068 Executive Vice President of Customer Service or the Senior Vice President of  
3069 Maintenance and Engineering, as appropriate, will review implementation plans  
3070 with the Director of the Air Transport Division.

3071  
3072 (2) The number of such leaves of absence granted at each station will be  
3073 determined by the Company.

3074  
3075 (3) When an Overage Leave is declared, an employee who is on a leave of  
3076 absence other than an Overage Leave, may request to have his leave converted  
3077 to an Overage Leave. It is the employee's sole responsibility to request such  
3078 conversion.

3079  
3080 (4) Upon proper application to the Company, leaves of absence under this  
3081 procedure will be granted by job skill/work unit, in order of occupational seniority  
3082 for periods of not less than one (1) week and no more than one (1) year.  
3083 Extensions may be granted if there are no other Overage Leave requests on file.

3084  
3085 (5) Overage Leaves, once granted, may not be refused and must be accepted  
3086 by the employee requesting the leave.

3087  
3088 (6) Due to the requirements of the service, the Company may cancel Overage  
3089 Leaves granted under this procedure any time prior to the expiration date of the  
3090 leave. In the event the Company wants to cancel a portion of the number of  
3091 Overage Leaves, the cancellations will be in inverse seniority order.

3092  
3093 (7) An employee who has been granted a leave of absence under this  
3094 procedure must submit his current address of record to the Department Manager

3095 approving the Overage Leave in writing. Thereafter, an employee on an  
3096 Overage Leave must advise the Department Manager, in writing, within ten (10)  
3097 calendar days of any change in address.  
3098

3099 (8) In the event the Company elects to cancel the leave of absence, the  
3100 affected employee will be notified, in writing, by certified U.S. Mail, or equivalent  
3101 carrier, return receipt requested, at the last address of record on file with the  
3102 Department Manager.  
3103

3104 (9) An employee granted a leave of absence under this procedure will not be  
3105 entitled to employment and will forfeit his seniority with the Company if:  
3106

3107 a. He fails to return to work on the specified date at the expiration of  
3108 the leave; or  
3109

3110 b. He declines, in writing, his intention to return to work; or  
3111

3112 c. He does not indicate, in writing, his intention to accept or reject  
3113 employment within seven (7) calendar days after receipt of notice of  
3114 cancellation of the leave of absence; or  
3115

3116 d. He does not return to work on the date specified in the notice of  
3117 cancellation of the leave of absence. The return date will not be less than  
3118 seven (7) calendar days after receipt of the notice.  
3119

3120 (10) An employee, granted a leave of absence under this procedure, will  
3121 continue to accrue Company, Occupational, and Classification seniority for all  
3122 purposes during the leave of absence for a period not exceeding his previous  
3123 service to a maximum of one (1) year.  
3124

3125 (11) An employee, returning to duty at the expiration of an Overage Leave, will  
3126 return to the work unit/shop/shift where a vacancy exists and will, thereafter, be  
3127 permitted to exercise his seniority on the next available shift selection.  
3128 Temporary Crew Chiefs will be utilized to fill Crew Chief vacancies of over thirty  
3129 (30) calendar days which occur as a result of Overage Leaves.  
3130

3131 (12) An employee on an OL will receive benefits under the conditions provided  
3132 below:  
3133

3134 a. While on an OL, the basic coverage of Medical, Dental, and Basic  
3135 Life Insurance will continue for the employee. The employee must pay his  
3136 portion of the costs in accordance with Company policy. If the employee  
3137 is enrolled in any optional coverage, he must make payments for those  
3138 benefits to remain in effect during the OL. Payments for optional coverage  
3139 will be in accordance with Company policy. An employee should contact

3140 the AMR Benefits Hotline for the appropriate forms to calculate his  
3141 individual costs.

3142  
3143 b. The time on an OL will be considered as time worked for purposes  
3144 of vesting and credited service for retirement benefits.

3145  
3146 c. An employee must continue to prefund for retiree medical coverage  
3147 in order to receive credit toward the ten (10) year requirement in  
3148 accordance with Company policy. An employee should contact the AMR  
3149 Benefits Hotline for the appropriate forms to complete before the Overage  
3150 Leave begins.

3151  
3152 d. The time on an OL will be considered as time worked in  
3153 determining vacation accrual and paid sick leave accrual.

3154  
3155 e. Holidays that occur during an OL will not be paid.

3156  
3157 f. An employee may keep all Company identification cards/badges  
3158 during his OL. An employee retains full travel privileges during the OL,  
3159 except for travel on other airlines which is not permitted. When traveling  
3160 on an OL, the employee must prepay travel service charges at the ticket  
3161 counter.

3162  
3163 g. Premiums for the TWU LTD Insurance Plan must be paid for in  
3164 advance of the OL and for the duration of the OL. An employee should  
3165 contact his Local Union for the appropriate forms and information.

3166  
3167 h. Benefit coverage and application not specifically provided in Article  
3168 17 will be applied in accordance with Company policy.

3169  
3170 (e) When an unpaid leave of absence is granted to an employee on account of  
3171 sickness, injury, or pregnancy, referred to as a Sick Leave of Absence or "SKLOA," he  
3172 will retain and continue to accrue his seniority until he is able to return to duty or is  
3173 found to be unfit for his duty; except that in no case will a leave for sickness or injury  
3174 exceed a total continuous period of five (5) years. The Company will provide one  
3175 hundred and eighty (180) calendar days written notification prior to the expiration date of  
3176 the five (5) year period. The notification will be made via certified mail, return receipt  
3177 requested, to the employee's last known address. An employee must request a SKLOA  
3178 in writing and attach medical documentation supporting the request. An approved  
3179 SKLOA will be granted in writing and will specify the expiration date of the leave. The  
3180 Company may place an employee on a SKLOA in accordance with the provisions of  
3181 Article 39.

3182  
3183 (1) Application of SKLOA is referenced in Company policy.

3184

3185 (2) An employee who is returning from a leave granted for reasons of  
3186 sickness, injury, or pregnancy, will be permitted to exercise his seniority in  
3187 resuming his classification or any lower classification at the station to which he  
3188 has previously been assigned.

3189  
3190 (f) An employee granted a leave of absence under the provisions of the Family  
3191 Leave Act, referred to as a Family Leave of Absence or "FMLA" will retain and  
3192 continue to accrue seniority during the leave, not to exceed ninety (90) calendar days.

3193  
3194 (g) An employee on any leave of absence will physically report to his station on his  
3195 first scheduled workday following the expiration of the leave. It is the responsibility of  
3196 the employee to contact the Company prior to the expiration of his leave of absence to  
3197 ensure that he knows his schedule and assignment. Failure to report or to secure a  
3198 renewal of a leave of absence will terminate the leave of absence and his employment.  
3199 It is the responsibility of the Company to inform the employee of the expiration date of  
3200 any approved leave of absence. The Company will also inform the employee of the  
3201 procedures regarding any benefits while on his leave.

3202  
3203 (h) Any written communication, required by Article 17, between the Company and an  
3204 employee on a leave of absence will be via US Postal Service, or equivalent carrier,  
3205 Certified Mail, Return Receipt Requested.

3206  
3207 (i) If any employee is on any leave of absence and he is affected by a reduction in  
3208 force, his leave of absence will be terminated, and the provisions of Article 15 will be  
3209 applied to the affected employee.

3210  
3211 (j) The rights of an employee on a leave of absence under the provisions of Articles  
3212 17 and 18, in regard to the maximum duration of a leave, Company seniority accrual,  
3213 Occupational seniority accrual, Classification seniority accrual, vacation accrual, sick  
3214 leave accrual, credited service for pension, and reinstatement rights are listed in the  
3215 chart that follows.

3216  
3217 (k) The attachments on the following pages are agreed to by the parties and are  
3218 incorporated as part of this agreement.

3219  
3220

	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 the 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 the 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

3221  
3222  
3223

3224 **ARTICLE 18 - MILITARY LEAVE**

3225  
3226  
3227  
3228  
3229  
3230  
3231  
3232  
3233  
3234  
3235  
3236  
3237  
3238  
3239  
3240  
3241  
3242  
3243  
3244  
3245  
3246  
3247  
3248  
3249  
3250  
3251  
3252  
3253  
3254  
3255  
3256  
3257  
3258  
3259  
3260

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

(b) Time spent on military leave will count as time worked for purposes of seniority, 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 accrue length of service for pay purposes for the period of such leave. An employee, if he so desires, will be able to use any accrued or unused vacation and available personal vacation (PV) days during this leave.

(d) The provisions of Article 42(a) will apply if the employee was subject to layoff while on military leave. Provided however, the employee must have seniority to exercise options either at his own station or the system and subsequently exercise those options upon return to active payroll. Under such circumstances, no adjustments will be made to his seniority (i.e. Company, Occupational and classification). The Article 44 special moving/optional severance allowance will apply.

An employee on military leave at time of layoff, 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.

Employees having sufficient seniority to exercise options at time of layoff (while on military leave), but who subsequently choose the layoff option (upon return from military leave), will be placed on the recall list with any adjustments to Occupational and Company seniority as applicable.

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

3260 **ATTACHMENT 18.1 - NATIONAL GUARD/RESERVISTS OVERTIME**  
3261 **CLARIFICATION**

3262  
3263 October 7, 1991

3264  
3265  
3266 Mr. Marion Finley  
3267 TWU Local 514  
3268 11929 East Pine Street  
3269 Tulsa, OK 74116

3270  
3271 Dear Marion:

3272  
3273 This letter is to summarize our recent discussions concerning national guard/reservists  
3274 overtime eligibility on two-week summer active duty, or weekend military drills.

3275  
3276 It has been our policy to ask the national guard/reservist for overtime during the above  
3277 duty times and charge for a refusal. Recent legislation enacted pursuant to "operation  
3278 desert storm" indicates that the above employee is actually on a leave of absence  
3279 status from American during active duty periods, or weekend drills.

3280  
3281 Due to the above, it is agreed that the national guard/reservist will not be eligible, nor  
3282 asked to work overtime during scheduled active duty periods, or weekend drills, due to  
3283 his leave of absence status.

3284  
3285 Sincerely,

3286  
3287 American Airlines, Inc.

3288  
3289  
3290  
3291 Dennis M. Quish,  
3292 Employee Relations

3293  
3294  
3295  
3296 **AGREED TO THIS DATE**

3297  
3298  
3299 Marion Finley, Vice President  
3300 TWU Local 514

3301 **ARTICLE 19 - TERMINATION OF EMPLOYMENT**

3302

3303 (a) An employee laid off through no fault of his own will be given two (2) weeks'  
3304 notice in writing or, at the option of the Company, two (2) weeks' of pay at straight-time  
3305 rates, including his base hourly rate plus any applicable license and longevity premium,  
3306 in lieu of the notice.

3307

3308 This requirement of notice will not apply to a layoff caused by an Act of God or by  
3309 a strike of the employees of the Company without giving the notice required by the  
3310 Railway Labor Act, as amended.

3311

3312 (b) An employee who resigns will give the Company two (2) weeks notice of  
3313 resignation in writing. The Company may, at is option, give the employee two (2) weeks  
3314 of pay at straight-time rates, including his base hourly rate plus any applicable license  
3315 and longevity premium, in lieu of working the notice period.

3316

3317 (c) In the event an employee under this Agreement is laid off, the Company will  
3318 provide the following continuation of benefits to the employee and his dependents on  
3319 the same basis as if he were still an active employee:

3320

3321

3322 1. Current life insurance coverage for a period of thirty-one (31) calendar  
3323 days.

3324

3325

3326 **ARTICLE 20 - BULLETIN BOARDS**

3327

3328           The Company will provide secure and locked bulletin boards at each station  
3329 where employees are employed, marked Transport Workers Union of America, AFL-  
3330 CIO, and the appropriate Local number, for the posting of official notices of Union  
3331 activities not inconsistent with the Railway Labor Act. Such notices will bear the  
3332 signature of an officer of the Union and will not contain anything of a defamatory or  
3333 personal nature attacking the Company or its representatives.

3334

3335           The Company will provide bulletin boards as specified and agreed to by the Joint  
3336 Safety Committee for safety related issues.

3337 **ARTICLE 21 - ROTATION OF SHIFTS / WORK SCHEDULES**

3338

3339 (a) Subject to the requirements of the service, shifts may be rotated, fixed or bid in  
3340 accordance with the preference of a majority of the employees at a particular station,  
3341 shop or work unit. When fixed or bid shifts are selected, seniority will determine shift  
3342 work, and days off.

3343

3344 (b) When shifts are rotated such shifts will be on a basis of four (4) week periods.  
3345 Employees required for such shift work will be rotated on the various shifts at regular  
3346 intervals in such a manner as to provide substantially equal time on all shifts for such  
3347 employees except as otherwise provided in paragraph (a) of this Article. It is  
3348 understood that this provision will not require the rotation of employees assigned to  
3349 specialized work not subject to shift work, nor will it bar employees from voluntarily  
3350 accepting steady work on afternoon or midnight shifts.

3351

3352 (c) When employees work more than eight (8) hours in any twenty-four (24) hour  
3353 period as a result of a change of shifts due to a work schedule selection, such  
3354 employees will receive only straight time for the second eight (8) hours or portion  
3355 thereof worked during such twenty-four (24) hour period. When a 4/10's schedule is in  
3356 place, the intent of this paragraph will apply.

3357

3358 (d) An employee hereunder who is required to report for a regular tour of duty with  
3359 less than seven and one-half (7-1/2) hours after the completion of the previous regularly  
3360 scheduled tour of duty including overtime, will be paid at the applicable overtime rate for  
3361 all time worked during said second regular work period.

3362

3363 (e) Except in extreme "emergencies", employees will be given at least seven (7)  
3364 days' notice of all shift changes. In the event a seven (7) days notice is not given,  
3365 employees will be paid one and one-half (1.5) times the regular hourly rate for the first  
3366 day of the new shift. By mutual agreement between the Company and the employee,  
3367 the seven-(7) day notice may be waived.

3368

3369 (f) Subject to local operating conditions and the qualifications of employees  
3370 affected, Union representatives will upon request, be assigned to fixed shifts. Such  
3371 arrangements will be worked out at each station by the designated Union local  
3372 representative and the local manager.

3373 **ARTICLE 22 – INTENTIONALLY LEFT BLANK**

3374

3375

3376

(Intentionally Left Blank)

3377 **ARTICLE 23 - ATTENDANCE AT HEARINGS, INVESTIGATIONS OR TRAINING**  
3378 **CLASSES**

3379  
3380 (a) When an employee is required by the Company to attend hearings or  
3381 investigations, he will be paid for the time required to be spent at the hearing or  
3382 investigation in the same manner as though the time was spent at his regular work.  
3383

3384 (b) Any employee who is required by the Company to attend training classes during  
3385 regular working hours will be paid for time spent in attendance at the classes at his base  
3386 hourly rate and the time will be deemed as time spent at his regular work for all  
3387 purposes; provided, however, any time spent after regular work hours will be classed as  
3388 overtime and will be compensated for, when attendance is required by the Company, at  
3389 the appropriate overtime rate. An employee required to travel on any scheduled work  
3390 day in conjunction with training away from his station, before, during, or after his  
3391 regularly scheduled shift will be compensated at his base hourly rate. In addition, an  
3392 employee who is regularly assigned to a shift, which entitled him to shift differential, will  
3393 continue to receive the shift differential for time spent in training, as long as he remains  
3394 assigned to his original shift. Where a training period results in less than seven and one  
3395 half (7.5) hours rest prior to the employee's regular shift in the succeeding workday, the  
3396 employee will be paid in accordance with the provisions of Article 6.  
3397

3398 (c) An employee required to attend training on any scheduled day off will be  
3399 compensated for the training at the rates provided in Article 6, Weekly Overtime. An  
3400 employee required to travel on any scheduled day off in connection with training away  
3401 from his base station will be compensated for all travel time at one and one half times  
3402 (1.5X) his base hourly rate, but in no event for less than four (4) hours. Travel time in  
3403 this Article will begin thirty (30) minutes before the scheduled departure of the flight  
3404 actually taken by the employee, or any earlier flight for which he stood by, and will end  
3405 thirty (30) minutes after the actual gate arrival at the destination airport on the way to  
3406 training. Travel time back to the employee's home base will end with the actual gate  
3407 arrival at the destination airport.  
3408

3409 (d) Training normally will be scheduled to provide at least seven (7) calendar days'  
3410 notice to employees affected, except in the event of training required to meet  
3411 unanticipated conditions such as airworthiness directives, fleet campaign directives and  
3412 vendor instructions. This provision will not require such notice to employees exercising  
3413 seniority under Article 15 of this Agreement.  
3414

3415 To the extent that work requirements permit, training will be accomplished during  
3416 the employee's regular working hours.  
3417

3418 (e) When an employee is required to travel outside of his station for training  
3419 purposes, he will be paid reasonable, actual expenses for meals, lodging, and  
3420 transportation as approved by operating management. Non-receipted expenses will not  
3421 exceed, without the approval of the Company, the maximums established by the  
3422 Company in the Employee Policy Guide.

3423

3424 (f) When an employee is scheduled for a Taxi tow physical outside of his regular  
3425 shift, he will be paid for the time spent outside of his regular shift as if it were time spent  
3426 at his regular work, and overtime rates would apply, if applicable.

3427 **ARTICLE 24 - ABSENCE FROM DUTY**

3428

3429 (a) An employee unable to report for duty will, unless prevented by reasons beyond  
3430 his control, notify his immediate supervisor or other central point set up for reporting  
3431 purposes by the Company as far in advance of the scheduled starting time of his shift  
3432 as possible. Notwithstanding the above, an employee may flex the starting time, up to  
3433 fifteen (15) minutes without pay or penalty to the attendance record, twice per calendar  
3434 year.

3435

3436 (b) The Company acknowledges the right of an employee to use his sick leave  
3437 benefit for the purpose intended in this Agreement, as set forth in Article 34.  
3438 Accordingly, no employee will be disciplined for the use of his sick leave benefit for such  
3439 purpose.

3440 **ARTICLE 25 - RECALL AND CALL-IN WORK**

3441

3442 (a) RECALL

3443

3444 An employee who has been relieved from duty and has left the premises and  
3445 who is recalled to duty to perform work not continuous with his next regular work period  
3446 will be paid for not less than four (4) hours at the applicable overtime rate, but in no  
3447 event will he receive less than four (4) hours' compensation at time and one-half his  
3448 regular hourly rate. Time taken for meals will not terminate a continuous service period.

3449

3450 (b) CALL-IN

3451

3452 When an employee is called to work which commences within four (4) hours of  
3453 the beginning of his regular shift, he will be paid at the applicable overtime rate for all  
3454 time up to the beginning of his regular shift, excluding a meal period, whether or not  
3455 such time is actually worked. In the event an employee is called to such work  
3456 commencing less than two (2) hours prior to the beginning of his regular shift and  
3457 reports at the time designated, he will be paid at the applicable overtime rate for such  
3458 two (2) hours.

3459

3460 (c) The attachment on the following page is agreed to by the parties and is  
3461 incorporated as part of this agreement.

3462

3462 **ATTACHMENT 25.1 - APPLICATION OF ARTICLE 25(b)**

3463

3464 Agreements:

- 3465 - Fleet Service
- 3466 - Aircraft Maintenance Technician and Related
- 3467 - Stock clerk

3468

3469 Recently questions have arisen concerning the proper application of the overtime  
3470 provision of Article 25 (b) of the Agreement, and its specific treatment in the event of an  
3471 employee CS.

3472

3473 The Agreement provides that when an employee is “called in” to perform work that  
3474 commences within four (4) hours of the beginning of his/her regular shift, he/she shall  
3475 be paid at the applicable overtime rate for all time up to the beginning of his/her regular  
3476 shift, excluding meal period, whether or not such time is actually worked.

3477

3478 The question at issue is the rate of pay for an employee who works four (4) hours of  
3479 Early Call-In in conjunction with his/her regular shift and then CS’s off during his/her  
3480 regular shift having worked eight (8) hours or less including the Early Call-In time.

3481

3482 Example:

3483 Call-In work	0400-0800	4 hours
3484 Regular Shift	0800-1630	8.5 hours
3485 CS Off	1200-1630	4.5 hours
3486 Total time worked		8 hours

3487

3488 When the 1966 contract language in Article 25 (b) was changed in 1969 from  
3489 “applicable rates” to “applicable overtime rates” there was a prospective understanding  
3490 that when the Company needed to call an employee in early to perform work, such time  
3491 would be at an overtime rate regardless of whether or not the employee subsequently  
3492 CS’s off the remainder of his/her regular shift.

3493

3494 The overtime language in Article 6(a)(4) that entitles an employee to overtime rates only  
3495 after he/she has worked eight (8) hours, would not apply.

3496

3497 Thus, in the example above the employee would be paid four (4) hours of Early Call-In  
3498 at 1 1/2 times his/her regular rate of pay and the four (4) hours of his/her regular shift at  
3499 straight time.

3500

3501 At the conclusion of the 1969 contract talks Employee Relations issued an interpretive  
3502 guide to the field Operating Departments in the form of a letter dated July 22, 1969.

3503 That letter is attached for your reference.

3504

3505 If you should have any questions regarding this bulletin, please contact me at 817-931-  
3506 5352.

3507

3508  
3509 James Weel  
3510 Managing Director  
3511 Employee Relation-HDQ  
3512  
3513 Cc: M. Burdette  
3514 M. Tinsman  
3515 T.M. Vaughn  
3516 M. Cook  
3517 C. Tagorda  
3518 A. McFadden  
3519 TWU Locals  
3520 Field HR offices  
3521 Article files-25

3522 **ARTICLE 26 - FIELD WORK**

3523

3524 (a) When an employee is required to perform work away from his base station on his  
3525 regularly scheduled workdays, he will be paid at least eight (8) hours (ten (10) hours if  
3526 applicable) at his regular day shift hourly rate for each regularly scheduled workday  
3527 while away from his base station, whether traveling, on call or working. All time spent,  
3528 whether traveling, on call, or working, beyond eight (8) hours (ten (10) hours, if  
3529 applicable) will be compensated in accordance with Articles 3 and 6. All time spent on a  
3530 field trip will be treated as work time, unless the employee is released from duty.

3531

3532 (b) When an employee is required to perform work away from his base station on his  
3533 scheduled day off, he will be paid at least eight (8) hours, or ten (10) hours if on a 4/10  
3534 schedule, of compensation at overtime rates, whether traveling, on call, or working.

3535

3536 (c) An employee required to travel in excess of eight (8) hours will be compensated  
3537 in accordance with Article 6 of this agreement. Compensated travel will be considered  
3538 as time worked.

3539

3540 (d) When an employee is required to perform work away from his base station on a  
3541 day during which he reported to work at his base station, all continuous time, whether  
3542 traveling or working, will be computed as working time for all purposes.

3543

3544 (e) A period of seven and one-half (7-1/2) hours or more during which an employee  
3545 is not traveling or working will break the continuity of paid hours for overtime purposes.

3546

3547 (f) During such assignment, the employee will, while away from his base, be paid  
3548 actual expenses for meals, lodging and transportation. All expenses must be approved  
3549 and paid for by the Company. Whenever receipts are not provided, the employee will  
3550 be paid in accordance with the Employee Policy Guide. On planned field trips  
3551 originating from AFW, TUL, ORD, DFW, LAX, MIA, SFO, JFK and LGA, the Company  
3552 will provide advance payments for all expenses as outlined above at the employee's  
3553 request to the extent possible.

3554

3555 (g) At those stations where there is no existing procedure governing the assignment  
3556 of fieldwork, such a procedure will be established.

3557 **ARTICLE 27 - GENERAL**  
3558

3559 (a) All orders to and requests from an employee involving transfers, promotions,  
3560 demotions, layoff, reemployment, leaves of absence, or anything affecting his pay or status,  
3561 will be in writing.  
3562

3563 (b) An employee who permanently transfers at his own request to another classification  
3564 of work as provided in this Agreement, the Maintenance Agreement, the Fleet Service  
3565 Agreement, and the Technical Specialist Agreement will continue to receive his same hourly  
3566 rate per hour but, in no event, will his hourly rate exceed the maximum rate for the  
3567 classification to which he transferred.  
3568

3569 If his hourly rate at the time of such transfer is not the same as any regular rate per  
3570 hour for the classification to which he transferred, he will immediately receive the nearest  
3571 higher regular rate per hour for such classification. Thereafter, the employee shall progress  
3572 on the normal progression scale in the new classification. In the case of a transfer from a  
3573 higher to a lower classification caused by a reduction in force under this Agreement, the  
3574 above rules will apply.  
3575

3576 (c) Employees will be required to wear work clothing that is reasonably suitable and safe  
3577 for the type of work they are assigned.  
3578

3579 (d) Where employees are required by the Company to wear standard Company  
3580 uniforms, the uniforms, including jackets, will be furnished by the Company, except that in the  
3581 case of jackets, the Company will reimburse the employee for any laundry or cleaning.  
3582 Lettering of any description other than standard AA insignia will not be permitted on any work  
3583 clothing. However, employees may wear the standard TWU insignia on pins and hats. TWU  
3584 pins may be worn on the Company uniform jackets. Standard uniforms will be exchanged for  
3585 maternity uniforms upon request.  
3586

3587 (e) The Company agrees to furnish first aid kits, good drinking water, and sanitary  
3588 fountains. The floors of the toilets and washrooms will be kept in good repair and in a clean,  
3589 dry, sanitary condition. Employees will cooperate in maintaining the foregoing conditions.  
3590 Shops and washrooms will be lighted and heated in the best manner possible, consistent with  
3591 the source of heat and light available. At field stations, individual lockers will be provided for  
3592 all employees, where adequate space and facilities are reasonably available. Every effort will  
3593 be made, as early as possible, to provide space and lockers for employees at the field  
3594 stations. Additionally, the Union will have the right to confer with the designated Company  
3595 official on transportation to and from fields and stations. No employee will be required to work  
3596 under unsafe or unsanitary conditions.  
3597

3598 (f) In order to eliminate, as much as possible, accidents and illness, a Joint Safety  
3599 Committee composed of an equal number of Union representatives, not more than five (5),  
3600 and Company representatives, not more than five (5), will be established at each location on  
3601 the system where employees are stationed. It will be the duty of the Safety Committee to:  
3602

- 3603 (1) Receive and review Company accident, injury, and job-related illness reports  
3604 pertinent to the Safety Committee investigation, and make recommendations to  
3605 prevent recurrence. (Safety Committee members will receive copies of available  
3606 monthly summaries of employee accidents and injuries and have access, upon  
3607 request, to specific Company reports resulting from employee on the job accidents or  
3608 injuries);  
3609  
3610 (2) Receive and investigate complaints regarding unsafe and unsanitary working  
3611 conditions and make recommendations to resolve the hazards and complaints;  
3612  
3613 (3) See that all applicable sanitary and safety regulations are complied with;  
3614  
3615 (4) Make recommendations for the maintenance of appropriate sanitary and safety  
3616 standards.  
3617

3618 Joint Safety Committee meetings will be scheduled by mutual agreement between the  
3619 Company and the Union.  
3620

3621 In the event that the Joint Safety Committee is unable, within sixty (60) calendar days,  
3622 to resolve an issue which has been brought to its attention, either the Company or the  
3623 Union may submit the issue to the System Joint Safety Committee which will constitute a  
3624 board to review the issue. In cities where an APC (Accident Prevention Council) exists,  
3625 the TWU Local President will appoint a representative(s) to participate on the APC. Prior  
3626 to sending an issue to the System Joint Safety Committee, all safety issues will be first  
3627 submitted to the APC for resolution.  
3628

3629 The System Joint Safety Committee will consist of a representative of the TWU  
3630 International and a representative of the Company's Safety office. If the issue is not  
3631 resolved by the System Joint Safety Committee, either representative may submit the  
3632 issue on appeal to the System Board of Adjustment in accordance with the provisions of  
3633 Article 29(d) of the Agreement.  
3634

3635 (g) The Company will furnish all required safety devices for employees working on  
3636 hazardous or unsanitary work; and employees will be required to use or wear the devices in  
3637 performing that work. The Company will promptly notify the employees and the Union of the  
3638 use of any material, equipment, or procedure known to be hazardous to employees exposed  
3639 and the known procedures to control the hazards via a Material Safety Data Sheet (MSDS).  
3640 The Company will provide the Union with the results of any management or government  
3641 health and safety survey concerning the employees represented by the Union. When the  
3642 Company is made aware by the manufacturer or distributor of a product recall or equipment  
3643 recall, the Company will take appropriate action to ensure the safety of its employees. The  
3644 Company will also notify the Union of the issue as soon as possible and of any subsequent  
3645 action that is taken.  
3646

3647 (h) Three (3) days of personal emergency leave with pay for death in the immediate  
3648 family will be extended to the employees covered by this Agreement. Immediate family

3649 includes mother, father, spouse, eligible domestic partner, sister, step-sister, brother, step-  
3650 brother, child (dependent and non-dependent), mother-in-law, domestic partner's mother,  
3651 father-in-law, domestic partner's father, step-mother, step-father, the employee's  
3652 grandparents, the employee's grandchildren, legal guardian or documented former legal  
3653 guardian, or relative who is a resident of the household. To the extent that Employee Policy  
3654 Guide provides more expansive personal emergency leave benefits, those benefits will be  
3655 applied to the TWU-represented employees.

3656

3657 (1) Upon request, the option of up to two (2) Personal Vacation (PV) days or  
3658 up to two (2) days of personal emergency (PEU) days without pay will be  
3659 extended to an employee, in conjunction with PE days.

3660

3661 (i) An employee called for jury duty will be paid his regular hourly rate for all regularly  
3662 scheduled hours less the fee received for jury services. The employee will promptly show his  
3663 supervisor the jury summons and also show the court's validation of jury service when  
3664 completed.

3665

3666 (1) An employee assigned to jury duty for five (5) or more consecutive days during  
3667 day time hours will be assigned to the day shift with Saturday and Sunday as his  
3668 scheduled days off, effective for the workweek in which jury duty starts. An employee  
3669 assigned to other types of jury duty, e.g., telephone standby, single day jury duty, etc.,  
3670 will have his work schedule adjusted only to the extent necessary to accommodate the  
3671 actual jury service requirement.

3672

3673 (2) If there is a question regarding the application of this provision, the employee's  
3674 supervisor will contact Employee Relations who will establish a telephone conference  
3675 with the TWU International and the local president to resolve the matter.

3676

3677 (j) Upon ratification and at local orientations of new employees, the Company will  
3678 provide each employee with a pocket size copy of this Agreement as expeditiously as  
3679 possible. Spiral bound copies of this Agreement will be provided to the Local Union Officers,  
3680 upon request of the Local Union President.

3681

3682 (k) The Company will forward to the Director of the Air Transport Division copies of  
3683 Company manuals and publications expressly referred to in the Agreement. Revisions to  
3684 those manuals and publications will also be forwarded.

3685

3686 (l) The Company will forward to the ranking Local Union Representative a copy of the  
3687 regular crew list schedule for the station. The crew list schedule shall include scheduled shift  
3688 hours and scheduled days off.

3689

3690 (m) No employee will be required to participate in a definite bomb scare investigation, as  
3691 declared by Company SOC, against his wishes. The Company will provide death and  
3692 permanent disability insurance coverage for employees, as set out below, applicable if a  
3693 bomb explosion or hazardous material incident in or about American Airlines facilities or  
3694 aircraft on the ground is the proximate cause of death or disability:

3695		
3696	Death	\$500,000
3697	Total Permanent Disability	500,000
3698	Total Loss of Two Members	500,000
3699	Total Loss of One Member	250,000

3700  
3701 Member, as used in this Article, is defined as arm, leg, or eye.

3702  
3703 Bomb explosion/hazardous material incident insurance will be handled by blanket  
3704 coverage, and employees covered will not have to sign individual application forms, except for  
3705 the designation of a beneficiary.

3706  
3707 (n) In the event free parking facilities for employees are not available at airport locations,  
3708 the Company will assume the monthly parking charge, assessed by the appropriate authority  
3709 (airport, port, etc.) for parking in an area designated for employees. This provision will not  
3710 apply to original or replacement charges to employees for parking decals, stickers, gate keys,  
3711 or similar items. Also, where bus transportation to and from employee parking facilities is  
3712 recognized by the Company as an integral part of the employee parking arrangements, that  
3713 transportation will be at Company expense.

3714  
3715 (o) No employee will incur any cost associated with the initial issue or renewal of  
3716 Company or associated Airport/Base required ID badges. When possible, an employee who  
3717 is required to obtain or renew airport badges will be afforded that opportunity during his  
3718 scheduled shift.

3719 **ARTICLE 28 - NO DISCRIMINATION, AND RECOGNITION OF RIGHTS AND**  
3720 **COMPLIANCE**

3721  
3722 (a) The Company and the Union agree to make it a matter of record in this  
3723 Agreement that in accordance with the established policy of the Company and the  
3724 Union, the provisions of this Agreement will apply equally to all employees regardless of  
3725 sex, color, race, creed, age, religious preferences, status as a veteran or military  
3726 reservist, disability or national origin.

3727  
3728 (b) The Union recognizes that the Company will have sole jurisdiction of the  
3729 management and operation of its business, the direction of its working force, the right to  
3730 maintain discipline and efficiency in its hangars, stations, shops or other places of  
3731 employment, and the right of the Company to hire, discipline and discharge employees  
3732 for just cause, subject to the provisions of this Agreement. It is agreed that the rights  
3733 enumerated in this Article will not be deemed to exclude other preexisting rights of  
3734 management not enumerated which do not conflict with other provisions of this  
3735 Agreement.

3736  
3737 (c) Any decisions or agreements relating to the interpretation or application of this  
3738 Agreement made jointly by the Company and the Union will be binding on every  
3739 individual employee claiming or entitled to the benefits of this Agreement.

3740  
3741 (d) Except as otherwise provided in this Agreement, all letters of discipline whether  
3742 warning or suspension will be removed after a period of two (2) years from date of  
3743 issuance, unless the Company and the Union agree to a shorter period.

3744  
3745 (e) Copies of the Peak Performance through Commitment (PPC) Program will be  
3746 available to all employees upon request. Any changes to the PPC Program will be  
3747 provided and explained to the Union prior to implementation.

3748  
3749 (f) If the Company documents records of discussion or counseling held with an  
3750 employee, the documentation will be on a form designed to ensure that the record  
3751 accurately reflects the facts and the nature of the discussion or counseling held with the  
3752 employee. The employee will indicate his acknowledgement of the discussion or  
3753 counseling in the actual record or at his option he may place a rebuttal or statement in  
3754 the actual record. The employee will be provided a copy of the final actual record.

3755  
3756 (g) Each employee will have a right to meet with his supervisor at a mutually  
3757 agreeable time to discuss his performance and to review his personnel file. At that time,  
3758 the supervisor and the employee will review the personnel file to ensure that the  
3759 provisions of this Article have been complied with. Should the supervisor and the  
3760 employee agree to modifications or deletions to the counseling records, their request  
3761 and recommendation will be forwarded to the supervisor's immediate manager, who will  
3762 review the matter and respond to the supervisor and the employee.

3764 (h) If there is an investigation of sexual harassment and the charged employee is  
3765 exonerated of the charges, no entry regarding the charge or investigation will be made  
3766 in the counseling records. Any entry previously made will be deleted from the  
3767 counseling records. In other cases, a counseling record entry, if any, will reflect only the  
3768 nature of the discussion with the employee. As always, the employee has the right to  
3769 review the counseling record entry and provide any additional information desired.

3770 **ARTICLE 29 - REPRESENTATION**

3771  
3772 (a) The Union may select and designate such representatives in the respective  
3773 fields, stations, shops, and other working units as may be necessary for the purpose of  
3774 representing the employees under the terms of this Agreement, or in accordance with  
3775 the Railway Labor Act, as amended. The number of Union Representatives that will  
3776 confer with management at any one time on any issue, including meetings convened  
3777 under Article 29(f), will not exceed the number of management representatives present.  
3778 Under the provisions of 29(f), when there is more than one management representative  
3779 present, one of the Union Representatives present will act as a scribe. However, when  
3780 there is only one management representative present, the Union will have the option to  
3781 have one additional Union Representative present to act as a scribe.

3782  
3783 (b) The Union may designate a System Coordinator for the employees covered by  
3784 the Agreements between the Company and the Union.

3785  
3786 (c) The Union will notify the Company in writing of the names of its Accredited  
3787 Representatives designated in paragraph (a) and (b) above and of any subsequent  
3788 changes to those Representatives. The Company will inform the Union, in writing, of  
3789 the supervisors with whom these Accredited Representatives will deal and of any  
3790 subsequent changes to those supervisors.

3791  
3792 International Officers, Local Union Officers and Local Union Representatives will,  
3793 at any time during regular working hours, have access to the premises of the Company  
3794 where employees covered by this Agreement are located, for the purpose of  
3795 investigating grievances or other matters directly connected with the operation of this  
3796 Agreement and its procedures for the settlement of any dispute. Notice of an intended  
3797 visit will be given the ranking Company official or his designated representative. A visit  
3798 will be subject to such reasonable regulations as may be made from time to time by the  
3799 Company, but the Company will not impose regulations that will render ineffective the  
3800 intent of this provision nor impair the privacy of any conference necessary to accomplish  
3801 the purpose of the visit.

3802  
3803 (d) An International Representative of the Union or designated Company official who  
3804 believes that any provision of this Agreement has not been or is not being properly  
3805 applied or interpreted and which has not yet become the subject of an actual grievance,  
3806 will have the right within ten (10) calendar days after the alleged misapplication or  
3807 misinterpretation has been ascertained to protest such violation, in writing, to the other  
3808 party, who will evaluate such protest and render a decision in writing within fifteen (15)  
3809 calendar days. Disputes in respect to actual grievances will be handled exclusively  
3810 according to the provisions of Article 31, Grievance Procedure.

3811  
3812 This provision will also apply to a Local President with respect to improper  
3813 application or interpretation of this Agreement affecting a group of employees within the  
3814 jurisdiction of his Local Union. The protest will be filed with the appropriate Chief  
3815 Operating Officer of the Company.

3816  
3817  
3818  
3819  
3820  
3821  
3822  
3823  
3824  
3825  
3826  
3827  
3828  
3829  
3830  
3831  
3832  
3833  
3834  
3835  
3836  
3837  
3838  
3839  
3840  
3841  
3842  
3843  
3844  
3845  
3846  
3847  
3848  
3849  
3850  
3851  
3852  
3853  
3854  
3855  
3856  
3857  
3858  
3859  
3860  
3861

When an actual grievance has been filed other than under this paragraph, the International or Local President may rescind the grievance and initiate a protest under this paragraph, within ten (10) calendar days after the decision to rescission.

(e) If no settlement is reached under Article 29(d), an appeal may be made, in writing, within thirty (30) calendar days to the System Board of Adjustment established under Article 32 of this Agreement.

(f) The Union does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal; or when written statements may be required; or of sufficient importance for the Company to have witnesses present, or to necessitate the presence of more than one Company supervisor; or during reasonable cause or post accident drug/alcohol testing as provided in Article 29(h), the Company will inform the employee of his right to have Union representation present. The supervisor's record will reflect if the employee does not desire Union representation.

(1) When the Company convenes a meeting under the provisions of Article 29(f), it will, except for rare or compelling reasons, indicate the purpose of the meeting and then provide the opportunity for an employee and Union representative to confer, for a reasonable period of time. Once the Article 29(f) meeting reconvenes it will continue until concluded by the supervisor.

(2) Before written notification of discipline or dismissal is given an employee, he will be afforded the opportunity to discuss the matter with his supervisor. If he so desires, he will have a Union representative in this discussion. Nothing in this Article will be construed as preventing the Company from holding an employee out of service pending an investigation, provided the employee will be paid as if working for all regularly scheduled hours while held out of service, except when he is withheld for:

(a) Action constituting a criminal offense, on or off duty.

(b) Refusal or adulteration of an alcohol/drug test or verified positive drug or confirmed positive alcohol test from the date on the letter of verification/confirmation.

(c) Failure to cooperate with an investigation.

(g) An employee covered by this Agreement who is interviewed by a Company Security Department representative as part of a Security Department investigation may, upon request, have a TWU representative present during the interview. If a local TWU official is not readily available after a request, the Company's Security Department will

3862 not be required to wait for his availability before conducting the interview. However, the  
3863 employee may request the presence of another TWU represented employee (peer  
3864 witness) during the interview. The role of the TWU representative or peer witness will be  
3865 that of a silent observer only. The representative or witness may in no way interfere nor  
3866 impede the Security Department's investigation and/or interview.  
3867

3868 (h) Employees who are required to take a reasonable cause or post accident  
3869 drug/alcohol test by the Company may, upon request, have a Union Representative  
3870 present as a witness during those parts of the specimen collection process indicated  
3871 below:  
3872

3873 (1) In those stations where a Local Union Representative is not readily  
3874 available, the Company will delay the test for up to one (1) hour from the time the  
3875 employee requests or is notified of this right to Union representation, whichever  
3876 occurs first, in order to allow the first available representative to be present at the  
3877 medical facility.  
3878

3879 (2) If normal travel time to the medical collection facility exceeds one (1) hour,  
3880 then the one (1) hour waiting period will be extended by the amount of travel time  
3881 in excess of one (1) hour. This is in accordance with the FAA's directive of July  
3882 1990, which prohibits the presence or absence of a Union Representative from in  
3883 any way hampering or delaying the collection process.  
3884

3885 (3) Only one (1) Union Representative will be allowed to accompany an  
3886 employee to the medical collection facility and into the area where the medical  
3887 collector opens the drug testing kit, completes the relevant paperwork and  
3888 secures the kit after completion of the collection process. The Union  
3889 Representative will be allowed to witness the opening of the collection kit by the  
3890 collector, the documentation of the chain of custody procedure by the collector  
3891 and the employee, and the packaging and sealing of the kit for shipment  
3892 following the collection. The Union Representative will not be allowed to  
3893 accompany an employee or collector into a restroom.  
3894

3895 (4) In accordance with the FAA's directive of July 1990, no Union  
3896 Representative will engage in any activity, which disrupts the collection process.  
3897 Should the Union Representative engage in disruptive activity, the Union  
3898 Representative will be required by the Company's Supervisor to wait in the  
3899 employee/patient waiting area until the collection process and paperwork has  
3900 been completed. This is pursuant to the FAA's directive.

3901 **ARTICLE 30 - DISMISSAL**

3902

3903 (a) An employee who has passed his probationary period will not be dismissed from  
3904 the service of the Company without written notification of that action. The notification will  
3905 include the reason or reasons for his dismissal. An Appeal from dismissal will be made,  
3906 in writing, by the employee within seven (7) calendar days after receiving the notification  
3907 and will be addressed to the Chief Operating Officer, with a copy to the appropriate  
3908 Human Resources Office. The Chief Operating Officer will fully investigate the matter  
3909 and render his written decision as soon as possible, but not later than twelve (12)  
3910 calendar days following the receipt of the appeal, unless mutually agreed otherwise. A  
3911 copy of the written decision will be provided to the Union.

3912

3913 The inability of the Chief Operation Officer to complete the investigation and  
3914 render his decision within twelve (12) calendar days will permit the Union to file directly  
3915 for arbitration and will result in a monetary penalty equivalent to four (4) hours of pay as  
3916 if working per day until the decision is issued.

3917

3918 (b) If the decision of the Chief Operating Officer is not satisfactory to the employee,  
3919 the dismissal and decision thereon will be appealed in accordance with (c) below,  
3920 provided, however, said appeal must be submitted within twenty (20) calendar days of  
3921 receipt of the decision rendered by the Chief Operating Officer.

3922

3923 (c) An appeal from the decision of the Chief Operating Officer will be submitted to  
3924 the appropriate Board of Adjustment in accordance with Article 32. The System Board  
3925 of Adjustment will docket the case and, if the procedural requirements for the appeal  
3926 have been satisfied, promptly transmit the appeal papers to the appropriate Area Board  
3927 of Adjustment in accordance with Article 32. Any dispute as to whether all of the  
3928 procedural requirements for the appeal have been satisfied, or whether the case is  
3929 within the jurisdiction of an Area Board, will be determined by the System Board of  
3930 Adjustment, except as provided in Article 32(c)(5).

3931 **ARTICLE 31 - GRIEVANCE PROCEDURE**

3932  
3933 (a) An employee who believes that he has been unjustly dealt with or that any  
3934 provision of this Agreement has not been properly applied or interpreted, or against  
3935 whom the Company has issued written disciplinary action, may submit his grievance in  
3936 person or through his representatives within seven (7) calendar days. The grievance  
3937 will be presented to his immediate supervisor, who will evaluate the grievance or  
3938 complaint and render his written decision as soon as possible, but not later than seven  
3939 (7) calendar days following his receipt of the grievance. Inability of the immediate  
3940 supervisor to complete the investigation and render his written decision within the  
3941 respective time limits will permit the Union to move directly to the next step of the  
3942 grievance process.

3943  
3944 (b) If the written decision of the immediate supervisor is not satisfactory to the  
3945 employee whose grievance is being considered, it may be appealed within ten (10)  
3946 calendar days to the Chief Operating Officer, with a copy to the appropriate Human  
3947 Resources Office. The Chief Operating Officer will fully investigate the facts of the  
3948 matter and will render a written decision as soon as possible, but not later than twelve  
3949 (12) calendar days, unless mutually agreed otherwise, following his receipt of the  
3950 appeal. A copy of the written decision will be provided to the Union.

3951  
3952 The inability of the Chief Operating Officer to complete the investigation and  
3953 render his decision within then twelve (12) calendar days will permit the Union to file  
3954 directly for arbitration and result in a monetary penalty of eight (8) hours additional pay,  
3955 as if working, to the grievant. Any monetary penalty paid does not cancel or render any  
3956 judgment regarding the merits of the grievance.

3957  
3958 (c) If the decision of the Chief Operating Officer is not satisfactory to the employee,  
3959 the grievance and the decision may be appealed to the System Board of Adjustment, as  
3960 provided for in Article 32. The appeal must be submitted within twenty (20) calendar  
3961 days of receipt of the decision rendered by the Chief Operating Officer.

3962  
3963 (d) All grievances handled under the procedure provided above will be in writing and  
3964 will be signed by the employee whose grievance is being handled,. In cases in which  
3965 the aggrieved employee authorizes his representative to handle his grievance for him,  
3966 the submission of the grievance or appeal will be accompanied by a statement signed  
3967 by the employee fully authorizing his representative to act for him in the disposition of  
3968 his grievance. Two (2) copies of all grievance answers will be given to the Local Union.

3969  
3970 (e) An employee who has a grievance may present his grievance to his immediate  
3971 supervisor during regular work hours. An Accredited Representative of the Union may  
3972 investigate, discuss and present a grievance of an employee or employees during  
3973 regular work hours without suffering loss of pay for time so spent.

3975 (f) If any decision made by the Company under the provisions of this Article is not  
3976 appealed by the employee affected within the time limit prescribed herein for such  
3977 appeals, the decision of the Company will become final and binding.  
3978

3979 (g) If, as a result of a decision in any of the steps of the grievance procedure, an  
3980 employee is exonerated, all related disciplinary records will be removed from the  
3981 employee's personnel file. In addition, if he has been held out of service, he will be  
3982 reinstated without loss of seniority and he will be paid at regular rates for his regularly  
3983 scheduled hours as if working.  
3984

3985 (h) When it is mutually agreed that a stenographic report is to be taken of any  
3986 hearing, in whole or in part, the cost will be borne equally by both parties to the dispute.  
3987 When it is not mutually agreed that a stenographic report of the proceedings is to be  
3988 taken, any written record available of the hearing made by either of the parties to the  
3989 dispute will be furnished to the other party to the dispute upon request, provided that the  
3990 cost of the written record requested will be borne equally by both parties to the dispute.  
3991

3992 (i) Upon the request of an Accredited Union Representative, the Company will  
3993 inform the Union of its decision on any grievance regarding which a formal hearing or  
3994 investigation has been held at which the aggrieved employee was not represented by  
3995 his Accredited Union Representative.

3996 **ARTICLE 32 - BOARDS OF ADJUSTMENT**

3997  
3998 (a) Boards of Adjustment  
3999

4000 (1) Pursuant to the provisions of the Railway Labor Act, as amended, the  
4001 parties have established a System Board of Adjustment, and Area Boards of  
4002 Adjustment for employees covered by this Agreement.  
4003

4004 (2) The Boards will have jurisdiction only over disputes between the Company  
4005 and the Union or any employee or employees governed by this Agreement  
4006 growing out of grievances involving interpretation or application of this  
4007 Agreement, including disputes over the content of an employees personnel file,  
4008 whether hard copy or electronic, to the extent such information can be used for  
4009 discipline. The Boards will have no jurisdiction, whatsoever, over proposals or  
4010 disputes relating to general changes in hours of work, rates of pay, rules or  
4011 working conditions. Proposals relating to general changes in hours of work, rates  
4012 of pay, rules or working conditions will be handled in the manner provided for in  
4013 Article 47 of this Agreement. Board Hearings may be postponed, in writing, by  
4014 mutual agreement of the Director of the Air Transport Division and the Vice  
4015 President – Employee Relations, or their respective designees.  
4016

4017 (b) System Board of Adjustment  
4018

4019 (1) The System Board of Adjustment will be composed of a Company  
4020 member, a Union member and a neutral referee, acting as Chairman. The  
4021 neutral referee will serve for an indefinite term; however, either party may cause  
4022 the services of the neutral referee to be terminated, except in cases already  
4023 submitted to him that are pending a decision, by giving written notice to the other  
4024 party and to the neutral referee.  
4025

4026 (2) If a neutral vacancy occurs and the Company and the Union cannot agree  
4027 on a successor within fifteen (15) calendar days, the American Arbitration  
4028 Association will be requested to select a neutral in the manner described in Rule  
4029 12 of its Voluntary Labor Arbitration Rules, as amended.  
4030

4031 (3) The System Board will hear and determine all disputes properly before it,  
4032 which are not within the jurisdiction of the Area Boards.  
4033

4034 (4) The System Board will meet in the city where the general offices of the  
4035 Company are maintained, unless a different location is agreed upon by the  
4036 Director of the Air Transport Division and the Vice President – Employee  
4037 Relations, or their respective designees.  
4038

4039 (c) Area Boards of Adjustment, Discipline and Dismissal Cases  
4040

4041 (1) Area Boards of Adjustment will be maintained in the city where the office  
4042 of the appropriate Local Union is maintained, unless a different place of meeting  
4043 is agreed upon by the parties to the dispute. The jurisdiction of each such Board  
4044 will be limited to discipline and dismissal cases arising in the area in question,  
4045 except as provided in Article 32(c)(5).  
4046

4047 (2) Each Area Board will be composed of one member appointed by the  
4048 Company, one member appointed by the Union, and a neutral referee acting as  
4049 Chairman. However, by mutual agreement of the Local Union and the  
4050 appropriate Human Resources Office, an additional neutral referee may be  
4051 selected to hear Area Board cases scheduled in cities other than those  
4052 designated in the above paragraph. Members of the Area Boards appointed by  
4053 the parties will serve at the pleasure of the party making the appointment, except  
4054 that a Board member will continue to serve until his successor has been  
4055 appointed. Each neutral referee will serve for an indefinite term; however, either  
4056 party may cause the services of a neutral referee to be terminated, except in  
4057 cases already submitted to him that are pending a decision, by giving written  
4058 notice to the other party and to the neutral referee.  
4059

4060 (3) If the position of a neutral referee of an Area Board becomes vacant and  
4061 the Company and the Union cannot agree on a successor within fifteen (15)  
4062 calendar days, one will be selected in the same manner as the filling of a  
4063 vacancy under Article 32(b)(2).  
4064

4065 (4) Each Area Board will hold hearings at a location in its city, mutually  
4066 agreed upon by the Local Union and the appropriate Human Resources Office.  
4067

4068 (5) In order to expedite Area Board hearings, the parties may agree to hear  
4069 procedural issues, such as alleged Article 29(f) violations, timeliness issues, or  
4070 jurisdictional issues, prior to the presentation of the merits of the case.  
4071

4072 (d) Procedures Generally Applicable to the Boards  
4073

4074 (1) All disputes referable to the Boards will be sent to the appropriate Board  
4075 based on the primary issue in dispute. Any disagreement as to which Board has  
4076 jurisdiction will be resolved by the System Board.  
4077

4078 (2) An appeal to a grievance decision arising out of Articles 29, 30, and/or 31  
4079 will be submitted in writing, as provided below, and will include the following  
4080 information:

4081 (a) The name, personnel number, job classification, and the number of  
4082 the Local Union for the employee(s) involved;

4083 (b) A statement that the provisions of Articles 29, 30, and/or 31 have  
4084 been exhausted;  
4085  
4086

4087  
4088  
4089  
4090  
4091  
4092  
4093  
4094  
4095  
4096  
4097  
4098  
4099  
4100  
4101  
4102  
4103  
4104  
4105  
4106  
4107  
4108  
4109  
4110  
4111  
4112  
4113  
4114  
4115  
4116  
4117  
4118  
4119  
4120  
4121  
4122  
4123  
4124  
4125  
4126  
4127  
4128  
4129  
4130  
4131  
4132

- (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.

4133 (7) Upon the request of either party to the dispute, or of two (2) Board  
4134 members, the neutral referee will summon witnesses to testify at Board hearings.  
4135 The Company will cooperate to ensure that all witnesses summoned by the  
4136 board will appear in a timely fashion. Reasonable requests by the Union for  
4137 employee witnesses will be honored. The requests for witnesses will normally  
4138 not be greater than the number, which can be spared without interference with  
4139 the service of the Company. Disputes arising from this provision will be  
4140 immediately referred to the Director of the Air Transport Division and the Vice  
4141 President – Employee Relations, or their respective designees, for resolution.  
4142

4143 (8) A majority vote of all members of a Board will be sufficient to make a  
4144 finding or a decision with respect to any dispute properly before it, and such  
4145 finding or decision will be final and binding upon the parties to such dispute. The  
4146 Union and Company will at all times have their respective Board members  
4147 available at the convenience of the various neutral referees, and alternate  
4148 members will be provided by the Union or Company, as the case may be,  
4149 whenever its regular Board member is not available. If an alternate member is  
4150 not provided within a reasonable period of time, the neutral referee will proceed  
4151 with the hearing and decision of the matters before the Board without  
4152 participation by the absent member. In that case, the decision of the neutral  
4153 referee will constitute the decision of the Board.  
4154

4155 (9) The failure of a Board to decide a dispute under the procedure established  
4156 in this Agreement will not serve to foreclose any subsequent rights or procedures  
4157 which the Railway Labor Act, as amended, may provide with respect to the  
4158 settlement of those disputes, and nothing in this Agreement will be construed to  
4159 limit, restrict or abridge the rights or privileges accorded to either the employees  
4160 or to the employer, or to their duly Accredited Representatives, by said Act.  
4161

4162 (10) Board findings and decisions will be stated in writing and will be rendered  
4163 within thirty (30) calendar days from the close of hearing, unless the period is  
4164 extended by agreement of the parties to the dispute. In each case a copy of the  
4165 finding or decision will be furnished to the Company, the Union, and the  
4166 employee or employees that are parties to the dispute. If a dispute arises as to  
4167 the interpretation of the finding or decision, then, upon request of the Company,  
4168 the Union or the employee or employees that are parties to the dispute, the  
4169 Board will interpret the finding or decision.  
4170

4171 (11) The System Board and each Area Board will keep complete and accurate  
4172 records of all matters submitted to it and of all findings and decisions made. A  
4173 stenographic record at all Boards will be taken if requested by either party to the  
4174 dispute. In that case, the cost of such record will be borne by the requesting  
4175 party. The other party, upon request, will be furnished a copy of the record, in  
4176 which case the cost of that record will be borne equally by both parties to the  
4177 dispute.  
4178

4179 (12) Each party will assume the compensation, travel expense and other  
4180 expenses of its Board members or the witnesses it summons.

4181  
4182 (13) So far as space is available, witnesses who are employees of the  
4183 Company will receive free transportation over the lines of the Company from the  
4184 point of duty or assignment to the point at which they must appear as witnesses  
4185 and return, to the extent permitted by law.

4186  
4187 (14) Each Board, upon agreement of a majority of its members, will have the  
4188 authority to incur expenses necessary for the proper conduct of the business of  
4189 the Board. Those expenses, as well as the expense of each neutral referee, will  
4190 be shared equally by the parties. Union Board members who are employees of  
4191 the Company will be granted necessary leaves of absence for the performance of  
4192 their duties as Board members. So far as space is available, the Board members  
4193 will be furnished free transportation over the lines of the Company for the  
4194 purpose of attending Board meetings to the extent permitted by law.

4195  
4196 (15) Every Board member will be free to discharge his duty in an independent  
4197 manner, without fear that his individual relations with the Company, the Union or  
4198 with the employees may be affected in any manner by any action taken by him in  
4199 good faith in his capacity as a Board member. Each party will specifically instruct  
4200 each Board member selected that he will at all times, while serving in that  
4201 capacity, act not as a partisan or advocate of a partisan group or cause but will  
4202 act and serve solely to render impartial findings and just decisions.

4203  
4204 (e) Procedures for Finalizing Awards: The following procedures are provided in  
4205 order to standardize the arbitration process and avoid any controversy regarding the  
4206 deliberations and discussions associated with the publication of System and Area Board  
4207 of Adjustment awards:

4208  
4209 (1) Executive Sessions for every case should take place at the conclusion of  
4210 the Hearing, or at such time as agreed upon by a majority of the Board at the  
4211 conclusion of the Hearing. This postponed session may be necessary due to the  
4212 submission of briefs or other post-hearing issues, and should be the exception,  
4213 not the rule.

4214  
4215 (2) An arbitrator's draft decision, distributed to the Board unsigned, may be  
4216 changed to any extent agreeable to a majority of the Board. A written decision,  
4217 once executed and signed by the neutral arbitrator, may only be modified as to  
4218 content by agreement of all Board members.

4219  
4220 (3) The Board members are not to discuss the decision of the Board with  
4221 anyone other than the Board members prior to the publication of the award by  
4222 the Administrator of the System Board.

4223  
4224 (4) No ex-parte communication concerning the case (that is, discussion held

4225 without the presence of the full Board) are permitted at any time.

4226

4227 (5) The details of the Board's deliberations must be held confidential by virtue  
4228 of the Boards intended neutrality. No Board member should divulge the nature  
4229 or content of the discussions held between the Board members in reaching their  
4230 decision.

4231 **ARTICLE 33 - NO STRIKE - NO LOCKOUT**

4232

4233 It is the intent of the parties to this Agreement that the procedures in this  
4234 Agreement will serve as a means of amicable settlement of all disputes that may arise  
4235 between them, and, therefore:

4236

4237 (1) The Company will neither cause nor permit a lockout during the life of this  
4238 Agreement, and

4239

4240 (2) Neither the Union nor the employees will engage in a strike, sit-down,  
4241 walkout, stoppage, slowdown, or curtailment of work for any reason during the  
4242 life of this Agreement.

4243 **ARTICLE 34 - SICK LEAVE**

4244  
4245 (a) An employee who completes six (6) months of service with the Company will be  
4246 credited with two and one half (2.5) days of sick leave for the calendar year in which the  
4247 six (6) months' period is completed.

4248  
4249 (b) Upon being credited with the ) initial six (6) months credit of sick leave, an  
4250 employee will thereafter accrue five twelfths(5/12) of one (1) day of sick leave for each  
4251 calendar month of service with the Company, up to a maximum of five (5) days in any  
4252 calendar year. Sick leave accrued during a calendar year will not be used prior to  
4253 January 1 of the following year.

4254  
4255 (c) Unused sick leave will be cumulative up to a maximum of one hundred and fifty  
4256 (150) days.

4257  
4258 (d) Except as specified in this Article, only days absent due to illness or injury of the  
4259 employee which are not compensable under the applicable Workmen's Compensation  
4260 Laws will be paid for from his allowed sick leave. Payment will be based on the  
4261 employee's regular hourly rate.

4262  
4263 (e) While it will not be the policy of the Company to require a slip from his doctor  
4264 stating treatment for an illness or injury for all absences of one (1) to three (3) days in  
4265 order for an employee to be eligible for sick leave pay, however, the Company reserves  
4266 the right to require such doctor's slip whenever circumstances indicate suspected  
4267 abuses of the sick leave policy.

4268  
4269 (1) Any employee suspected of abusing sick leave may be required to furnish a  
4270 doctor's slip stating that he was treated for an illness or injury will first have the  
4271 circumstances leading to the suspicion fully discussed with him. He may, if he so  
4272 desires, have a Union representative present during such discussion.  
4273 Subsequent to this discussion, if the Company decides that a doctor's slip is  
4274 required, he will be given written notice of this requirement. Upon request of the  
4275 employee, the specific reasons for the suspected abuse will be supplied to him,  
4276 in writing. The requirement for this slip from the doctor will expire ninety (90)  
4277 calendar days from the effective date of the written notice.

4278  
4279 (2) Upon request of the Local Union President, any employee claiming  
4280 harassment as a result of being required to furnish a doctor's slip will have the  
4281 opportunity to present his written claim for relief to a panel composed of the Vice  
4282 President – Employee Relations and the Director of the Air Transport Division.

4283  
4284 (3) In the event the employee's claim is determined to be valid, the employee  
4285 will have eight (8) hours of sick pay added to his sick leave account. In the event  
4286 it is determined to not be valid, the employee will forfeit eight (8) hours of sick  
4287 pay from his sick leave account.

4289 (f) When employees, including probationary employees, are absent due to illness or  
4290 injury, Classification seniority will continue to accrue for a period not to exceed thirty  
4291 (30) calendar days for any period of absence.

4292  
4293 (g) During an employee's absence due to an occupational illness or injury  
4294 compensable under the applicable Workers' Compensation Law, he will receive from  
4295 the Company the following benefits:

4296  
4297 (1) for the first ten (10) workdays absent, the difference between his regular  
4298 pay (including shift differential) and Worker's Compensation payments;

4299  
4300 And

4301  
4302 (2) at the conclusion of the period referred to in (1) above, a disabled  
4303 employee drawing Workmen's Compensation may, at his option, draw upon his  
4304 accrued sick leave up to the extent of his accrual at the rate of up to one-half  
4305 regular pay (including shift differential). Provided, however, the sum of such  
4306 Workmen's Compensation weekly payments plus such sick pay benefits will not  
4307 exceed the employee's regular base weekly pay (including shift differential).  
4308 Corresponding deductions will be made from his available sick leave accrual.  
4309 Deductions will be to the nearest 0.1 of a day up to a maximum of one-half day of  
4310 sick leave.

4311  
4312 These benefits will be in lieu of any other payment provided for in this Article for  
4313 all absences due to the same illness or injury.

4314  
4315 (h) In the event that the Company challenges the payment of benefits under  
4316 paragraph (g) above, occurring during the statutory waiting period under the applicable  
4317 state Workmen's Compensation Laws, the employee will receive pay continuance (base  
4318 pay, including shift differential) from the Company up to the maximum days provided in  
4319 the waiting period.

4320  
4321 The challenged payment by the Company will be resolved in the following  
4322 manner:

4323  
4324 (1) The Company, or the employee, may within seven (7) calendar days,  
4325 appeal through a review panel composed of a representative of the TWU  
4326 International and the Vice President-Employee Relations which will hear and  
4327 resolve the case. The panel will be limited to determining whether the pay  
4328 continuance, made to the employee under this provision, will be considered a  
4329 benefit under Article 34(d) or 342(g), or whether the employee should return to  
4330 the Company the benefit he received under this provision. In the event the panel  
4331 is unable to resolve the issue, the case may be submitted to the System Board of  
4332 Adjustment for final and binding resolution.

4333

4334 (2) If the Company or the employee fails to appeal the challenged payment,  
4335 the pay continuance benefit will be considered payment under Article 34(d) and  
4336 will be charged to the sick leave benefit.  
4337

4338 (i) The employees and the Union recognize their obligations to prevent absence for  
4339 reasons other than illness or injury, or other abuse of the sick leave privilege, and  
4340 pledge their wholehearted cooperation to the Company to prevent abuse.  
4341

4342 (j) Effective January 1, 1981, a lump sum payment for unused sick leave days, if  
4343 any, will be made to each employee entitled thereto upon the employee's effective date  
4344 of retirement as defined in American Airlines regulations. If an employee dies prior to  
4345 retirement the employee's beneficiary or estate will receive a lump sum payment for all  
4346 unused sick leave. A day or days of unused sick leave referred to in this paragraph will  
4347 mean those days credited or accrued in each calendar year and not used by the  
4348 employee up to the date of retirement or death.  
4349

4350 (k) For each such day of unused sick leave, the Company will pay an employee  
4351 covered by this Agreement, twenty-five dollars (\$25.00). For example: An employee  
4352 retires on January 1, 1981. He has a total accumulation of one hundred fifty (150) days  
4353 of unused sick leave. On that date, said employee will receive a lump sum payment of  
4354 three thousand seven hundred fifty dollars (\$3,750).  
4355

4356 (l) A day or days of unused sick leave referred to in paragraphs (a) and (b) above  
4357 will mean those days credited or accrued in each calendar year and limited to the  
4358 cumulative maximum in the manner set forth under the provisions of Article 34 of this  
4359 Agreement effective August 9, 1980 and not used by the employee up to the date of  
4360 retirement.  
4361

4362 (m) The attachment on the following page is agreed to by the parties and is  
4363 incorporated as part of this agreement.  
4364

4364 **ATTACHMENT 34.1 - COMPENSATION CLAIM (ID) PANEL**

4365

4366

4367

AMERICAN AIRLINES, INC.

4368

633 Third Avenue

4369

New York, New York 10017

4370

4371 February 18, 1978

4372

4373 Mr. Ernest M. Mitchell

4374 Director-Air Transport Division

4375 Transport Workers Union, AFL-CIO

4376 1980 Broadway

4377 New York, New York 10023

4378

4379 Re: Compensation Claim (ID) Panel

4380

4381 Dear Mr. Mitchell:

4382

4383 Procedures for the Company and employees to follow on occasions when injury-on-  
4384 duty payments during statutory waiting periods are challenged, as outlined in Article  
4385 34(h), are as follows:

4386

4387 1. The Company will notify the employee in writing that payment for alleged injury  
4388 on duty is being challenged.

4389

4390 2. The employee may appeal by a written protest jointly addressed to his  
4391 supervisor and the local union ranking official.

4392

4393 3. The appeal may be submitted to the Special Injury On Duty Panel provided  
4394 under Article 34 within thirty (30) days of notice of protest to the supervisor. If  
4395 the issue is not resolved by the Special Injury On Duty Panel, it will be submitted  
4396 to a designated permanent referee who will render an immediate decision,  
4397 without a written opinion within twenty-four (24) hours of the hearing.

4398

4399 4. Expenses for the hearing before the special designated referee will be borne in  
4400 the same manner as for grievances under the Agreement.

4401

4402 Very truly yours,

4403

4404 Charles A. Pasciuto

4405 Vice President

4406 Employee Relations

4407

4408 Agreed:

4409  
4410 Ernest M. Mitchell  
4411 Dated: February 18, 1978  
4412

4412 **ATTACHMENT 34.2 – SICK LEAVE AND IOD APPLICATIONS**

4413

4414 March 31, 2003

4415

4416

4417 Mr. James C. Little

4418 International Administrative Vice President

4419 Director Air Transport Division

4420 Transport Workers Union of America, AFL–CIO

4421 1791 Hurstview Drive

4422 Hurst, Texas 76054

4423

4424 **Sick Leave and IOD Applications**

4425

4426 Dear Jim,

4427

4428 This will confirm our understanding reached during the negotiations leading up to the  
4429 agreement signed on April 15, 2003.

4430

4431 During these negotiations, the parties agreed to modifications to the manner in which  
4432 sick leave is accrued and paid. Additionally, the parties agreed to modifications to the  
4433 manner in which IOD salary continuance is paid. The implementation plan of these  
4434 items is detailed below and constitutes the required method to reach the targeted  
4435 savings.

4436

4437 Sick Leave

4438

4439 On December 31, 2003, all employees in the TWU Title Groups will be credited with  
4440 sick leave based upon our agreed to changes. Sick leave is awarded based on 5/12ths  
4441 of a day (3.65 hours in the M&R Agreement) per each 173.3 paid hours period. The  
4442 maximum credit is five (5) days (40 hours in the M&R Agreement) per calendar year.

4443

4444 There is no change to the maximum accrual of one hundred fifty (150) or one hundred  
4445 eighty (180) days. Additionally, there is no change to the sick bank of each employee  
4446 as of January 01, 2003.

4447

4448 Effective on May 01, 2003, in Title Group I and Title Group II only, payment for sick  
4449 leave will be at 50% of the employee's base rate for the first sixteen (16) hours, of any  
4450 single occurrence.

4451

4452 Injury On Duty – Salary Continuance

4453

4454 The parties agreed to modification of the IOD – Salary Continuance provision. In order  
4455 to transition from the eighty (80) days of salary continuance to the new ten (10) days of  
4456 salary continuance, employees, who are receiving salary continuance on the basis of  
4457 the eighty (80) day application for an injury or illness that occurs prior to April 15, 2003,

4458 will continue to draw salary continuance on the basis of the eighty (80) day application  
4459 through April 30, 2003. For those employees, salary continuance will end as of May 01,  
4460 2003.

4461 Example: Employee "A" has used 74 days of IOD as of 4/15/03. This employee  
4462 would continue to receive IOD pay for six (6) more days up to the eighty (80) days.  
4463 Emp. B has used 45 days of IOD as of 4/15/03, he/she will continue on IOD, if  
4464 necessary, till 4/30/03.

4465  
4466 For those employees who incur an illness or injury during the period of April 15, 2003,  
4467 through April 30, 2003, the salary continuance payment will be for ten (10) work days.  
4468 For those employees, salary continuance will end after payment of ten (10) work days.

4469  
4470 If an employee incurs an illness or injury on or after May 01, 2003, the Company will  
4471 pay the employee up to ten (10) work days of salary continuance (ID) for each separate  
4472 illness or injury.

4473  
4474 Sincerely,

4475  
4476  
4477  
4478 James B. Weel  
4479 Managing Director  
4480 Employee Relations

4481  
4482  
4483 Agreed to this date:

4484  
4485  
4486 James C. Little  
4487 International Administrative Vice President  
4488 Director Air Transport Division  
4489 Transport Workers Union of America, AFL-CIO

4490  
4491  
4492  
4493

4494 **ARTICLE 35 - TEMPORARY EMPLOYEES**

4495

4496 (a) Temporary employees will not be employed during the duration of this  
4497 Agreement, unless there is a mutual consent between the Vice President-Employee  
4498 Relations and the TWU Director Air Transport Division or his designee.

4499

4500 (b) Temporary employees may be hired by the Company to accomplish and perform  
4501 work of any emergency nature not to exceed forty-five (45) calendar days, but if  
4502 qualified employees laid off due to a reduction in force are available at the station or  
4503 locality where such work is to be performed, they will be given the first opportunity of  
4504 such employment.

4505

4506 (c) Notwithstanding the above, temporary employees may be hired at each  
4507 airport/base to accomplish and perform work twice within the calendar year for periods  
4508 not to exceed forty-five (45) calendar days for each occurrence. If qualified employees  
4509 laid off due to a reduction in force are available at the station or locality where such  
4510 work is to be performed, they will be given the first opportunity of such employment.

4511

4512 (d) Any additional temporary employees hired under this Article not subject to  
4513 paragraphs (a) and (b) above will be subject to mutual consent between the Vice  
4514 President - Employee Relations and the TWU Director - Air Transport Division or their  
4515 designees. In the event the Company needs full time temporary employees, regular  
4516 part time employees at the location will be offered temporary full time opportunities prior  
4517 to hiring full time temporary employees.

4518

4519 (e) Temporary employees will not accrue occupational or classification seniority,  
4520 except that employees, who are on layoff status or formerly part time, will accrue  
4521 occupational seniority during periods of temporary employment. When a temporary  
4522 employee becomes a regular employee, without a break in service, occupational and  
4523 classification seniority will be retroactive to the original date of temporary employment.  
4524 The employee will be subject to the provisions of Article 9(a).

4525 **ARTICLE 36 - MEAL PERIODS**

4526

4527 (a) Meal periods will be thirty (30) minutes, except when a longer period is agreed  
4528 upon between the parties.

4529

4530 (b) Meal periods will be scheduled not earlier than three (3) hours after  
4531 commencement of work and not later than five and one-half (5-1/2) hours (so as to be  
4532 completed at the end of five and one-half (5-1/2) hours) after commencement of work.

4533 In the event that a meal period has not been provided in accordance with the  
4534 foregoing, the employee is then free, if he so desires, to take his meal period.

4535 **ARTICLE 37 - SEVERANCE ALLOWANCE**

4536  
4537 (a) Any employee with one (1) year or more of service who is laid off for reasons  
4538 other than those in paragraphs (b), (c) and (f) will receive severance allowance as  
4539 provided in paragraph (e), subject to the limitations in this Article.

4540  
4541 (b) Severance allowance will not be paid for layoffs of less than four-(4) months'  
4542 duration which are due to seasonal schedule reductions.

4543  
4544 (c) Severance allowance will not be paid if the layoff is the result of an Act of God, a  
4545 national war emergency, revocation of the Company's operating certificate or  
4546 certificates, grounding of a substantial number of the Company's aircraft for safety  
4547 reasons, dismissal for cause, resignation, retirement, or a strike or picketing causing a  
4548 temporary cessation of work.

4549  
4550 (d) At the time of layoff, the Company will advise the employee in writing of the  
4551 reasons for his release and whether it is for reasons outlined in paragraphs (a), (b) or  
4552 (c) above. If the employee is released for reasons in (a) above, he will be eligible for  
4553 the immediate payment of the severance allowance as provided in this Article. If the  
4554 employee is released for reasons set forth in paragraph (b), and if at the expiration of  
4555 four (4) months from the date of layoff he is not offered reemployment in other than a  
4556 temporary job in accordance with Article 16, his layoff will be presumed to have been  
4557 caused by factors covered in paragraph (a) above, and he will become entitled at that  
4558 time to severance allowance, as provided in this Article. Temporary work which does  
4559 not exceed a continuous period of forty-five (45) calendar days will not be considered as  
4560 breaking the four-month period of layoff.

4561  
4562 (e) The amount of severance allowance payable under this Article to employees  
4563 eligible is contained in the following table and will be based on length of compensated  
4564 service with the Company from date of employment and will be in addition to all other  
4565 benefits in this Agreement.

4566  
4567 (1) Severance for part-time employees will be based on the employee's  
4568 Company seniority and the scheduled hours at the time of layoff. If the  
4569 employee's scheduled hours have been reduced within sixty (60) calendar days  
4570 of the layoff notice, an average of the previous six (6) months scheduled hours  
4571 will be used to determine the "scheduled" hours for the purposes of pay.

4572  
4573 (2) A week of severance allowance will be computed on the basis of the  
4574 employee's regular straight-time hourly rate at the time of layoff, multiplied by  
4575 forty (40) hours for full time but for part time hours as outlined above.

If employee has completed:	Severance Allowance
1 year of service	3 weeks
2 years of service	3 weeks
3 years of service	4 weeks

4581	4 years of service	5 weeks
4582	5 years of service	6 weeks
4583	6 years of service	7 weeks
4584	7 years of service	8 weeks
4585	8 years of service	9 weeks
4586	9 years of service	10 weeks
4587	10 years of service	11 weeks
4588	11 years of service	12 weeks
4589	12 years of service	13 weeks

4590  
4591 (f) If the employee is not reemployed by the Company within four (4) months from  
4592 the effective date of his layoff, and he has at least one year's seniority as of the date of  
4593 layoff, he will be entitled to an additional two-(2) weeks' severance allowance. In the  
4594 event the employee is recalled to work under Article 16 before the expiration of four (4)  
4595 months from the date of his layoff and is again laid off, he will be entitled to the  
4596 additional two (2) weeks' severance allowance if he is not reemployed by the Company  
4597 within four (4) months from the effective date of such subsequent layoff.

4598  
4599 (g) Severance allowance will not be granted when (1) the employee elects to  
4600 exercise his seniority to remain with the Company in his own or a lower classification in  
4601 accordance with Article 15; (2) he has, within four (4) months of layoff, been offered a  
4602 job in accordance with Article 16, and has refused such job; or (3) he accepts any other  
4603 employment offered by the Company prior to the expiration of four (4) months from the  
4604 date of layoff.

4605  
4606 (h) An employee recalled to work under the terms of Article 16, who is again laid off  
4607 under conditions that would entitle him to severance allowance, will be entitled to the  
4608 amount specified for his years of compensated service with the Company in accordance  
4609 with paragraph (e) of this Article, less the dollar amount received on the occasion of the  
4610 previous severance's, provided that the dollar amount deduction will not be made if the  
4611 employee completes at least one (1) additional year of compensated service with the  
4612 Company from the date on which he reported for duty upon the occasion of the prior  
4613 recall.

4614  
4615 (i) An employee who has been given severance allowance at the time of layoff and  
4616 who is rehired in less than the number of weeks covered by the severance allowance  
4617 (plus an additional two (2) weeks if he also received two (2) weeks' pay in lieu of notice)  
4618 will have the amount of overpayment deducted from his subsequent earnings.

4619  
4620 (j) An employee who has been reemployed under the conditions outlined in Article  
4621 37(h) and (i) will retain all seniority and length of service credit for pay and other  
4622 purposes accrued prior to the date of his severance.

4623 **ARTICLE 38 - UNION SECURITY**

4624  
4625 (a) All employees covered by this Agreement will, as a condition of employment,  
4626 maintain membership in the Union so long as this Agreement remains in effect, to the  
4627 extent of paying an initiation fee and membership dues (not including fines and  
4628 penalties), or agency fees in accordance with applicable law. An employee may have  
4629 his membership dues deducted from his earnings by signing the form "Assignment and  
4630 Authorization for Check-Off of Union Dues", also referred to as "Check-Off Form," or, if  
4631 no such authorization is in effect, he must pay his initiation fee and membership dues  
4632 directly to the Union.

4633  
4634 (b) All new employees of the Company hired on or after the effective date of this  
4635 Agreement will become members of the Union sixty (60) calendar days after the date of  
4636 employment with the Company and will, as a condition of employment, maintain  
4637 membership in the Union so long as this Agreement remains in effect, to the extent of  
4638 paying initiation fees and membership dues, or in lieu of maintenance of membership,  
4639 agency fees in accordance with applicable law. The Company will supply each Local  
4640 Union with the name, personnel number, and work location of any new employee or  
4641 transferee covered under this Agreement within fifteen (15) calendar days of the actual  
4642 report date of said employee. The Company will allow the Union an opportunity during  
4643 local orientation to meet with new employees and transferees regarding Union matters.

4644  
4645 (c) If any employee who has resigned from the Company or has been laid off is  
4646 reemployed or recalled, he will be considered as a new employee for the purposes of  
4647 this Article and will be governed by the provisions of paragraph (b).

4648  
4649 (d) Employees who are or become members of the Union under paragraphs (a) or  
4650 (b) above will pay membership dues as set forth in this Article, except that payment for  
4651 membership dues will not be required as a condition of employment during leaves of  
4652 absence without pay or during periods of transfer to a classification or position not  
4653 covered by this Agreement.

4654  
4655 (e) "Member of the Union", for the purpose of this Article, will mean any employee  
4656 who is a member of the Union and is not more than sixty (60) calendar days in arrears  
4657 in the payment of the initiation fee and membership dues as specified herein or agency  
4658 fee payer not more than sixty (60) calendar days in arrears in the payment of his fees.

4659  
4660 (f) When an employee who is a member of the Union becomes delinquent within the  
4661 meaning of paragraph (e) above, the following procedure will apply:

4662  
4663 (1) The Director of the Air Transport Division of the Union will notify the  
4664 employee in writing, certified mail, return receipt requested, that he is delinquent  
4665 in the payment of the initiation fee and membership dues or agency fees, as  
4666 specified herein, and accordingly, is subject to discharge as an employee of the  
4667 Company. The letter will also notify the employee that he must remit the required  
4668 payment within fifteen (15) calendar days of the date of mailing of the notice, or

4669 be subject to discharge. This provision will be deemed to be complied with if the  
4670 Union sends, but the employee refuses the above mailing.

4671  
4672 (2) If, upon the expiration of the fifteen (15) calendar day period, the  
4673 employee still remains delinquent, the Director of the Air Transport Division of the  
4674 Union will certify, in writing, to the Vice President-Employee Relations of the  
4675 Company, copy to the employee, that the employee has failed to remit payment  
4676 within the grace period allowed and is therefore to be discharged. The Vice  
4677 President-Employee Relations, after being presented with the appropriate  
4678 documentation, will then take proper steps to discharge such employee from the  
4679 services of the Company.

4680 (3) An employee discharged by the Company under the provisions of this  
4681 paragraph will be deemed to have been discharged for cause within the meaning  
4682 of the terms and provisions of this Agreement.

4683  
4684 (g) Any discharge under the terms of this Article will be based solely upon the failure  
4685 of the employee to pay or tender payment of initiation fee and membership dues or  
4686 agency fees, as specified in this Article, and not because of denial or termination of  
4687 membership in the Union upon any other ground.

4688  
4689 (h) Any grievance by an employee concerning the interpretation or application of the  
4690 provisions of this Article will be subject exclusively to the following procedure:

4691  
4692 (1) An employee who believes that the provisions of this Article pertaining to  
4693 him have not been properly interpreted or applied may submit his request for  
4694 review, in writing, within five (5) calendar days from the date the grievance  
4695 arises, except that a grievance arising under paragraph (f)(1) must be filed within  
4696 the fifteen (15) calendar day period specified in that paragraph. The request will  
4697 be submitted to his immediate supervisor who will review the grievance and  
4698 render his decision, in writing, not later than five (5) calendar days following the  
4699 receipt of the grievance.

4700  
4701 (2) The immediate supervisor will forward his decision to the employee with a  
4702 copy to the Local Union Accredited Representative. If the decision is not  
4703 satisfactory to both the employee and the Union, then either may appeal the  
4704 grievance directly to the System General Board of Adjustment, established under  
4705 Article 32 of this Agreement, within ten (10) calendar days from the date of the  
4706 decision. The terms and provisions of such Article will be applicable, except as  
4707 otherwise specified in this Article.

4708  
4709 (3) If the Union should appeal the decision to the System General Board of  
4710 Adjustment, it will prepare a joint submission of the grievance setting forth the  
4711 Union's and the employee's position and forward copies to the employee, the  
4712 Vice President-Employee Relations of the Company and to the members of the  
4713 System Board of Adjustment. If the employee should appeal the decision, he  
4714 may request the Vice President-Employee Relations to prepare the submission

4715 papers on his behalf for the System Board of Adjustment. In this event, the  
4716 request will be made by the employee, in writing, to his immediate supervisor  
4717 who will transmit, through the local City Manager all facts, data and information  
4718 concerning the grievance, together with a copy of the decision from which appeal  
4719 is taken. The Vice President-Employee Relations will forward copies of the  
4720 employee's separate submission to the employee, the local City Manager, the  
4721 Director of the Air Transport Division of the Union and to the members of the  
4722 System Board of Adjustment.

4723  
4724 (4) During the period a grievance is filed under the provisions of this paragraph  
4725 and until after final award by the System Board of Adjustment, the employee will  
4726 not be discharged from the Company because of noncompliance with the terms  
4727 and provisions of this Article. In the event the employee's grievance is denied  
4728 because he has not tendered dues owed under this Article, he will be considered  
4729 discharged for cause. In any proceeding under this Article, the employee, the  
4730 Company, and the Union will be allowed to present any facts or arguments  
4731 supporting their positions concerning proper application of this Article.  
4732

4733 (i) The Union agrees that it will indemnify the Company and save the Company  
4734 harmless from any and all claims which may be made by the employee or employees  
4735 against the Company by virtue of the wrongful application or misapplication of any of the  
4736 terms of this Article.  
4737

4738 (j) The Company will not interfere with, restrain or coerce employees because of  
4739 membership or lawful activity in the Union, nor will it, by discrimination in respect to hire,  
4740 tenure of employment or any term or condition of employment, attempt to discourage  
4741 membership in the Union.  
4742

4743 (k) The Union agrees that neither the Union nor its members will intimidate or coerce  
4744 any employee in respect to his right to work, the proper exercise, performance, or  
4745 implementation of his duties and responsibilities with the Company or in respect to  
4746 Union activity or membership. Further there will be no solicitation of employees for  
4747 Union membership on Company time. The Union further agrees that the Company may  
4748 take disciplinary action for any violation of this provision.  
4749

4750 (l) During the life of this Agreement, the Company agrees to deduct from the pay of  
4751 each member of the Union and remit to the Union membership dues uniformly levied in  
4752 accordance with the Constitution and By-laws of the Union and as prescribed by the  
4753 Railway Labor Act, as amended, provided such member of the Union voluntarily  
4754 executes the following agreed-upon Check-Off Form. This form will be prepared and  
4755 furnished by the Union.  
4756

4756 ASSIGNMENT AND AUTHORIZATION  
4757 FOR CHECK-OFF OF UNION DUES  
4758

4759 To: American Airlines, Inc.  
4760 Attention: Manager – Payroll Customer Service  
4761 M.D. #790  
4762 P. O. Box 582848

4763  
4764 Tulsa, Oklahoma 74158-2848

4765  
4766 U.S. Mail Address:  
4767 7645 East 63<sup>rd</sup> Street  
4768 Tulsa, OK 74133-1252

4769  
4770 I, \_\_\_\_\_,  
4771 (Name: Initials and last name)  
4772

4773 hereby assign to the Transport Workers Union of America, AFL-CIO, my Union dues  
4774 from any wages earned or to be earned by me as your employee. I authorize and direct  
4775 you to deduct the flat sum of \_\_\_\_\_, which is the bi-weekly equivalent of my monthly  
4776 membership dues, or such bi-weekly equivalent as may hereafter be established by the  
4777 Union as my membership dues, from each bi-weekly paycheck and to remit the same to  
4778 the Union.  
4779

4780 This assignment, authorization, and direction may be revoked by me, in writing,  
4781 after the expiration of one year from the date hereof, or upon the termination date of the  
4782 labor agreement in effect at the time this is signed, whichever occurs sooner.  
4783

4784 This authorization and direction is made subject to the provisions of the Railway  
4785 Labor Act, as amended, and in accordance with the existing Agreement between the  
4786 Union and the Company.  
4787  
4788  
4789

4790 Employee Signature \_\_\_\_\_  
4791 Employee Address \_\_\_\_\_  
4792 \_\_\_\_\_  
4793 Personnel Number \_\_\_\_\_  
4794 Cost Center \_\_\_\_\_/\_\_\_\_\_  
4795 Location \_\_\_\_\_  
4796 Department \_\_\_\_\_  
4797 Local Union Number \_\_\_\_\_  
4798 Date \_\_\_\_\_  
4799

4800 (m) When a member of the Union properly executes such "Check-Off Form", the  
4801 Director of the Air Transport Division of the Union will forward an original copy to the

4802 Manager Payroll Customer Service; American Airlines, Inc., M.D. #790, P. O. Box  
4803 582848, Tulsa, Oklahoma 74158-2848. Any Check-Off Form which is incomplete or  
4804 improperly executed will be returned to the Director. Any notice of revocation as  
4805 provided for in this Article or the Railway Labor Act, as amended, must be in writing,  
4806 signed by the employee and delivered by certified mail, addressed to their respective  
4807 Local Union office. Each Local Union office will forward a copy to the Manager-Payroll  
4808 Customer Service: American Airlines, Inc.: M.D. 790; P.O. Box 582848; Tulsa  
4809 Oklahoma 74158-2848 for future Union dues withholding. Check-Off Forms and notices  
4810 received by the Manager-- Payroll Customer Service will be stamp-dated on the date  
4811 received and will constitute notice to the Company on the date received, and not when  
4812 mailed.

4813  
4814 (n) When a Check-Off Form, as specified in this Article, is received by the Manager-  
4815 Payroll Customer Service on or before a given payday, deductions will commence with  
4816 the first regular paycheck following said payday, and will continue thereafter until  
4817 revoked or cancelled as provided in this Article. The Company will remit to the Union a  
4818 check in payment of all dues collected on a given payday, on or as soon after the  
4819 payday as possible. These remittances will be subject to normal accounting practice  
4820 with respect to adjustments necessary because of the methods involved in the  
4821 deduction procedure. The Company remittance of Union membership dues to the  
4822 Union will be accompanied by a list of names, personnel numbers and station numbers  
4823 of the employees for whom deductions have been made in that particular period,  
4824 arranged in order of their personnel numbers. Additionally, the Company will supply in  
4825 duplicate to the office of the Union a listing of those employees who are on leave of  
4826 absence; have accepted a position outside the bargaining unit; or have terminated  
4827 employment with the Company.

4828  
4829 (o) No deductions of Union dues will be made from the wages of any employee who  
4830 has executed a Check-Off Form and who has been transferred to a job not covered by  
4831 the Agreement, or who is on leave without pay. Upon return to work within a  
4832 classification covered by this Agreement, deductions will be automatically resumed  
4833 provided the employee has not revoked the assignment in accordance with this Article,  
4834 and provided it is in accordance with the other appropriate provisions of this Article and  
4835 of the Railway Labor Act, as amended.

4836  
4837 (p) An employee who has executed a Check-Off Form and who resigns or is  
4838 terminated from the employ of the Company for reasons other than layoff shall be  
4839 deemed to have automatically revoked his assignment and if reemployed, further  
4840 deductions of Union dues will be made only upon execution and receipt of a new  
4841 Check-Off Form. Provided, however, that upon return from layoff, leave of absence, or  
4842 reinstatement from disciplinary discharge to work within a classification covered by this  
4843 Agreement, deductions shall be automatically resumed. In cases where Check-Off is  
4844 not reinstated by the Company due to mechanical or software errors, the Company will  
4845 collect the back dues at a maximum of fifty (50) dollars per month and remit to the  
4846 Union, provided the employee has not revoked the assignment in accordance with this

4847 Article, and such deductions are in accordance with the other appropriate provisions of  
4848 this Article and of the Railway Labor Act, as amended.

4849  
4850 (q) Collection of any back dues owed at the time of starting deductions for any  
4851 employee, and collection of dues missed because the employee's earnings were not  
4852 sufficient to cover the payment of dues for a particular pay period, will be the  
4853 responsibility of the Union and will not be the subject of payroll deductions.

4854  
4855 (r) Deductions of membership dues will be made in a flat sum from each paycheck  
4856 provided there is a balance in the paycheck sufficient to cover the amount after all other  
4857 deductions authorized by the employee or required by law have been satisfied. In the  
4858 event of termination of employment, the obligation of the Company to collect dues will  
4859 not extend beyond the bi-weekly period in which his last day of work occurs.

4860 **ARTICLE 39 - PHYSICAL EXAMINATION**  
4861

4862 (a) If two or more members of management determine there is a serious question as  
4863 to an employee's physical fitness to perform his assigned work, he may be given a  
4864 physical examination by the Company doctor. The employee will be notified of the  
4865 examination in writing. The notification will include an explanation of the reason(s) for  
4866 the examination. An employee who fails to pass a Company physical examination may,  
4867 within fifteen (15) calendar days of the date of written notification of his failure to pass  
4868 the examination, be permitted to exercise his seniority in resuming his classification or  
4869 any lower classification in work which he is qualified to perform; or, at his option, have a  
4870 review of his case in the following manner:

4871  
4872 (1) He may employ a qualified medical examiner of his own choosing and at  
4873 his own expense for a physical examination.

4874  
4875 (2) Should the medical examiner chosen by the employee disagree with the  
4876 findings of the medical examiner employed by the Company, the Company will,  
4877 at the written request of the employee or his Union representative, ask that the  
4878 two medical examiners agree upon and appoint a third qualified and neutral  
4879 medical examiner, for the purpose of making a further physical examination of  
4880 the employee.

4881  
4882 (3) The three (3) doctors, one representing the Company, one representing  
4883 the employee affected, and one as the neutral doctor (approved by the Company  
4884 doctor and the employee's doctor), will constitute a board of three (3), the  
4885 majority vote of which will decide the case.

4886  
4887 (4) The expense of the third medical examiner will be borne by the Company.  
4888 Copies of the Board's report will be furnished to the Company, the Union and the  
4889 employee.

4890  
4891 (5) If the majority opinion of the Board of three (3) medical examiners upholds  
4892 the employee's case, he will be restored to his former job and be paid for time  
4893 lost, as if working, less any amount he may have received as compensation  
4894 during the interim period.

4895  
4896 (b) Should the medical examiner chosen by the employee in Article 39(a) (1) above,  
4897 agree with the findings of the Company doctor but disagree regarding the employee's  
4898 ability to return to his job, the following will apply to all cases including alcoholism and  
4899 mental disorders, except when superseded by the DOT or FAA rules or the Company's  
4900 Alcohol/Drug Policy:

4901  
4902 (1) The employee may appeal through the local Union President to a System  
4903 Review Panel composed of the Vice President-Employee Relations and the  
4904 Director of the Air Transport Division, to resolve the dispute.  
4905

4906 (2) Should the System Review Panel be unable to satisfactorily resolve the  
4907 case, it will be referred to a System Professional Medical Board composed of the  
4908 American Airlines Corporate Medical Director, a physician appointed by the  
4909 employee and a third physician mutually agreed upon by the first two physicians.  
4910 The third physician will possess the medical expertise necessary to resolve the  
4911 dispute.

4912  
4913 (3) The case will be presented to the Professional Medical Board which will  
4914 be empowered to return the employee to his former job. The decision of the  
4915 Board will be final and binding, the majority vote deciding the case.

4916  
4917 (4) The expense of the employment of the third physician will be borne by the  
4918 Company.

4919  
4920 (c) If a dispute should arise from the application of paragraphs (a) or (b) above, the  
4921 Company will supply to the employee's personal physician, upon receipt of a signed  
4922 release from the employee, a copy of the employee's medical records that pertain to the  
4923 dispute.

4924  
4925 Provision and disclosure of the medical records shall be in conformity with  
4926 applicable government regulations.

4927  
4928 (d) In order to expedite the resolution of cases brought before the AA-TWU System  
4929 Review Panel under the provisions of Article 39(b), the provisions of this paragraph will  
4930 be followed. In the event that the Panel, with the concurrence of the AA Corporate  
4931 Medical Director or his designee, returns the employee to his job, or another job  
4932 covered by the Agreement, the reinstatement will be effective no later than ten (10)  
4933 calendar days from the date the decision is reached. The reinstated employee will  
4934 return to work on the date, time, and place determined by the Manager of the work unit  
4935 to which the employee will return.

4936  
4937 (1) In the event of a deadlock by the Panel under the provisions of Article  
4938 39(b)(1), the employee will:

4939  
4940 (a) Complete and sign an American Airlines authorization form for the  
4941 release of medical information; and

4942  
4943 (b) Write a letter to the AA Medical Director stating the name of the  
4944 doctor specializing in the treatment of the medical disability which caused  
4945 the employee to be disqualified from his job and/or upon whose opinion  
4946 the Company may rely, if the System Review Panel determines the doctor  
4947 has not been specified already; and

4948  
4949 (c) Furnish a detailed medical memorandum for the physician under  
4950 Article 39(d)(1)(b). The memorandum will detail the diagnosis, prognosis,  
4951 medication, current status, test results, etc., based on an examination

4952 performed not more than ninety (90) days before or after the date of the  
4953 System Review Panel hearing.

4954  
4955 (2) The above documents are to be sent to:

4956  
4957  
4958 Corporate Medical Director  
4959 P. O. Box 619616, MD 5187  
4960 DFW Airport, TX 75261-9616

4961  
4962 (3) Upon receipt of the above documents, the AA Medical Department will  
4963 evaluate the employee's physician's report and will communicate with the  
4964 employee's physician to choose a third physician to constitute the Professional  
4965 Medical Review Board specified under Article 39(b)(2). All questions concerning  
4966 the submission of documents above will be handled by AA Medical.

4967  
4968 (4) The entire process of appeal from the decision of the System Review  
4969 Panel to the Professional Medical Review Board will be completed within forty-five  
4970 (45) calendar days. However, when the employee's physician, the AA physician,  
4971 or the third doctor are not available, test results are delayed, or other factors  
4972 beyond the control of the parties exist, the process may be extended another  
4973 fifteen (15) calendar days to a total period from deadlock of the System Review  
4974 Panel through the process of the Professional Medical Review Board of not more  
4975 than sixty (60) calendar days.

4976  
4977 (e) The attachment on the following page is agreed to by the parties and is  
4978 incorporated as part of this agreement.

4979

4979 **ATTACHMENT 39.1 - ADA ACCOMODATIONS COMMITTEE**

4980

4981 American Airlines

4982

4983 October 14, 1992

4984

4985 Mr. Edward R. Koziatek

4986 International Vice President

4987 Transport Workers Union of America, AFL-CIO

4988 1848 Norwood Plaza, Suite 112

4989 Hurst, Texas. 76054

4990

4991 Dear Ed:

4992

4993 You have requested information on how your field representatives should handle  
4994 employee requests under the ADA (Americans with Disabilities Act) to start the process  
4995 of the Accommodations Committee reviewing their medical restrictions.

4996

4997 Once an employee has exhausted the provisions of the contract, including Article  
4998 39, and is still restricted from performing a job s/he believes s/he can accomplish, the  
4999 employee should forward to the local Personnel Manager, in writing, with a copy to the  
5000 Local Union President a request for review by the ADA specified Accommodations  
5001 Committee.

5002

5003 The Personnel Manager is the designated contact point for such accommodation  
5004 review requests and other questions and/or issues relating to the ADA.

5005

5006 If you have any questions on this issue, please give me a call.

5007

5008

5009 Stan L. Crosser

5010 Managing Director

5011 Employee Relations

5012

5013

5014 Cc: R. P. Craviso

5015 D. A. Newgren

5016 Dr. J. Davis

5017 B. K. Landers

5018 **ARTICLE 40 - PENSION**

5019  
5020  
5021  
5022  
5023  
5024  
5025  
5026  
5027  
5028  
5029  
5030  
5031  
5032  
5033  
5034  
5035  
5036  
5037  
5038  
5039  
5040  
5041  
5042  
5043  
5044  
5045  
5046  
5047  
5048  
5049  
5050  
5051  
5052  
5053  
5054  
5055  
5056  
5057  
5058  
5059  
5060  
5061  
5062  
5063

(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 Stock Clerk 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.

- 5064 (d) The following changes to the Plan were made by Letter(s) dated 05/05/89.  
5065
- 5066 (1) A new vesting schedule will apply to employees who perform at least one  
5067 hour of service for which they are paid on or after January 1, 1990.  
5068
- 5069 (2) The new vesting schedule will provide that such employees will become  
5070 100% vested after completing five years of vesting service as defined in the plan.  
5071 Prior to completing five years of vesting service, employees will have 0% vested  
5072 benefits.  
5073
- 5074 (3) Rules for counting vesting service and for applying breaks in service  
5075 remain unchanged from the current plan.  
5076
- 5077 (4) The Company agreed to retroactively credit all pensionable hours worked  
5078 past age 65 for TWU represented employees who retire from the active payroll  
5079 after January 1989.  
5080
- 5081 (e) The amendments covered in Article 40(e) will be applicable only for those  
5082 members classified as "Stock Clerk Employees", who are on active payroll or on an  
5083 approved leave of absence with recall rights as of 03/01/01 and whose benefits  
5084 commence on or after the first day of the month following 03/01/01.  
5085
- 5086 (1) Final Average Compensation  
5087
- 5088 The compensation used for calculating a member's retirement benefit will  
5089 be the average of the highest forty eight (48) consecutive months of pay out of  
5090 the one hundred and twenty (120) consecutive months of pay preceding the date  
5091 of retirement. The definition of the compensation used to determine the forty-  
5092 eight (48) and one hundred and twenty (120) month periods is unchanged.  
5093 Various formulas exist for benefits, e.g.,  $1.667 \times \text{Final Average Earnings} \times$   
5094  $\text{Years of credited service}$ , which are also unchanged.  
5095
- 5096 (2) Eligibility For Benefits – Early Retirement  
5097
- 5098 A member will be eligible for early retirement on or after attaining the earlier of:  
5099
- 5100 (a) age 55 and fifteen (15) years of credited service; or  
5101
- 5102 (b) age 60 and ten (10) years of credited service.  
5103
- 5104 (3) Early Retirement Benefits  
5105
- 5106 Pension benefits determined as of early retirement will be reduced 3% for each  
5107 year that the member is less than age 60.  
5108

5109 (f) The attachment on the following page is agreed to by the parties and is  
5110 incorporated as part of the Agreement.  
5111

5111 **ATTACHMENT 40.1 - PRE-RETIREMENT SURVIVOR BENEFIT CHARGE**

5112

5113

American Airlines

5114

5115 October 19, 1995

5116 Rev. 03/01/01

5117

5118 John M. Orlando

5119 International Vice President

5120 Transport Workers Union of America, AFL-CIO

5121 1848 Norwood, Suite 112

5122 Hurst, Texas 76054

5123

5124 Dear John:

5125

5126 This letter follows up our conversation of today regarding the charge for the pre-  
5127 retirement survivor benefit.

5128

5129 The Retirement Equity Act of 1984 mandated that pension plans provide a benefit  
5130 for the surviving spouse of an employee who dies vested, but prior to retirement. This is  
5131 known as the Qualified Pre-retirement Survivor Annuity (QPSA). Because this  
5132 requirement adds to pension costs, employers are allowed to recover the cost by  
5133 reducing the employee's pension at retirement. The AA reduction at retirement for  
5134 QPSA coverage does not fully cover the cost of providing this benefit. QPSA coverage  
5135 is still heavily subsidized by American.

5136

5137 QPSA coverage is mandatory and automatic unless the employee and spouse sign  
5138 a waiver. The benefit and how the charge is calculated are explained in detail in the  
5139 Summary Plan Description. The calculation is based upon a percentage by age for the  
5140 number of years coverage was in effect. There is no charge for providing the coverage  
5141 past age 65, although the employee is charged for those years under age 65. Once an  
5142 employee is at least age 55 with 15 years of credited service or age 62 with 10 years of  
5143 credited service, the charge also stops accumulating. The charge is based only on the  
5144 mandatory 50% survivor benefit. Employees who have elected a larger survivor benefit  
5145 are not charged more.

5146

5147 Since the actual QPSA calculation is complex and can only be done accurately  
5148 when a exit date has been established, for estimate purposes only we show a uniform  
5149 \$20 monthly reduction. We use \$20 because we rarely see a QPSA reduction of \$20 or  
5150 more, For simplicity in preparing estimates, \$20 is shown on all estimates, even for  
5151 employees who never had the coverage, or will not be charged this exact amount.

5152

5153 At retirement those employees who never had coverage will, of course, have no  
5154 reduction. For those who were covered, the reduction will be individually calculated  
5155 based on their age and years of coverage.

5156  
5157  
5158  
5159  
5160  
5161  
5162  
5163  
5164  
5165  
5166  
5167  
5168  
5169  
5170

As we discussed, normally about 300 TWU members retire each year. However with the early out, we may be asking as many as 7,000 TWU members to take a close look at their pension plan. Although the QPSA explanation has been in the Summary Plan Description for approximately 10 years, with this kind of scrutiny we are learning that we can improve how we communicate very important, but unfortunately often very technical pension information.

Thank you for bringing this issue to my attention and I hope this explanation is helpful. Please let me know if you have any questions.

Sincerely,  
Mark Johnson  
Managing Director  
Benefits Compliance

5171 **ARTICLE 41 - BENEFITS**

5172  
5173 (a) The parties recognize that controlling the spiraling costs of health care has  
5174 become a national priority and a critical mutual objective for both the Company and the  
5175 employees.

5176  
5177 In order to provide maximum flexibility and choice for individual employees, while  
5178 helping to assure the Company's continued financial strength, effective January 1, 1990,  
5179 the Company will implement a flexible benefits program which limits the impact of future  
5180 health cost increases for both the Company and the employees as follows:

5181  
5182 (1) The Company will provide "benefit dollars" which will allow each  
5183 employee, to "purchase", at no cost beyond those "benefit dollars," the basic  
5184 Group Life and Health Benefits Plan. The employee may also contribute a portion  
5185 for other plans at his option.

5186  
5187 (2) Employees may spend their "benefit dollars" to buy that combination of  
5188 benefits that best meets their individual needs - for example, more life insurance,  
5189 but less health coverage.

5190  
5191 (3) An employee may select a more limited benefit plan such as a plan with a  
5192 higher deductible, and receive cash in exchange for unused "benefit dollars."  
5193 This cash payment will not increase other benefits (e.g., pension accruals or life  
5194 insurance) and is subject to income and Social Security taxes.

5195  
5196 (4) The number of "benefit dollars" provided by the Company to each  
5197 employee will increase by the percentage increase in the Company's average  
5198 annual cost per covered employee, for the period July 1, through June 30,  
5199 immediately preceding the enrollment year over the previous period July 1,  
5200 through June 30, up to a maximum of 5%. In this way, the Company pays for the  
5201 first 5% of cost increases.

5202  
5203 (5) If American's average annual cost per covered employee for providing the  
5204 benefit package rises by more than 5% during the measurement period, an  
5205 employee who desires to maintain an identical level of coverage will share the  
5206 additional costs by making monthly contributions to cover the increase in cost  
5207 over the first 5% paid by the Company, up to an additional 5% increase in costs  
5208 year over year.

5209  
5210 (6) An employee who does not choose to contribute will be able to elect a less  
5211 costly alternative package of benefits, such as a plan with a higher deductible.

5212  
5213  
5214  
5215 (7) The TWU and the Company have agreed that a review committee will be  
5216 established to review planned administrative changes to the negotiated Medical

5217 Plan, and for planned changes in the Point of Service Plan contribution rates, so  
5218 long as Point of Service Plan continues to be offered. This committee will have  
5219 the right of appeal to the Sr. Vice President – Human Resources in the event of a  
5220 dispute.

5221  
5222 (8) The TWU and the Company will participate on a joint committee to  
5223 develop programs and procedures which will reduce the rate of increase in costs  
5224 in order to minimize the impact on employees.

5225  
5226 (b) The annual deductible under the Major Medical Plan will be \$150 per individual  
5227 per calendar year. The family deductible will be satisfied in any calendar year after a  
5228 total of \$400 in deductible charges have been paid for any three (3) or more family  
5229 members. No one family member may contribute more than \$150 toward the  
5230 satisfaction of this family deductible.

5231  
5232 (c) The Major Medical Expense Benefits lifetime maximum for each active employee  
5233 and eligible dependent(s) will be \$5,000,000. An employee and his eligible dependents,  
5234 who retires early under Article 41(l) will remain under the \$300,000 lifetime maximum  
5235 until the retired employee reaches the earlier of age 65 or Medicare eligibility.

5236  
5237 (1) Inpatient hospitalization charges will be reimbursed at 80% of the first  
5238 \$5,000 in covered expenses and 100% of the remaining covered expenses. The  
5239 out of pocket maximum is \$1,000 per person.

5240  
5241 (2) The Group Life and Health Benefits Plan for retirees provides that 100% of  
5242 the first \$5,000 in covered inpatient hospitalization charges, 80% of the second  
5243 \$5,000 in covered inpatient charges and charges for other medical service  
5244 combined, and 100% of the remaining combined charges in a calendar year will  
5245 be reimbursed.

5246  
5247 (3) When the Company's Group Life and Health Benefits Plan is providing  
5248 secondary coverage for dependents, the total combined benefits paid by the  
5249 primary plan and the Company will not exceed what the Company's Group Life  
5250 and Health Benefits Plan would have paid had it been the primary plan.

5251  
5252 (d) Effective March 3, 2001, a newly hired employee will be subject to a one (1)  
5253 calendar month service waiting period before the employee may be covered under the  
5254 American Airlines Group Life and Health Benefits Plan as described in Article 41. The  
5255 employee may not purchase coverage under the Group Life and Health Benefits Plan  
5256 for the first month of employment with American Airlines, Inc. After one (1) month of  
5257 service, the employee will automatically be placed in the American Airlines Group Life  
5258 and Health Benefits Plan with contributions in accordance with Article 41. Coverage will  
5259 begin on the day that the employee has completed one (1) month of service with the  
5260 Company, provided he is actively at work on that day, or on vacation, or on a scheduled  
5261 day off. Otherwise, the employee will be covered on the date he returns to work.

5262

5263 (e) Dental Plan

5264

5265 Expenses under the Dental Plan 1, excluding Orthodontic and Preventive  
5266 Expenses will be covered at 80% of reasonable and customary charges, after the  
5267 deductible is met. Preventive Dental Care will be covered at 100% with no deductible  
5268 for a maximum of two (2) annual visits per calendar year, subject to reasonable and  
5269 customary charges. The annual individual plan maximum will be \$1,500. In addition,  
5270 adult orthodontia will be added with a lifetime maximum of \$1,500.

5271

5272 (f) Life Insurance

5273

5274 The Company will provide several options regarding life insurance.

5275

5276 (1) For an employee whose base monthly salary is \$1,500 or over, his basic  
5277 life insurance coverage will be two times his base annual salary taken to the next  
5278 higher multiple of \$100, but not more than \$70,000.

5279

5280 (2) Coverage for an employee under Contributory Plan I will be 50% of his  
5281 Basic Coverage.

5282

5283 (3) Coverage for an employee under Contributory Plan II will be an amount  
5284 equal to his Basic Coverage, plus one times his base annual salary taken to the  
5285 next higher multiple of \$100.

5286

5287 (4) In addition to the above Company provided plans, the TWU will offer an  
5288 optional Whole Life Insurance Plan for its members. The Company will provide  
5289 payroll deduction of premiums for employees electing this coverage.

5290

5291 (g) Optional Short Term Disability

5292

5293 The Company provides an Optional Short Term Disability Plan (OSTD). The  
5294 OSTD plan provides salary replacement of 50%, except where a statutory plan meets or  
5295 exceeds 50% of salary replacement. The OSTD plan is 100% employee paid. If the  
5296 employee does not elect to participate when first solicited during open enrollment,  
5297 evidence of insurability may be required by the carrier providing the coverage.

5298

5299 (h) Hearing Aid Coverage

5300

5301 Expenses incurred at the direction of a physician for hearing aids and  
5302 examinations in connection therewith are covered under the Major Medical Expense  
5303 Benefits portion of the Plan.

5304

5305 (i) Vision Plan

5306

5307 The Company is reviewing a proposal submitted by the TWU for a vision  
5308 insurance plan. The Company agrees that the TWU will make the selection upon

5309 review of their proposed vendor (Spectera) and one other competitor vendor with a  
5310 comparable proposal. The Company will contribute the current vision discount card  
5311 program cost per employee per year towards the new program.

5312  
5313 (j) Donor Expenses

5314  
5315 Expenses incurred for a donor and/or recipient in a transplant operation are  
5316 covered under the Major Medical Expense Benefits portion of the Plan.

5317  
5318 (k) Dependent Coverage

5319  
5320 Dependent coverage is subject to the rules established by the Insurance Carrier  
5321 and published in Company Regulations.

5322  
5323 (l) An employee who retires from the Company at Early Retirement Date or on the  
5324 basis of disability, will receive the same medical expense coverage as active  
5325 employees, except as noted in Article 41(c), for themselves and eligible dependents  
5326 until the retired employee reaches the earlier of age 65 or Medicare eligibility.

5327  
5328 (1) Thereafter the retired employee and spouse only are each covered for  
5329 \$50,000 under the Retired Employee Major Medical Expenses Benefits Plan.  
5330 This post 65 benefit (\$50,000 lifetime maximum, \$150 deductible ) for the retiree  
5331 and spouse will also apply to employees who retire from the Company at their  
5332 Normal or Late Retirement Date.

5333  
5334 (2) Upon the death of the retired employee, coverage for the surviving spouse  
5335 only is continued for six months or until the spouse is eligible for Medicare,  
5336 whichever is later. Coverage for dependent children, if any, ceases upon the  
5337 retiree's death, and the spouse's lifetime maximum is reduced to the lesser of  
5338 \$50,000 or the unused balance of the spouse's coverage at the time of retiree's  
5339 death. Employees must meet the requirement of Article 41(m) regarding  
5340 prefunding as well as plan eligibility requirements.

5341  
5342 (m) Prefunding Retiree Health Care

5343  
5344 All employees, who are on the Company's active payroll, on a union leave of  
5345 absence, on a family leave of absence, or on a military leave of absence and who are at  
5346 least age 30 with a minimum of one year of service with the Company, will be offered  
5347 the opportunity to begin prefunding his retiree health care plan at the contribution  
5348 amount for the age at which he begins participation in accordance with the Age Based  
5349 Rates Table in Article 41(m)(5). Additionally, that amount is subject to the escalator  
5350 described in Article 41(m)(5). Incumbent employees on active payroll on 12/31/89, who  
5351 enrolled when first eligible, will pay the incumbent rates in accordance with the Table in  
5352 Article 41(m)(5). No entry fee will be assessed to the employee, if he chooses to  
5353 participate when first eligible. An eligible employee will be automatically enrolled in the  
5354 Plan and payroll deductions will commence as of the first pay period following his date

5355 of eligibility, unless the employee completes and returns a form, prescribed by the  
5356 Company and countersigned by his supervisor, to waive participation. Married  
5357 employees must obtain spousal consent to waive participation.  
5358

5359 (1) Should the Company's cost per covered retiree during the immediately  
5360 preceding period July 01, through June 30, increase above the Company's cost  
5361 per covered retiree during the previous period July 01, through June 30, then,  
5362 effective January 1, of the following year, the monthly contribution rate for  
5363 employees described in Article 41(m) will increase in accordance with the  
5364 formula specified in the April 02, 1992 Trust Agreement incorporated below in  
5365 this Article.  
5366

5367 (2) Retiree health care coverage under Article 41 will commence after the  
5368 employee retires from the Company after having met all the eligibility and  
5369 prefunding requirements. Coverage will be the same level of coverage provided  
5370 to active employees except that retiree health care coverage will reimburse 100%  
5371 of the first \$5,000 in covered inpatient hospitalization charges, 80% of the second  
5372 \$5,000 in covered inpatient charges and charges for other medical service  
5373 combined and 100% of the remaining combined charges in a calendar year and  
5374 will be subject to a \$300,000 (remainder of active coverage maximum if less)  
5375 major medical maximum if retirement is at or after age 55 and before the earlier  
5376 of age 65 or Medicare eligibility.  
5377

5378 (3) Employees who were on the Company's active payroll, on a union leave of  
5379 absence, or on an approved leave of absence for other reasons on May 5, 1989,  
5380 but who were ineligible to participate on January 1, 1990 because they did not  
5381 meet the minimum age and/or years of service requirement specified in Article  
5382 41(m), will be offered the opportunity to elect retiree medical coverage under the  
5383 same terms and conditions applicable to employees described in Article 41(m)  
5384 (no \$250.00 late enrollment fee and a monthly contribution rate equal to the rate  
5385 then being paid by employees who opted for coverage before January 1, 1990).  
5386 Payroll deductions will commence as of the first pay period following their date of  
5387 eligibility unless the employees complete and returns a form prescribed by the  
5388 Company to waive participation. A married employee must obtain spousal  
5389 consent to waive participation.  
5390

5391 (4) An employee who elected not to participate when first eligible will be  
5392 offered, during an annual enrollment period, the opportunity to begin prefunding  
5393 his retiree health coverage. The employee will pay the applicable age based  
5394 contributory rates set forth in Article 41(m) (5) and will be required to pay the  
5395 \$250 non refundable late enrollment fee.  
5396

5397 (5) Age Based Rates Table  
5398

5399 Monthly plan contribution rates for employees referred to in Article 41(m) will be  
5400 in the table below. Also refer to the annual escalator formula in Article 41(n)(3).

5401  
5402  
5403

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

5404  
5405  
5406  
5407  
5408  
5409  
5410  
5411  
5412  
5413  
5414  
5415  
5416  
5417

(6) An employee 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) Any 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.

5418  
5419  
5420  
5421  
5422  
5423  
5424  
5425  
5426  
5427  
5428  
5429  
5430  
5431  
5432  
5433  
5434  
5435  
5436  
5437  
5438  
5439  
5440  
5441  
5442  
5443  
5444  
5445  
5446  
5447  
5448  
5449  
5450  
5451  
5452  
5453  
5454  
5455  
5456  
5457  
5458  
5459  
5460  
5461  
5462  
5463

(9) An employee making contributions so as to prefund their retiree medical coverage must continue such contributions during all leaves of absence except unpaid sick and unpaid IOD. Any employee who commences prefunding of his retiree health coverage, subsequently discontinues such prefunding, and later decides to again prefund his retiree health coverage, will be required to pay the rates in the Age-Based contributory Rates Table set forth in Article 41(m) (5)) and to pay the \$250 late enrollment fee.

(n) Prefunding Trust (Memorandum of Understanding Between American Airlines, Inc. and Transport Workers Union of America AFL-CIO, April 02, 1992) Article 41(n) expresses the understanding of the parties regarding the amendments to the Trust Agreement and Plan effective January 01, 1993, governing the health benefits provided to active TWU represented employees of American Airlines, Inc. at retirement and the health and other welfare benefits provided to retired employees of American Airlines, Inc. who were represented by the TWU at the time of retirement. Article 41(n) will not be construed to modify or alter an employee's eligibility for retiree welfare benefits under the collective bargaining agreement or the Plan.

(1) The Trust Agreement and the Trust which holds Plan assets is established for the exclusive benefit of TWU represented active employees and retired employees who were represented by the TWU at the time of retirement.

(2) The Trust will maintain a separate account to hold reserves equal to the Participants' prefunding contributions, Employer prefunding contributions, and investment earnings attributable thereto reserved for retiree welfare benefits due to Participants under the terms of the Plan and to pay administrative expenses associated with such Program. In the event of termination of the Plan and/or Trust, the balance of the reserves will be distributed as provided in Article 41(n)(8). In no event will these reserves be used for payment of any expenses associated with the active employees medical benefits program or for any other purpose except those identified with respect to retiree welfare benefits in Article 41(n), the Trust Agreement, and the Plan.

(3) An employee participating in the Retiree Prefunded Benefits Program will make a monthly contributions to the Trust Fund. If an employee was an active employee of American Airlines on December 31, 1989, and elected to prefund when first eligible, his contribution was \$10.00 per month in 1992, and such contribution amount is subject to the Escalator, described in Article 41(n)(5), in all future years. If an employee was not an active employee of American Airlines on December 31, 1989, or was an active employee of American Airlines on December 31, 1989, and declined participation when first eligible, his contribution amount is determined based on the age at which he begins participation in 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).

5464  
5465  
5466  
5467  
5468  
5469  
5470  
5471  
5472  
5473  
5474  
5475  
5476  
5477  
5478  
5479  
5480  
5481  
5482  
5483

(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

5484  
5485  
5486  
5487  
5488  
5489  
5490  
5491  
5492  
5493  
5494  
5495

(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 verify the amount. In the event that the independent accounting firm determines that contributions should change by a different amount, any increase or decrease will be retroactive to the first of the year to which the new Escalator calculation

5496 applies. Any decrease in the contribution will be credited to the Employees'  
5497 future monthly contributions within sixty (60) calendar days, barring unforeseen  
5498 circumstances. Any increase or decrease will be applied to the Participants'  
5499 contributions and Employer's contributions in accordance with Article 41(n)(5).  
5500

5501 (7) At retirement, an eligible participating retiree's own contributions, the  
5502 matching Employer contributions made on his behalf to the Retiree Prefunded  
5503 Benefits Program, and investment earnings attributable thereto are drawn down  
5504 in ten equal annual installments for the purpose of providing retiree medical  
5505 coverage. However, exhaustion of the funds in a retiree's account under this  
5506 provision does not waive or modify the retiree's entitlement to continued medical  
5507 coverage under the Agreement or the terms and limitations of the Plan. Should  
5508 an eligible retiree die during the ten year draw down period, any remaining  
5509 contributions continue to draw down for the period of the surviving spouse's  
5510 medical coverage, if any. After the surviving spouse's coverage terminates, or if  
5511 the spouse dies before the balance of the Account is drawn down, the balance of  
5512 the employee's contribution is paid to the spouse's estate. If there is no surviving  
5513 spouse, the balance of the employee's contribution is paid to the designated  
5514 beneficiary.  
5515

5516 (8) In case of death or termination of employment by a participating active  
5517 employee, employee contributions to the Retiree Prefunded Benefits Program  
5518 plus investment earnings attributable thereto will be distributed as a severance or  
5519 death benefit, as applicable, to the employee or the employee's designated  
5520 beneficiary(ies).  
5521

5522 (9) In the event of Trust termination, retirees participating in the Retiree  
5523 Prefunded Benefits Program will receive any balance of their own contributions to  
5524 the Program and investment earnings attributable thereto which have not been  
5525 drawn down during the ten year draw down period described in Article 41(n)(7).  
5526 Conditioned on Internal Revenue Service approval, active employees'  
5527 contributions to the Prefunded Retiree Benefits Program and investment  
5528 earnings attributable thereto will be distributed to active employees. Should the  
5529 Internal Revenue Service disallow the distribution of active employees'  
5530 contributions, the parties agree to establish a mutually satisfactory alternative  
5531 regarding the disposition of active employees' contributions in the event of Trust  
5532 termination. Employer contributions and investment earnings attributable thereto  
5533 in the Retiree Prefunded Benefits Program Account will be used for the exclusive  
5534 benefit of participating employees and retirees in the event of Trust termination.  
5535 That includes the use of the assets for the purpose of continuing retiree health  
5536 coverage under an alternative program as may be agreed to by the parties.  
5537

5538 (10) In the event the Internal Revenue Service disapproves a particular  
5539 provision or benefit expressed in the Trust Agreement, any provisions or benefits  
5540 which are approved or unaffected by the disapproval will remain in force, and the  
5541 TWU will not contest the obligation to prefund in court or under the collective

5542 bargaining agreement. However, the TWU reserves all legal and contractual  
5543 rights in the event the Internal Revenue Service rules that the Trust may not hold  
5544 funds in reserve for retiree welfare benefits, or that the earnings attributable to  
5545 Participant contributions held in trust for this purpose or the Employer matching  
5546 contributions (plus earnings) are currently taxable to the Participants.  
5547

5548 (11) Counsel for the parties will review the amended Trust Agreement to  
5549 ensure that it expresses the principles of this Agreement. Neither the Plan nor  
5550 the Trust Agreement may be amended or modified in a manner inconsistent with  
5551 the principles set forth in this Agreement, except to conform to the requirements  
5552 of Federal law and regulations, provided, however, that the TWU waives no  
5553 rights stipulated in Article 41(n)(10).  
5554

5555 (12) American Airlines will revise, in a timely fashion after the date of  
5556 ratification, the Plan to fully reflect the amendments made to the Trust Agreement  
5557 and the provisions of this Memorandum. The revised Plan will be subject to  
5558 review by the person(s) designated by the TWU.  
5559

5560 (o) Monitoring Insurance Plan  
5561

5562 In connection with the administration and processing of claims under the group  
5563 insurance plan, the Company will continue to monitor and to urge the insurance  
5564 company to improve claims processing under the plan.  
5565

5566 (p) Notice of Changes  
5567

5568 The Company will provide the Director of the Air Transport Division with advance  
5569 notice of plan changes prior to releasing announcements to plan participants. The  
5570 Company will not change the limits on employee cost increases described in Article  
5571 41(a)(4) and 41(a)(5), nor the prefunding contribution limits of Article 41(m), for the  
5572 duration of this Agreement.  
5573

5574 (q) Company's Right to Modify Plan  
5575

5576 Although it is the intention of American Airlines, Inc. to continue to make available to its  
5577 employees a Group Insurance Plan of the type similar to that which is now available, the  
5578 Company will reserve the right to modify the Plan consistent with this Article.  
5579

5580 **ARTICLE 42 - JOB SECURITY**

5581

5582 **SYSTEM PROTECTION:**

5583

5584 (a) Except as provided in Attachment 42.2, the Company will guarantee employment  
5585 (full time/part time status based upon employee's status on March 1, 2001) and pay to  
5586 any employee covered by this Agreement who was hired under this Agreement by the  
5587 Company prior to March 1, 2001 and who was on the Company's active payroll on  
5588 March 1, 2001, or on a Union leave of absence, or on an approved leave of absence for  
5589 other reasons (provided the employee has an Occupational Seniority date more senior  
5590 than the least senior protected employees in his classification at the station/base upon  
5591 his return to active payroll) in accordance with the following provisions of this Article. In  
5592 addition, an employee as defined above, will not be involuntarily reduced to a lower  
5593 classification than that classification he occupied on March 1, 2001; however, the  
5594 classification guarantee does not apply to any bid classification (Crew Chiefs, Technical  
5595 Crew Chiefs). The classification guarantee for Crew Chiefs and Technical Crew Chiefs  
5596 will be the next lower non-bid classification (e.g., Crew Chief to Stock Clerk).

5597

5598 **STATION PROTECTION:**

5599

5600 (b) All employees who on February 11, 1983 were on the Company's active payroll  
5601 and who on September 1, 1985 are actively employed/based at the following  
5602 station(s)/base (or who relocate to the station(s)/base and who are senior to the least  
5603 senior station(s)/base protected employee in his classification at such station/base) and  
5604 provided that they hold the same classification they held on February 11, 1983, will, in  
5605 addition to the classification and status protections afforded in paragraph (a) above, be  
5606 protected against layoff from their one-station complex/base unless all flight operations  
5607 cease at that one-station complex or the Tulsa Maintenance Base is closed:

5608

5609 Tulsa Maintenance Base	St. Louis
5610 and Station (TULE and TUL)	Salt Lake City
5611 Dallas/Fort Worth (DFW,	Tucson
5612 Flight Academy, Learning	El Paso
5613 Center, SRO and HDQ)	Indianapolis
5614 Chicago (ORD and MDW)	Baltimore
5615 New York (JFK, LGA and EWR)	Cincinnati
5616 Los Angeles (LAX and ONT)	Cleveland
5617 Boston	Philadelphia
5618 San Diego	San Juan
5619 Phoenix	Las Vegas
5620 Washington/Dulles	Oklahoma City
5621 Houston	Memphis
5622 San Francisco	San Antonio
5623 Detroit	Nashville
5624 Buffalo	Rochester
5625 Little Rock	Albany

5626 Columbus  
5627 Pittsburgh

Hartford  
Syracuse

5628  
5629  
5630  
5631  
5632  
5633  
5634  
5635  
5636  
5637  
5638  
5639  
5640  
5641  
5642  
5643  
5644  
5645  
5646  
5647  
5648  
5649  
5650  
5651  
5652  
5653  
5654  
5655  
5656  
5657  
5658  
5659  
5660  
5661  
5662  
5663  
5664  
5665  
5666  
5667  
5668  
5669

(c) Notwithstanding the above provisions, the Company may lay off, in accordance with Article 15, employees protected by paragraph (a) or by paragraphs (a) and (b) or by paragraphs (a) and (c) or by paragraphs (a) and (d) above when the layoff is necessitated by any one or more of the following conditions:

- (1) An act of God,
- (2) A strike, picketing, work stoppage, slowdown, or other labor dispute by Company or outside employees resulting in a reduction of work,
- (3) A national war emergency,
- (4) Revocation of the Company's operating certificate or certificates,
- (5) Grounding of a substantial number of Company's aircraft for safety reasons,
- (6) A reduction in the Company's operations resulting from a decrease in available fuel supply or other critical materials caused either by governmental action or commercial suppliers being unable to meet the Company's demands.

(d) This Article does not in any way limit the Company's right to terminate or discipline a protected employee for just cause or disqualify a protected employee under the provisions of Article 39.

(e) An employee covered by paragraph (a) above (protected employee) and who is affected by a reduction in force will be afforded the provisions of Article 15(b)(1), (2), (3) and (5-local city only). He will also be afforded the provisions of Article 15(b)(4) and (5-other than local city), provided the employee to be displaced is not a protected employee. No protected employee will be subject to displacement by employees not covered by paragraph (a) above (unprotected employee). A protected employee who is affected by a reduction in force and who fails to exercise his options under Article 15 will be laid off, and forfeit his protected status. The seniority restrictions appearing in Article 15(b)(3) and (b)(4) will not apply to protected employees.

(f) An employee covered by this job security provision who accepts or transfers to a part time position will thereafter be guaranteed only a part time position.

(g) The attachment on the following page is agreed to by the parties and is incorporated as part of this agreement.

5669 **ATTACHMENT 42.1 - RIF FOR SYSTEM PROTECTED EMPLOYEES**

5670

5671

American Airlines®

5672

5673 January 19, 1996

5674

5675 Mr. John Orlando

5676 AA System Coordinator

5677 International Vice President

5678 Transport Workers Union of America

5679 1848 Norwood Plaza, Suite 112

5680 Hurst, TX 76054

5681

5682 Dear John:

5683

5684 You have raised the question as to the reduction in force procedures in the current  
5685 environment of increased job protection, and our other commitments during negotiations  
5686 regarding discontinued and new classifications. I believe that the following interpretation  
5687 is contractually correct, and mutually accepted:

5688

5689 1. A system-protected employee can displace a non-protected (i.e. hired after  
5690 8/15/95) employee at another station. A system-protected employee cannot  
5691 displace another system-protected employee at another location.

5692

5693 2. A protected employee can displace another employee in a lower classification at  
5694 his/her station, even if the employee in the lower classification is also protected.

5695

5696 This means, for example, that a Plant Maintenance Mechanic in Nashville could  
5697 displace a Building Cleaner in Nashville, even though the Building Cleaner is  
5698 also protected.

5699

5700 3. In discussing and agreeing to the discontinuation of the Building Cleaner  
5701 classification, and the placement of those incumbent employees in the Cabin  
5702 Cleaner classification, we did commit that Building Cleaners would not be forced  
5703 to relocate as a result of this action. That commitment does not extend to  
5704 relocation as a result of displacement by a more senior employee, nor to  
5705 schedule related reductions which may be required.

5706

5707 Therefore, for example, a Plant Maintenance Mechanic displacing a junior  
5708 Building Cleaner could cause the Building Cleaner to be displaced to a vacancy  
5709 on the system, or to displace an unprotected junior Building Cleaner at another  
5710 location.

5711

5712 Mark L. Burdette  
5713 Managing Director,

5714 Employee Relations, Ground  
5715

5715  
5716 **Attachment 42.2 – Job Security**

5717  
5718 March 31, 2003

5719  
5720 Mr. James C. Little  
5721 International Administrative Vice President  
5722 Director Air Transport Division  
5723 Transport Workers Union of America, AFL–CIO  
5724 1791 Hurstview Drive  
5725 Hurst, Texas 76054

5726  
5727 **One Time Relief from Job Security Provisions**

5728  
5729 Dear Jim,

5730  
5731 This will confirm our understanding reached during the negotiations leading up to the  
5732 agreement signed on (DOS), 2003.

5733  
5734 During these negotiations, the parties agreed to lift the system job protection provision  
5735 of the various agreements to enable the Company to reduce the number of employees  
5736 in each title group by the number required to reach the negotiated costs savings. The  
5737 chart below illustrates the number of reductions by title group. Additionally, we have  
5738 listed the newly established system job protection dates that will be in effect once the  
5739 reductions associated with the changes have been completed.

5740

<u>Title Group</u>	<u>Number of Reductions</u>	<u>Title Group</u>	<u>Number of Reductions</u>
5741 Title I	1371	5742 Technical Specialists	8
5743 Title II	0	5744 Flight Dispatchers	5
5745 Title III	1856	5746 Ground/Simulator Instructors	110
5747 Title IV	Included in Title III	5748 Meteorologists	0
5749 Title V 57		5750 Simulator Technicians	9

5751  
5752 Following the reduction of the above number of employees, the parties agreed to modify  
5753 the dates of system protection for the remaining employees to the dates indicated  
5754 below. In addition, the date may be adjusted either backward or forward at the  
5755 conclusion of the applicable reductions and must be agreed to by both parties.

<u>Title Groups</u>	<u>New System Protection Date</u>
5756 Title I and Title III	5757 September 24, 1998
5758 Ground/Simulator Instructors	5759 March 01, 1998
5760 Simulator Technicians	August 23, 1999
	March 01, 2001

5761  
5762 Sincerely,  
5763  
5764  
5765  
5766 James B. Weel  
5767 Managing Director  
5768 Employee Relations  
5769

5770 Agreed to this date:

5771

5772

5773

5774 —  
James C. Little

5775 International Administrative Vice President

5776 Director Air Transport Division

5777 Transport Workers Union of America, AFL–CIO

5778

5779

5780 **ARTICLE 43 - PART TIME EMPLOYEES**

5781

5782 The Company may utilize part time employees in all classifications under this  
5783 Agreement and at all stations/locations/bases where such classifications are assigned.  
5784 The provisions of the Basic Agreement will apply except as follows:

5785

5786 (a) No employee who is protected in a full time status by Article 42 (Job Security) will  
5787 be involuntarily assigned to a part time status. Any full time employee may volunteer in  
5788 accordance with his Occupational Seniority to fill a part time vacancy. A part time  
5789 employee may in accordance with his Occupational Seniority fill a full time vacancy at  
5790 his station/location/base or in accordance with his Occupational Seniority under the  
5791 provisions of Article 12 fill a full time or part time vacancy at another station/location/  
5792 base.

5793

5794 (b) Any vacancy(s) may be declared by the Company to be part time vacancy(s),  
5795 without regard to pending transfer/upgrade request(s) to the station/location/base with  
5796 the vacancy(s) and without regard to the existence of furloughed employee(s) with recall  
5797 rights to the station/location/base with the vacancy(s), but as limited by subparagraph  
5798 (1) below.

5799

5800 (1) The number of part time employees will not exceed fifteen per cent (15%) of  
5801 the employees covered by the Stores Agreement (e.g., total employees covered  
5802 by this Agreement is 1261 -- therefore the maximum number of part time  
5803 employees under this Agreement would be 189). This fifteen percent (15%) ratio  
5804 will apply on a system-wide basis.

5805

5806 (c) A part time vacancy(s) will be filled by the Company with the most senior  
5807 qualified employee requesting to fill such vacancy(s) in accordance with the following  
5808 order of preference:

5809

5810 (1) System surplus employees (either full time or part time) in the same  
5811 classification, provided they are senior to the most senior employee holding recall  
5812 rights to that part time classification;

5813

5814 (2) By an employee with recall rights to the station/location/base;

5815

5816 (3) The following blended in seniority order:

5817

5818 (a) Employees in a full time or part time bid classification status in the  
5819 same city requesting a voluntary demotion under the provisions of Article  
5820 12(of the Stores Agreement) will be offered part time vacancies;

5821

5822 (b) Transfer requests of employees currently on payroll in the same  
5823 classification in other cities (Article 12(l) of the Maintenance  
5824 Agreement/Article 12(l) of the Stores Agreement) blended in seniority order

5825 with full time employees' transfer requests in the same classification within  
5826 the city with the vacancy;

5827  
5828 (c) Active full time employees in the same classification and city as the  
5829 vacancy and have a transfer on file;

5830  
5831 (4) By employees with valid 12(m) requests on file;

5832  
5833 (5) By employees on layoff status with valid transfer requests on file to the  
5834 station/location/base;

5835 (6) By new employee(s).

5836  
5837 A full time employee's refusal of part time work will not affect that employee's  
5838 seniority or recall rights under this Agreement.

5839  
5840 (d) A part time employee will be scheduled in either of the following two (2) methods:

5841  
5842 (1) No less than four (4) consecutive hours, but no more than six (6)  
5843 consecutive hours in a workday and for a maximum of five (5) consecutive work  
5844 days in a workweek.

5845  
5846 (2) For up to eight (8) consecutive hours in a work day, exclusive of a meal  
5847 period, and up to a maximum of three (3) days in a work week.

5848  
5849 (a) Such employee may be scheduled to work up to a maximum of  
5850 twenty-four (24) hours in a work week, and

5851  
5852 (b) Such employee may be scheduled to work up to a maximum of  
5853 three (3) consecutive days which will include some combination of Friday,  
5854 Saturday, Sunday, or Monday.

5855  
5856 Provided, however, employees hired prior to February 11, 1983 will be scheduled  
5857 for no less than twenty (20) hours per week and all employees hired after February 11,  
5858 1983 and prior to January 1, 1984 will be scheduled for no less than sixteen (16) hours  
5859 per week under either option above. However, such employees may at their option, bid  
5860 for work schedules containing fewer scheduled hours.

5861  
5862 (e) No two (2) part time shifts in a work unit will be scheduled back-to-back within a  
5863 nine-(9) hour period (e.g., no two-(2) four-(4) hour, no four (4) and five-(5) hour, and no  
5864 two-(2) four (4) hour shifts with one (1) hour break). No two (2) part time shifts within a  
5865 work unit will overlap for 30 minutes or less.

5866  
5867 (f) For those part time employees scheduled to work in excess of five (5) hours, the  
5868 Company will schedule a thirty (30) minute unpaid lunch period (if such period is  
5869 required) and no part time employee's lunch period will encompass their first hour or  
5870 their final thirty (30) minutes of work. The provisions of Article 36(b) will not apply.

5871  
5872 (1) At times, due to operational problems, a part time employee may not  
5873 receive a scheduled thirty-(30) minute unpaid lunch period. We have agreed,  
5874 therefore, that in those instances where a part time employee who is scheduled  
5875 in excess of five (5) hours and, for operational reasons, is not granted a lunch  
5876 period during his tour of duty, will be eligible for a "penalty lunch" in the form of  
5877 thirty (30) minutes additional pay at straight time rates. For example: An  
5878 employee is scheduled for five (5) hours and forty-five (45) minutes, but due to  
5879 off schedule operations, is unable to get away for a schedule lunch break during  
5880 his tour of duty. He will be paid five (5) hours and forty-five (45) minutes for time  
5881 worked, plus a thirty-(30) minute penalty period for not receiving his entitled lunch  
5882 period.

5883  
5884 (2) This agreed-to "penalty lunch" will not be applicable to any employee  
5885 scheduled to work less than five (5) hours, but whose hours are extended  
5886 beyond the five (5) hour period. This employee may be scheduled a lunch period  
5887 at management's option, if in management's view the operation permits. This  
5888 lunch period may be given during the employee's final thirty (30) minutes of work  
5889 or waived by the employee. In any case, this employee will not be eligible for a  
5890 penalty lunch.

5891  
5892 (g) A part time employee scheduled to work on a holiday will be paid one and one-  
5893 half (1.5x) for all hours worked and straight-time for the difference between the hours  
5894 actually worked and the hours normally scheduled on that work day.

5895  
5896 Part time employees regularly scheduled to work five (5) or more days in a  
5897 workweek will receive holiday payment on the same basis as full time employees.

5898  
5899 Part time employees regularly scheduled to work less than five (5) days in a work  
5900 week will be eligible for holiday pay for the day on which the holiday actually falls if  
5901 scheduled to work on the actual holiday. If not scheduled to work on the holiday, he will  
5902 be paid one-fifth (1/5th) of his regularly scheduled work hours for that workweek at  
5903 straight-time rates for the holiday.

5904  
5905 A monthly report of extended hours by shift for part timers will be maintained at  
5906 each station and shared with the local TWU President monthly.

5907  
5908 For purposes of day to day assignments, part time Crew Chiefs may have full  
5909 time employees on his/her crew, provided that such full time employees are not part of  
5910 the basic bid or working a regular full time shift in a utility/support/"as signed" group.  
5911 (Vacation relief is not included in this restriction.)

5912  
5913 (h) A part time employee will accrue Company, Occupational and Classification  
5914 seniority on the same basis as a full time employee.

5915

5916 (i) A part time employee will accrue Sick Leave, Vacation, Pension, and Group Life  
5917 and Health Benefits in accordance with the provisions in the appropriate Articles. Injury  
5918 on Duty benefits will be in accordance with Article 34. Vacation, Sick Leave and Injury  
5919 on Duty pay will be based on a part time employee's normal work schedule.

5920  
5921 (1) Equivalent full time service is determined by hours paid, not to exceed 80  
5922 hours in a bi-weekly period, not to exceed 2080 hours annually, whether paid at  
5923 straight time or overtime rates. For example, hours during which overtime is paid  
5924 are counted in the same manner as straight-time hours without reflecting overtime  
5925 pay.

5926  
5927 (2) Sick Leave:  
5928  
5929 Upon completion of six (6) months equivalent full time service (1,040 part time  
5930 hours paid), as defined in (1) above, the employee will be credited with twenty (20)  
5931 hours Sick Leave for use during the balance of that calendar year. Thereafter Sick  
5932 Leave credit of five twelfths (5/12) of one (1) hour for each 173.3 hours paid is  
5933 accrued. If, after dividing part time hours by 173.3 the remaining hours are more  
5934 than 86.6, credit the employee with an additional five twelfths (5/12) of one (1) hour  
5935 of Sick Leave. Remaining hours less than 86.6 are disregarded. Sick Leave, other  
5936 than the original twenty (20) hours credited, is not usable until January 1 of the  
5937 year following its accrual.

5938  
5939 (3) Vacations:  
5940  
5941 Vacation accrual is on the basis of equivalent full time service as followed.

5942  
5943 (a) Number of Vacation Days  
5944  
5945 The number of vacation days accrued will be determined by length of  
5946 service (as for full time employees) adjusted for leave of absence.

5947  
5948 (b) Number of Hours Per Day of Vacation  
5949  
5950 Compensation for a vacation period for part time employees or employees  
5951 changing from full time status to part time status or vice-versa either in the  
5952 vacation accrual year or the vacation usage year, will be based on the  
5953 following:

5954  
5955 (1) Total hours worked in the accrual year (not to exceed 2080  
5956 hours (eighty (80) hours bi-weekly) divided by 173.3 hours =  
5957 equivalent months of service (rounded to nearest whole number -  
5958 5/10 or above round up, 4/10 or below round down).

5959  
5960 (2) Equivalent months of service x the following accrual  
5961 schedule = the number of equivalent workdays for pay accrual.

5962  
5963

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	1/2 work day	5 workdays
5 years but less than 10 years	1.0 work days	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		

5964  
5965  
5966  
5967  
5968  
5969  
5970  
5971  
5972  
5973  
5974  
5975  
5976  
5977  
5978  
5979  
5980  
5981  
5982  
5983  
5984  
5985

(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:

5986 (1) Basic term life insurance coverage will be no less than equal  
5987 to the basic term life insurance provided to any other part time  
5988 employee within American Airlines.

5989  
5990 (2) Accidental Death and Dismemberment Insurance coverage  
5991 is \$10,000.

5992  
5993 (3) Weekly Income for Accident and Sickness benefits are  
5994 based on the average of straight-time earnings in the last 6 months  
5995 with a maximum benefit of 50% of such average weekly earnings.  
5996 Maximum benefit will be \$100 per week.

5997  
5998 (b) Full time employees who convert to part time status will continue to  
5999 be eligible for all Group Term Life Insurance and Health benefits coverage  
6000 held as a full time employee.

6001  
6002 (j) Overtime (call in contiguous or within one (1) hour of the beginning of a full time  
6003 employee's shift or holdover contiguous or within one (1) hour of the end of a full time  
6004 employee's shift) will first be proffered to full time employees available for work at the  
6005 time the overtime is required. If those full time employees are not available for the  
6006 needed overtime, then the Company may require part time employees to work beyond  
6007 their scheduled hours at straight-time rates up to eight (8) hours in a work day. The  
6008 Company will proffer day-off overtime when day-off overtime is required to full time  
6009 employees before such proffer is made to part time employees. Part time employees  
6010 will be assigned overtime before full time employees are assigned.

6011  
6012 (1) Overtime rates will be paid to part time employees after eight (8)  
6013 consecutive hours in a workday have been worked and at the rates provided in  
6014 this Agreement.

6015  
6016 Part time employees who work in excess of eight (8) hours (excluding lunch) are  
6017 entitled to a minimum of one (1) hour of overtime in the same manner as full time  
6018 employees.

6019  
6020 (2) Day off overtime. Time worked on an employee's regularly scheduled day  
6021 off will be paid as follows:

6022  
6023 (a) If an employee has not worked forty (40) hours during the work  
6024 week, straight-time pay for all hours up to eight (8) hours on an  
6025 employee's day off. Any hours over eight (8) will be paid in accordance  
6026 with Article 6(a) of this Agreement.

6027  
6028 (b) If an employee has worked forty (40) hours during the workweek,  
6029 time and one-half (1.5X) pay for all hours worked on an employee's day  
6030 off, in accordance with Article 6 (b).

6031

6032 If a part time employee works the second or subsequent day off and has worked  
6033 forty (40) hours in the work week in addition to time worked on the first day off, he will  
6034 be paid one and one half times (1.5X) for the hours worked on the second day off. If the  
6035 employee has not worked forty (40) hours in the work week, he will be paid regular time  
6036 until he has completed forty (40) hours including time worked on his first day off. Once  
6037 the employee attains forty (40) hours, he will be paid according to (b) above.  
6038

6039 The provisions of Article 6(b)(5) and Article 25(b) do not apply to part time  
6040 employees.

6041  
6042 (k) Employees who are protected by Article 42 and who accept a part time position  
6043 will be guaranteed only part time employment.  
6044

6045 (l) Full time employees who transfer to part time status, and who are 57 years of  
6046 age or over at the time of transfer, and who have at least five (5) years of credited  
6047 service under the Retirement Benefit Plan will accrue credited service under said Plan  
6048 on a prorated basis and final average salary for Retirement Benefit Plan purposes on a  
6049 non-prorated basis, up to sixty (60) months following their transfer to part time.  
6050

6051 (m) Part time Crew Chief positions will be bid in accordance with Article 12 of this  
6052 Agreement. Part time employees and part time Crew Chiefs will be excluded from the  
6053 ratio computation and ratio provisions of Article 11. Furthermore, a part time Crew  
6054 Chief will only have part time employees assigned to his crew except as provided for in  
6055 Article 43(g) (5).  
6056

6057 (n) Part Time Utilization and Part Time Review Committee  
6058

6059 In connection with part time utilization, the TWU and the Company have agreed  
6060 that full time employees would not be arbitrarily replaced with part time employees. The  
6061 intent of this agreement is to insure that flight schedules, volumes, and good business  
6062 practice dictate the optimal split between full time and part time employees at a location.  
6063

6064 Further, it is agreed to maintain a joint AA-TWU Part Time Review Committee,  
6065 composed of two (2) representatives from each party to review utilization of part time  
6066 staffing. This committee will be a standing committee that meets on a predetermined  
6067 periodic schedule, as well as an ad hoc basis. The committee will have access to the  
6068 information necessary for making determinations as to whether the part time/full time  
6069 mix is and continues to be in accordance with the principles outlined above as well as  
6070 those specific scheduling and staffing provisions outlined in the Agreement. This  
6071 committee will review part time issues brought to its attention, and will take the  
6072 necessary and appropriate action to resolve those issues.  
6073

6074 (o) During the recent negotiations, the TWU expressed a desire to prohibit the  
6075 expansion of part time employees under the Stores Agreement. The Company  
6076 recognizes that it has not utilized part time employees historically. In an effort to resolve  
6077 the matter, the Company does not intend to change its historical application, but at the

6078 same time must protect its contractual right in the event the operation requires its  
6079 application. Therefore, the Company commits to the following:

6080  
6081           During the life of this agreement, if the Company was to add part time positions  
6082 at locations where they do not exist today, the Company will notify and discuss the  
6083 plans with the International TWU prior to the implementation of the part time positions.

6084  
6085 (p)    The attachments on the following pages are agreed to by the parties and are  
6086 incorporated as part of this agreement.

6087

6087 **ATTACHMENT 43.1 - PAYMENT OF OVERTIME ON C/S (CLARIFICATION)**

6088

6089 Re: Payment of Overtime on C/S (Clarification)

6090

6091 A 1996 letter from Mary Fives to field HR Managers described the payment of overtime  
6092 in conjunction with a C/S when a regular work period of eight hours was contiguous with  
6093 the C/S. However, the letter did not address what rate was applicable when the regular  
6094 shift and the C/S are not contiguous. Attached are three Part Time Review panel  
6095 decisions which help us answer this question.

6096

6097 First, case number M-61-92 tells us that the regular shift and the C/S hours were  
6098 contiguous. The decision was to pay overtime for hours worked exceeding the C/S. This  
6099 confirms what is stated in the 1996 Five's letter and is consistent with language in  
6100 Article 6 (a) (1) and Article 6 (j) which state:

6101

6102 Article 6

6103 (a) (1) One and one half times the regular hourly rate for each hour  
6104 worked in excess of eight hours and less than twelve.

6105

6106 (j) If overtime on any workday or work week is due to an authorized exchange of days  
6107 off or shifts by employees (which must be approved in advance by the appropriate  
6108 supervisor), said time shall be compensated for at straight time rates; provided,  
6109 however, any continuous work, exclusive of meal periods, in excess of eight (8) on any  
6110 shift or tour of duty shall be paid at the overtime rates provided in paragraph (a) and (b)  
6111 of this Article.

6112

6113 Case numbers M-254-95 and M-425-94 tell us that if there is a break in service (time off  
6114 between the regular tour of duty and the C/S) straight time rates would apply. This  
6115 break in service interrupts the continuous nature of the work hereby breaking the time  
6116 and one half-pay rate.

6117

6118 Example:

6119 Employee works:

6120

6121 0600 - 1430 Regular tour of duty 8 hours      Straight time rates (1 hour break)

6122 1530 - 1930 C/S work 4 hours      Straight time rates

6123 1930 - 2190 Company extension 2 hours      Straight time rates

6124

6125 Given the complex nature of the C/S Overtime issue, we recommend that, before  
6126 authorizing a change of shift, ample consideration be given to the possibility of an  
6127 extension beyond a C/S and what penalty might be assessed against the Company in  
6128 the form of overtime when that extension occurs.

6129

6129 **ATTACHMENT 43.2 - INTERPRETATION AND APPLICATION OF ARTICLE 43(j)**  
6130

6131 The following procedure demonstrates the correct interpretation and application of the  
6132 43(j) provision and of the M-962-97 Opinion:  
6133

6134 First, identify the beginning and end of the overtime need. Then determine  
6135 the method that will be used to fill the need (Holdover or Call In). If Holdover is  
6136 chosen, begin at step one. If Call in is chosen, begin at step two.  
6137

6138 1. Identify the FT shifts that end within the one-hour window before the overtime  
6139 need. If no FT, go to step 2. If step 2 has already been completed, go to step 3.  
6140

6141 2. Identify the FT shifts that begin within the one-hour window after the overtime  
6142 need. If no FT, go to step 1. If step 1 has already been completed go to step 3.  
6143

6144 3. If there are no FT employees in the window at either end, then look for the PT  
6145 shift nearest the overtime need in either direction (Holdover or Call In, at  
6146 management option). After identifying the PT shift nearest to the overtime need,  
6147 the proposed extension of that PT shift redefines the need. Therefore, the one-  
6148 hour window expands proportionally. Repeat stop one (Holdover) or step two  
6149 (Call in) with the newly defined overtime need and window. Again, management  
6150 has the option of which method to use to fill the overtime. Therefore, if there are  
6151 no FT found in the new window, it is not necessary to move to the subsequent  
6152 step.  
6153

6154 Step 3 Example: Steps one and two were completed and no FT shifts  
6155 were found on either side of the overtime need. The holdover option is  
6156 chosen. The chart above shows the end of the PT shift nearest the  
6157 overtime need is 1300. The overtime need is now redefined to be 1300 to  
6158 1600. The one-hour window expands proportionally. Prior to proffering to  
6159 PT we look for the end of a FT shift within the new one-hour window 1200  
6160 to 1300. If no FT shift ends within the window, you may proffer to PT. As a  
6161 reminder, once you proffer an employee, whether it be hold over or call in,  
6162 you are obligated to continue proffering that option until it has been  
6163 exhausted.  
6164

6165 In summary, In order to ensure you are in compliance with the provisions of  
6166 Article 43(j), before you extend a PT employee, always look back one hour from the end  
6167 of the PT shift you are extending. If a shift ends or begins within this window, you must  
6168 proffer to FT first.  
6169  
6170

6170 **ATTACHMENT 43.3 - MISCELLANEOOUS PART TIME PROVISION APPLICAITONS**

6171  
6172  
6173  
6174  
6175  
6176  
6177  
6178  
6179  
6180  
6181  
6182  
6183  
6184  
6185  
6186  
6187  
6188  
6189  
6190  
6191  
6192  
6193  
6194  
6195  
6196  
6197  
6198  
6199  
6200  
6201  
6202  
6203  
6204  
6205  
6206  
6207  
6208  
6209  
6210  
6211  
6212  
6213  
6214  
6215

AMERICAN AIRLINES, INC.  
P. O. Box 619616  
DFW Airport, Texas 75261

July 15, 2001

James C. Little  
International Vice President/Air Transport Director  
Transport Workers Union of American, AFL-CIO  
1848 Norwood Plaza, Suite 112  
Hurst, TX 76054

Re: Miscellaneous Part Time Provision Applications

Dear Mr. Little:

In the course of the 2001 Maintenance and Related contract negotiations, the parties sought to reduce the number of letters associated with the agreement by incorporating into relevant articles, attaching to relevant articles, modifying, or in some cases, deleting letters that were no longer applicable. In the course of doing this, more than twenty (20) letters pertaining to Article 43 were addressed. Most letters were eliminated, incorporated into the body of the article, or attached to the article; however this letter represents various important aspects of the application of the part time provision that could not be captured elsewhere. The items listed below represent our mutual understanding of the proper application of the aspects represented in each bullet.

A) First Vacation Eligibility (from letter dated 2/3/84):

Q. Must a part time employee have completed six months with the Company before being eligible to take his first vacation?

A. No. An employee is immediately eligible to take any vacation that has been accrued in the previous calendar year, even if he has not yet completed six (6) months.

B) Part time PV pay (from letter 4/5/84):

Q. If a part time employee takes a PV day, how are his hours calculated since the number of vacation hours are not known until the entire calendar year has been worked?

A. For purposes of PV days only, pay the employee the number of hours he was scheduled to work on the day for which the PV day was granted.

C) Eight (8) hour part timers/ Holidays (from letter 10/14/85):

6216  
6217  
6218  
6219  
6220  
6221  
6222  
6223  
6224  
6225  
6226  
6227  
6228  
6229  
6230  
6231  
6232  
6233  
6234  
6235  
6236  
6237  
6238  
6239  
6240  
6241  
6242  
6243  
6244  
6245  
6246  
6247  
6248  
6249  
6250  
6251  
6252  
6253  
6254  
6255  
6256  
6257  
6258  
6259  
6260  
6261

This will confirm our discussions on the provisions of Article 43 (d) (2) of the Labor Agreement effective September 1, 1985 pertaining to part time employees who may be scheduled for up to eight (8) hours on specified days. If any of these days should fall on a holiday and a reduced workforce is needed on these holidays, full time employees will have preference over such part time employees for eight (8) hour shifts on the actual holidays.

D) Part timer CS/ Holiday pay (from letter 12/16/96):

- Q. If two part timers are scheduled to work the holiday and one part timer agrees to work for the other part timer (CS), how is each employee compensated?
- A. All hours worked on a holiday, regardless if part of the employee's shift is the result of a CS, are paid at 1.5x his regular rate of pay. The holiday moves for the other employee who CS'd off to his next scheduled workday.

E) Part time Holidays and Vacations (from letter 11/17/83):

Holidays-for the purposes of canvassing for volunteers, either full time or part time, and notification of those required to work on a holiday will be done on separate lists within the classifications and/or work units. At stations with less than 2,555 annual scheduled departures, the proffer for volunteers to work on a holiday may be combined- full time and part time.

Vacations:

- A. Full time vacation selection and part time vacation selections will be administered as separate lists and vacation relief will be administered on separate schedules except for those stations with fewer than 2,555 annual scheduled departures. Such stations with fewer departures determined as of July 1 considering the prior 12 month period may combine vacation selection and vacation relief schedules. Such combination of vacation relief schedules shall not void the provisions of Article 43 (d).

The following is an alternative proposal that may be elected on a city-by-city basis:

- B. All vacation selections at a station/work unit/department will be posted for selections, full time and part time, as one common vacation list. Vacation relief selections will also be administered on one common vacation relief schedule. The Company will attempt to provide proper numbers of full time and part time vacation relief selections commensurate with scheduled vacations for the bidding period and whenever possible full time employees will relieve full time employees, and part time employees will only relieve part time employees. However, when necessary due to vacation selections not balancing with vacation relief employees (part time to part time, full time to full

6262 time) part time employees bidding and being awarded vacation relief  
6263 selections may be assigned to relieve full time employees.

6264  
6265 F) Cross utilization (from letter 11/17/83):  
6266

6267 Available work in a higher classification which is planned to continue in excess of a four  
6268 (4) week period for the appropriate work unit shall be posted for bid and assigned to the  
6269 most senior available employee bidding, subject to the classification qualifications  
6270 including licenses.

6271  
6272 G) Temporary upgrade (from letter 4/5/84):  
6273

6274 Q. Can a part time employee fill a locally posted temporary upgrade?

6275 A. If there are no full time volunteers, then the senior part time employee  
6276 volunteering is entitled to fill the full time crew chief vacancy on a temporary basis.  
6277 For that temporary period, he would be a full time crew chief eligible to supervise the  
6278 work of full time and part time employees.

6279  
6280  
6281 H) Distribution of part time hours (from letter 2/3/84):  
6282

6283 Q. Does the Agreement require that extended hours for part timers be distributed as  
6284 equitably a practicable in the same manner as overtime?

6285 A. No, although the contract does not require equitable distribution of extended  
6286 hours in the same manner as equitable distribution of overtime, the additional  
6287 benefits that flow from extension of hours requires that we should rotate such  
6288 extension of hours within shift/work units/groups. There may be times when due to  
6289 operational requirements/skills such as rotation of extended hours is not possible.  
6290 These instances, however, should be in the minority.

6291  
6292 These excerpts have attempted to cover most of the areas of question that are not  
6293 otherwise covered in the agreement.

6294  
6295 Very truly yours,  
6296

6297  
6298 James B. Weel  
6299 Managing Director,  
6300 Employee Relations

6301  
6302 Agreed:  
6303 James C. Little  
6304 Director, Air Transport Division

6305 **ARTICLE 44 - MOVING EXPENSES/OPTIONAL SEVERANCE FOR PROTECTED**  
6306 **EMPLOYEES**

6307  
6308 (a) Except in the event a layoff is the result of any reason set forth in Article 42(c), a  
6309 protected employee who is directly affected by a reduction in force will be afforded the  
6310 opportunity to elect one, but only one, of the following options:

6311  
6312 (1) If he changes base stations under the provisions of Article 15, he will be  
6313 afforded moving expenses in accordance with Article 15(d) plus a \$12,500  
6314 (minus appropriate taxes) special moving allowance, provided he establishes and  
6315 the Company verifies permanent residency in his new work location and actually  
6316 relocates his personal possessions and/or household goods as appropriate to  
6317 that new location within one (1) year of notice of reduction in force; (except that  
6318 an employee in a protected status (full or part time) and who as a result of a  
6319 reduction in force, elects to change stations and status(full or part time) when  
6320 that same status was available to him at his original city, will not be entitled to  
6321 this \$12,500 special moving allowance) or

6322  
6323 (2) Accept a \$12,500 (minus appropriate taxes) special severance allowance  
6324 plus severance as outlined in Article 37 thereby terminating entirely his  
6325 employment relationship with the Company, forfeiting all his seniority and  
6326 relinquishing any and all claim for re employment and recall.

6327  
6328 (b) The attachment on the following page is agreed to by the parties and is  
6329 incorporated as part of this agreement.

6330

6330 **ATTACHMENT 44.1 - BID JOB CLARIFICATION**

6331

6332 May 16, 1991

6333 (Revised March 1, 2001)

6334

6335

6336 Mr. Edward R. Koziatek

6337 International Vice President

6338 Transport Workers Union of America, AFL-CIO

6339 1501 North Norwood Drive, Suite 125

6340 Hurst, Texas 76054

6341

6342 Dear Ed:

6343

6344 This will confirm our understanding regarding the provisions of Article 15, 42 and 44 of  
6345 the Labor Agreements covering Mechanics, Stock Clerks, Fleet Service and related  
6346 employees. It is agreed that in the event of a station closing only, employees holding a  
6347 bid who are affected by the resulting reduction in force and who elect to displace the  
6348 junior bid job holder in the same classification will, if they are a protected employee as  
6349 defined by Article 42, be eligible for the provisions of Article 44, \$12,500 special  
6350 allowance.

6351

6352 If the above accurately reflects our understanding, please sign in the space below. As  
6353 always, if circumstances should arise not addressed specifically by the Labor  
6354 Agreement or this Letter of Understanding, we will promptly meet to review such issue.

6355

6356 Sincerely,

6357

6358

6359 S.L. Crosser

6360 Managing Director

6361 Employee Relations

6362

6363

6364 Agreed to this date:

6365

6366 Edward R. Koziatek

6367 **ARTICLE 45 - ONE STATION AGREEMENT**  
6368

6369  
6370 (a) The following nine (9) sets of two (2) or more stations will be treated as one  
6371 station per set:

6372  
6373 (1) Houston Hobby Airport (HOU) and Houston Intercontinental Airport (IAH),  
6374 the combined stations known as 1HO

6375  
6376 (2) John F. Kennedy Airport (JFK), LaGuardia Airport (LGA), Newark Airport  
6377 (EWR), and Islip Airport (ISP), the combined stations known as 1NY.

6378  
6379 (3) Chicago O'Hare Airport (ORD), Chicago Midway Airport (MDW), and  
6380 Milwaukee Airport (MKE), the combined stations known as 1OR.

6381  
6382 (4) Los Angeles Airport (LAX), Burbank Airport (BUR), Santa Ana Airport  
6383 (SNA), Ontario Airport (ONT), and Long Beach (LGB), the combined stations  
6384 known as 1LA.

6385  
6386 (5) San Francisco Airport (SFO), San Jose Airport (SJC), and Oakland Airport  
6387 (OAK), the combined stations known as 1SF.

6388  
6389 (6) Washington Reagan Airport (DCA), Dulles International Airport (IAD), and  
6390 Baltimore Washington International Airport (BWI), the combined stations known  
6391 as 1WA

6392  
6393 (7) Miami International Airport (MIA) and Fort Lauderdale Airport (FLL), the  
6394 combined stations known as 1MI.

6395  
6396 (8) Dallas Fort Worth Airport (DFW), Love Field Airport (DAL) and the  
6397 Corporate office complex buildings of the Flight Academy, Learning Center,  
6398 Centreport Headquarters, and SRO (GSW), the combined stations known as  
6399 1DF.

6400  
6401 (9) Tulsa Maintenance Base (TULE) and Tulsa Airport (TUL), the combined  
6402 stations known as 1TU.

6403  
6404 (b) An employee who is based at any of these One-Station Sets will be:

6405  
6406 (1) Given preference over an employee from a station outside the one station  
6407 set with respect to Bid Job Vacancies, Non-Bid Vacancies, and Reclassifications.

6408  
6409 (2) Deemed to be based at the one station set in the event of:

6410  
6411 (a) A surplus of employees at one station within the one station set  
6412 when vacancies exist at other stations within the one station set.

- 6413  
6414 (b) A reduction in force at one station within the one station set when  
6415 there are no vacancies available at other stations within the one station  
6416 set.  
6417  
6418 (c) A reduction in force at any or all of its stations.  
6419  
6420 (d) A recall of laid-off employees to any or all of its stations.  
6421  
6422 (e) Temporary assignments between stations within the one station  
6423 set.  
6424

6425 (c) BID JOB VACANCIES  
6426

6427 A bid job vacancy will be filled by honoring requests of qualified employees for  
6428 reassignment from one station to another station within the one station set. To be  
6429 considered qualified, the employee must hold, as a result of having been selected as  
6430 successful bidder, a job in the same classification as the vacancy and involving the  
6431 same requirements, including qualifying tests and completion of trial period. The method  
6432 for an employee to let his request be known is the same as outlined in paragraph "D" of  
6433 this article, entitled Non-Bid Job Vacancies.  
6434

6435 Vacancies remaining after such requests have been honored are to be posted for  
6436 bid in accordance with the requirements of the Agreement.  
6437

6438 (d) NON-BID VACANCIES  
6439

6440 When a non-bid vacancy arises within the one station set, requests for lateral  
6441 reassignment between its locations will be honored before transfer requests from  
6442 stations outside of the one station set are considered, and before new employees are  
6443 hired. An employee wishing to be reassigned should file a written request for such  
6444 reassignment with his supervisor. All requests will be valid until the following January  
6445 1<sup>st</sup> and July 1<sup>st</sup>. Each January 1<sup>st</sup> and July 1<sup>st</sup>, a request for reassignment not submitted  
6446 within the preceding thirty (30) calendar days will be voided, and it will be necessary for  
6447 a new request to be submitted. Under this procedure, the Company will not require, as  
6448 a condition of being eligible to request reassignment, that an employee have completed  
6449 six (6) months of service in his current job; provided, that an employee will normally  
6450 (except as set forth in the next sentence) be required to have completed his  
6451 probationary period before being eligible to request such reassignment from one station  
6452 to the other. It is agreed that the Company will recognize an approved (Union and  
6453 Company) six-month waiting requirement waiver, if the Company is anticipating hiring  
6454 off the street at the station or location.  
6455

- 6456 (1) Selection to fill a vacancy will be made on the basis of the most senior  
6457 employee in the same status requesting the reassignment. Upon award, the  
6458 employee will be reassigned within 15 calendar days unless otherwise agreed to

6459 by the employee. Employees on medical restrictions are not eligible for  
6460 reassignment to a vacancy under Article 45(d), unless qualified to perform all  
6461 duties of the vacancy.

6462  
6463 (2) If there are no requests, or an insufficient number of requests to fill all  
6464 vacancies, requests for transfer on file from stations outside the one station set,  
6465 as provided in Article 12(l).

6466  
6467 (e) RECLASSIFICATION  
6468

6469 If an employee is eligible for upgrading from one classification to another, in  
6470 accordance with Article 12(m), this will be done within the one station set prior to  
6471 offering the upgrade opportunity to an employee from a station outside of the one  
6472 station set.

6473  
6474 (f) SURPLUS EMPLOYEES AT ONE STATION, SHORTAGE AT ANOTHER  
6475 STATION WITHIN THE ONE STATION SET  
6476

6477 Where there is a surplus of employees at one station and a corresponding  
6478 shortage of employees at another station within the one station set, the number of  
6479 employees involved will be equalized through reassignment of volunteers, if any.  
6480 Selection of volunteers will be made on the basis of the most senior volunteers. If no  
6481 employee volunteers or an insufficient number volunteer, then the selection will be  
6482 made on the basis of the most junior employee from the surplus at the one station to the  
6483 shortage at the other station.

6484  
6485 (1) If an employee who is the most junior of those who are surplus refuses  
6486 reassignment to the station where there is a shortage, then the employee may  
6487 accept layoff with recall rights to the original station of surplus, blended in  
6488 seniority order with transfers from other stations within the one station set. An  
6489 employee who accepts layoff as described above will not be afforded the  
6490 provisions outlined in paragraph (g) or the provisions of Article 15 of this  
6491 Agreement. The equalization of any employee surplus and/or shortage as  
6492 between the stations of the one station set will precede the honoring of any  
6493 requests for transfer to or reassignment between such stations as provided in  
6494 Article 45(c) and 45(d).

6495  
6496 (2) Any employee who has station protection will not be involuntarily assigned  
6497 to another station unless the employee has voluntarily left the protected station  
6498 thereby forfeiting his station protection.

6499  
6500 (g) REDUCTION IN FORCE  
6501

6502 If there is a surplus of employees at one station but no corresponding vacancy at  
6503 the other stations, there is a surplus within the one station set, and a reduction in force  
6504 becomes necessary to be made as follows:

6505  
6506 (1) Lay off the most junior employee who is surplus within the one station set.

6507  
6508 (2) The employee may accept layoff or exercise his seniority within the one  
6509 station set or in the system, in accordance with the provisions of Article 15 of the  
6510 Agreement.

6511  
6512 It is understood between the parties that in the Crew Chief classification, the  
6513 Crew Chief will have the option of displacing the lowest senior Crew Chief of the one  
6514 station set or to exercise his seniority to displace a non-bid position/vacancy at his  
6515 current station.

6516  
6517 (h) RECALL

6518  
6519 Employees, involuntarily moved from one station to another station within the one  
6520 station set as a result of a reduction in force, will maintain recall rights back to the  
6521 original station. This recall will not be applicable to any bid job that was affected by a  
6522 reduction in force. Vacancies existing after the preceding recalls have been processed  
6523 at any station are considered a vacancy within the one station set, and the recall of a  
6524 laid-off employee (one who left the one station set or separated from the payroll) will be  
6525 to that vacancy and in accordance with Article 16 – Recall.

6526  
6527 (i) EXPENSES

6528  
6529 Where an employee is reassigned from one station to another station within the  
6530 one station set, whether by employee request or by direction of the Company, no  
6531 expenses incurred as a result of that move will be paid by the Company.

6532  
6533 (j) TEMPORARY ASSIGNMENTS BETWEEN STATIONS

6534  
6535 Employees regularly based at one station will not be assigned to work at another  
6536 station within the one station set, except in the event of an emergency.

6537  
6538 (1) When such assignments are made, employees will be regarded as  
6539 working and will be paid their regular hourly rate while traveling from one station  
6540 to another station within the one station set.

6541  
6542 (2) When an employee, regularly assigned to one station, is assigned to duty  
6543 at the other station within the one station set, his transportation costs will be  
6544 reimbursed in accordance with the applicable Company policy.

6545  
6546 (3) All assignments will be offered to the senior employee from the station and  
6547 work unit from which the Company determines the manning will be sent. If there  
6548 are not enough volunteers, the most junior employee will be assigned.

6549  
6550 (k) NEW TWU STAFFED CITIES

6551  
6552           During the course of the negotiations leading to the signing of the current  
6553 agreement, the staffing of certain cities by TWU represented employees was raised by  
6554 the Union.

6555  
6556 As a result of these discussions, it is agreed that periodic meetings between the  
6557 Company and the Union, represented by the International Vice President, Transport  
6558 Workers Union, and the Senior Vice President-Maintenance and Engineering, American  
6559 Airlines, will be held for the purpose of reviewing the long term implications of staffing of  
6560 new cities by TWU represented employees

6561

6561 **ARTICLE 46 - EFFECT ON PRIOR AGREEMENTS**

6562

6563 (a) This Agreement will supersede and take precedence over prior Agreements,  
6564 Letters, and similarly related documents executed between the Company and the Union  
6565 prior to the signing of this Agreement. However, local or station work rules, which were  
6566 previously negotiated and do not conflict with this Agreement will remain in effect. All  
6567 rights and obligations, monetary or otherwise, which may have accrued because of  
6568 services rendered prior to the effective date of this Agreement, will be satisfied or  
6569 discharged.

6570

6571 (b) The attachment on the following page is agreed to by the parties and is  
6572 incorporated as part of this agreement.

6573

6573 **ATTACHMENT 46.1 - LOCAL AGREEMENTS**

6574

6575

AMERICAN AIRLINES, INC.

6576

P.O. BOX 61616

6577

DFW Airport, TX 75261

6578

6579 August 9, 1980

6580

6581 Mr. Ernest M. Mitchell

6582 International Vice President

6583 Director-Air Transport Division

6584 Transport Workers Union of America, AFL-CIO

6585 1980 Broadway

6586 New York, New York 10023

6587

6588 Re: Local Agreements

6589

6590 Dear Mr. Mitchell:

6591

6592 During our negotiations on amendments to the current Basic Agreement, we have  
6593 discussed problems regarding side agreements, practices and exceptions developed at  
6594 local stations over the years.

6595

6596 This will confirm our agreement that, effective as of the date of ratification by TWU  
6597 members of the amendments to the current Basic Agreement, all local side agreements,  
6598 practices, and exceptions, whether written or unwritten, which conflict with the terms  
6599 and conditions of the Basic Agreement (including the appendices, letters and  
6600 memoranda attached thereto), or which are not expressly provided for in such Basic  
6601 Agreement and limit the Company in the exercise of its management rights, shall be null  
6602 and void unless such local agreement, practice, or exception has been approved in  
6603 writing by the International Vice President, Air Transport Division, and the Vice  
6604 President-Employee Relations of the Company, or their designees.

6605

6606 Any dispute as to the interpretation or application of this Agreement will be settled  
6607 by following the grievance procedures specified in the Basic Agreement.

6608

6609 Very truly yours,

6610

6611 C. A. Pasciuto

6612 Vice President

6613 Employee Relations

6614

6615 Agreed to as of the date hereof:

6616 E.M. Mitchell

6617 .

6618 **ARTICLE 47 - DURATION OF AGREEMENT**

6619  
6620 THIS AGREEMENT will become effective as of 1 April 15, 2003 and will continue  
6621 in full force and effect until and including April 30, 2008, and will renew itself until each  
6622 succeeding April 30th thereafter, except that written notice of intended change may be  
6623 served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by  
6624 either party in accordance with Attachment 47.1.

6625 The job security provided for in Article 42 was agreed to in exchange for work  
6626 rule changes. Those work rule changes involved the right to hire part time employees  
6627 as provided in Article 43, the right to cross utilize employees as provided in Article 11,  
6628 the elimination of paid lunches, and the right to hire employees after February 11, 1983  
6629 at pay rates lower and with a longer step progression than for employees hired on or  
6630 before February 11, 1983. So long as the Union does not seek to change any of these  
6631 work rules as described above, Article 42 (Job Security) will remain in full force and  
6632 effect forever.

6633  
6634 The parties acknowledge that during the negotiations which resulted in this  
6635 Agreement each had the unlimited right and opportunity to make demands and  
6636 proposals with respect to any subject or matter not removed by law from the area of  
6637 collective bargaining, and that the understandings and agreements arrived at by the  
6638 parties after the exercise of that right and opportunity are set forth in this Agreement. It  
6639 is agreed by the parties that the other will not be obligated to bargain collectively with  
6640 respect to any subject or matter referred to, or covered in this Agreement, or with  
6641 respect to any subject or matter not specifically referred to or covered in this  
6642 Agreement, even though such subjects or matters may not have been within the  
6643 knowledge or contemplation of either or both of the parties at the time that they  
6644 negotiated or signed this Agreement, without serving written notice as provided for in  
6645 the above paragraph.

6646  
6647 IN WITNESS WHEREOF, the parties have entered this Agreement on the 15th day of  
6648 April, 2003, and have signed this Agreement DOS.

6649 FOR TRANSPORT WORKERS  
6650 UNION OF AMERICA

FOR AMERICAN  
AIRLINES, INC.

6651  
6652 Sonny Hall  
6653 International President  
6654 Transport Workers Union

Jeff Brundage  
Vice President  
Employee Relations

6655  
6656 James C. Little  
6657 International Vice President  
6658 Director, Air Transport Division

James B. Weel  
Managing Director  
Employee Relations

6659  
6660  
6661  
6662 Gary Yingst  
6663 International Vice President

Mary Tinsman  
Managing Principal

6664 AA System Coordinator

6665

6666

6667 John M. Conley

6668 International Vice President

6669

6670

6671 WITNESSES:

6672

6673

6674

6675 Ted Endsley Jr.

6676 Steve Gukelberger

6677 John Lucas

6678 Robert Strebeck

6679 David Tellefson

6680 Kevin Thompson

6681

6682

6683

6684

Employee Relations

WITNESSES:

Chris Alexander

Paul Cody

Paul Creider

6684 **ATTACHMENT 47.1 – INCENTIVE**

6685  
6686  
6687  
6688  
6689  
6690  
6691  
6692  
6693  
6694  
6695  
6696  
6697  
6698  
6699  
6700  
6701  
6702  
6703  
6704  
6705  
6706  
6707  
6708  
6709  
6710  
6711  
6712  
6713  
6714  
6715  
6716  
6717  
6718  
6719  
6720  
6721  
6722  
6723  
6724  
6725  
6726  
6727  
6728

Mr. James C. Little  
Director Air Transport Division  
International Administrative Vice President  
Transport Workers Union of America, AFL-CIO  
1791 Hurstview Drive  
Hurst, TX 76054

Dear Jim,

Whereas, American Airlines, Inc. (“American” or “Company”) and the Transport Workers Union of America, AFL-CIO (“TWU”) have agreed to resolve all disputes which exist or could exist between them related to the negotiation, ratification, and final effectiveness of the Restructuring Agreement, dated April 15, 2003 ("Restructuring Agreement"), and

Whereas, American and the TWU (the "Parties") have each agreed that it is in their mutual interest to permit the Restructuring Agreement to become binding and effective.

Now therefore, it is this 24th day of April 2003, hereby agreed that the following shall supplement, and, to the extent inconsistent, modify the Restructuring Agreement

A. Duration of the Agreement. Contingent on approval of this Letter of Agreement by the AMR Board of Directors and the TWU and without further ratification, the Restructuring Agreement will be effective beginning April 15, 2003, and shall remain in effect for a period of five (5) years and become amendable April 30, 2008.

B. Early Reopener. Either the American or the TWU may elect to reopen the Restructuring Agreement by the service of notices pursuant to 45 USC Sec. 156, on or after April 30, 2006.

C. Special Procedure for Change.

1. For a period not to exceed thirty (30) days beginning on written notice by the TWU no later than May 15, 2003, the Parties will meet and discuss the deletion or modification of a single item in the Restructuring Agreements, (the "Original Provision"), such as, the change to Article 34(d) of the Mechanic and related agreement regarding payment of Sick Leave for the first 16 hours at 50% and the substitution of one or more alternative items (the "Offset Modification(s)") such that the net economic result of the deletion or modification and substitution provides cost savings to the Company equal to the cost savings originally projected by the Company for the Original Provision (i.e. \$7.0 million per year).

- 6729 2. If the parties cannot reach agreement during the thirty (30) day period on the Offset  
6730 Modification(s) having the appropriate aggregate value described in C.1., above,  
6731 they will select a neutral arbitrator in accordance with the System Board procedure  
6732 in the Restructuring Agreement. Said arbitrator must be available to hear the matter  
6733 with seven (7) days of selection and shall issue a decision within 21 days of  
6734 selection.  
6735
- 6736 3. The arbitrator shall conduct a hearing of no more than one day in duration.  
6737 American and the TWU will each have a maximum of one-half day for its  
6738 presentation, with appropriate procedural rules to be set by the arbitrator.  
6739
- 6740 4. At the hearing, the TWU will identify one or more Offset Modification(s), the  
6741 aggregate value of which must achieve the result described in C.1., above. For  
6742 example, if the proposed modification to the Original Provision has a cost of \$7  
6743 million and the arbitrator values the Offset Modification(s) at \$6 million, the Union  
6744 must identify some additional Offset Modification(s) with a value of \$1 million.  
6745
- 6746 5. The Parties' original valuation of the Restructuring Agreement will determine the  
6747 value of the Original Provision. The arbitrator will determine the value of the all  
6748 changes to less than all of the Original Provision, as well as the value of all Offset  
6749 Modification(s). If the arbitrator determines that the value of the Offset  
6750 Modification(s) is less in aggregate value to the Company than the cost of the  
6751 modifications or deletions to the Original Provision, unless the TWU selects some  
6752 additional Offset Modification(s) which achieves the result described in C.1., above,  
6753 the arbitrator will further modify the Original Provision so that the changes to the  
6754 Original Provision compared to the aggregate value of the Offset Modifications(s)  
6755 achieves the result described in C.1., above.  
6756
- 6757 6. The decision of the arbitrator will be final and binding on the TWU and the Company.  
6758

6759 D. Annual Incentive Program.  
6760

6761 The Company will establish an Annual Incentive Program  
6762 ("Program"), as set forth in Attachment A, that shall substitute for and  
6763 replace the Variable Wage Adjustment Program included in the Restructuring  
6764 Agreement.  
6765

6766 E. Authority and Effective Date.  
6767

6768 Execution of this Letter of Agreement shall constitute a representation by each party  
6769 that the terms of this Letter of Agreement and of the Restructuring Agreement have  
6770 been approved. This Letter of Agreement will become final upon execution on this 24th  
6771 day of April 2003.  
6772

6773  
6774 For the Transport Workers Union of America, AFL-CIO:

6775  
6776  
6777  
6778 James C. Little  
6779 Director Air Transport Division  
6780 International Administrative Vice President  
6781  
6782 For American Airlines, Inc.:  
6783  
6784 James B. Weel  
6785 Managing Director  
6786 Employee Relations

6787 **LETTERS OF MEMORANDUM**

6788

6789 **LETTER OF MEMORANDUM - 1 - OVERTIME ASSIGNMENTS**

6790

6791 Re: Overtime Assignments

6792

6793 During the negotiations which led to the signing of the Agreements between the parties  
6794 effective September 16, 1956, considerable discussion took place regarding  
6795 administrative and procedural application of the rules governing overtime assignments  
6796 under Articles 6(d) of said Agreements.

6797

6798 It is recognized that in selecting and assigning employees to overtime, strict equity  
6799 cannot be maintained on a daily or individual assignment basis. Therefore, in the  
6800 assignment of overtime, the Company will initially go to the employees relatively lowest  
6801 on overtime, i.e., the lowest within a sixteen-hour spread. The Company may offer the  
6802 overtime to employees actually on duty, on day off, or by recall, at its option.

6803

6804 The parties will make an effort to apply these procedures in the application of Articles  
6805 6(d). The parties further agree that upon the request of either party they shall review the  
6806 overtime distribution practices about six (6) months from the date hereof. If changes are  
6807 suggested or desired, the parties will discuss same and incorporate any changes as an  
6808 amendment to this Memorandum, if by mutual agreement.

6809

6810

6811 Dated: September 15, 1956

6812

6812  
6813 **LETTER OF MEMORANDUM - 2 - OPPORTUNITY FOR DISCUSSION OF STORES**  
6814 **MATTERS**

6815  
6816 AMERICAN AIRLINES, INC.  
6817 633 Third Avenue  
6818 New York, New York 10017

6819  
6820  
6821 September 29, 1966

6822  
6823  
6824  
6825 Mr. James F. Horst  
6826 International Executive Vice President  
6827 Transport Workers Union of America, AFL-CIO  
6828 1980 Broadway  
6829 New York, New York 10023

6830  
6831 Re: Opportunity for Discussion of Stores Matters

6832  
6833 Dear Mr. Horst:

6834  
6835 This is to reflect assurances given to you during recent negotiations with reference to  
6836 Stores personnel.

6837  
6838 Representatives of the Stores group, at each location where Stores personnel are  
6839 based, will have the opportunity, upon request, of discussing problems peculiar to the  
6840 Stores function with the appropriate members of management at their location.

6841  
6842 Sincerely yours,

6843  
6844 A. Di Pasquale  
6845 Asst. Vice President  
6846 Employee Relations

6847

6847 **LETTER OF MEMORANDUM - 3 - STOCK CLERKS ASSIGNED TO LOAD CENTER**  
6848 **AND TO STOCK CHASING AT TULE**

6849  
6850 AMERICAN AIRLINES, INC.  
6851 633 Third Avenue  
6852 New York, New York 10017

September 29, 1966

6853  
6854 Mr. James F. Horst  
6855 International Executive Vice President  
6856 Transport Workers Union of America, AFL-CIO  
6857 1980 Broadway  
6858 New York, New York 10023

6859  
6860 Re: Stock Clerks Assigned to Load Center and to Stock Chasing at TULE

6861  
6862 Dear Mr. Horst:

6863  
6864 During the discussions between the parties which resulted in a new Stores  
6865 Agreement effective this date, the Union committee asked questions concerning:

- 6866
- 6867 1. The working relationship of Stock Clerks assigned to Load Centers and  
6868 Load Center Planners at TULE;
  - 6869
  - 6870 2. The role of Stock Clerks assigned to stock chasing for production shops at  
6871 TULE.

6872  
6873 Our answers to these questions are as follows:

6874

- 6875 1. At TULE, Stock Clerks are assigned to Load Centers for the purpose of:  
6876 physically handling and storing repairable parts in the load centers; the maintenance of  
6877 a record of audited material in the shop; and performing related routine record keeping  
6878 as assigned. A Load Center Planner's working relationship to a Load Center Stock  
6879 Clerk is that of a Foreman to other organized employees. The parties agree and  
6880 understand that the meaning and intent of the preceding sentence is to continue the  
6881 present practices with reference to the subject matter thereof. The Work Planner will  
6882 only perform duties in the Load Center necessary to his work planning function.

6883

- 6884 2. At TULE, when it is determined by the Company that the activity of  
6885 obtaining shop material requirements from stockrooms or other shops and delivery of  
6886 such material to a designated shop area justifies the full-time assignment of an  
6887 employee, such employee shall be a Stock Clerk. Also, in such shop areas where by  
6888 custom and practice, or agreement, a stock clerk prepares Material Requisitions, these  
6889 requisitions will not be prepared by the Shop Foreman.

6890  
6891 At your request, we would be pleased to review and discuss with you our procedures at  
6892 TULE concerning the preparation of Material Requisitions in the various shop areas.

6893

6894 Very truly yours,

6895

6896 A. Di Pasquale

6897 Asst. Vice President Employee Relations

6898 Accepted:

6899 James F. Horst International Executive Vice President

6900 Transport Workers Union of America, AFL-CIO

6901 Dated: September 30, 1966

6902

6902 **LETTER OF MEMORANDUM - 4 - USE OF SICK LEAVE BENEFIT**

6903

6904 REVISED MARCH 1, 2001

6905

6906 RE: Use of Sick Leave Benefit

6907 AMERICAN AIRLINES, INC.

6908 AND

6909 TRANSPORT WORKERS UNION OF AMERICA,

6910 AFL-CIO

6911

6912 This Memorandum expresses the understanding of the parties as to the application of a  
6913 provision in the Maintenance and Stores Agreements, Article 27(b), all effective May 11,  
6914 1971, as follows:

6915

6916 "The Company acknowledges the right of an employee to use his sick leave benefit for  
6917 the purpose intended in this Agreement as set forth in Article 34. Accordingly, no  
6918 employee will be disciplined for the use of his sick leave benefit for such purpose."

6919

6920 By this provision, the Company pledged that no employee under the Maintenance,  
6921 Stores and Communications Agreements will be disciplined for the use of his sick leave  
6922 for the intended purpose.

6923

6924 The intended purpose of the sick leave benefit is to protect the earnings of the  
6925 employee during necessary absence from work due to illness or injury; to aid the  
6926 employee in meeting bills when sickness or injury have temporarily taken away the  
6927 ability to work.

6928

6929 In August, 1969, the Company published and distributed a booklet entitled, "Attendance  
6930 Control Guidelines and the Sick Leave Benefit". Company supervisors and Union  
6931 officials received a copy. The Union acknowledges that the statements in this booklet do  
6932 not conflict with the rights of employees under the Maintenance, Stores, and  
6933 Communications Agreements.

6934

6935 Accordingly, it is agreed that:

6936

6937 I. The Company will take the following actions before issuing a disciplinary notice for  
6938 unsatisfactory attendance to an employee with a sick leave balance when such  
6939 disciplinary notice considers occasions of absence involving sick leave:

6940

6941 a) Full discussion with the employee concerning his attendance record.

6942

6943 b) If abuse of the sick leave policy referred to in the Sick Leave Article is  
6944 suspected, the employee will be so advised of the reasons for suspected abuse; in  
6945 writing if he so requests.

6946 c) Requiring the employee to provide a doctor's slip stating he was treated for  
6947 an illness or injury for sick leave eligibility subject to the provisions of the Sick Leave  
6948 Article.

6949  
6950 2. A disciplinary notice issued subject to the conditions and actions herein shall  
6951 include the charge of suspected abuse of sick leave in connection with absence.

6952  
6953 This Memorandum shall not apply to any incident where an employee is charged with  
6954 the fraudulent abuse of the sick leave benefit.

6955  
6956 IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of  
6957 Understanding this 11th day of May 1971.

6958  
6959  
6960 FOR AMERICAN AIRLINES, INC.

6961  
6962 C.A. PASCIO  
6963 Vice President  
6964 Employee Relations

6965  
6966  
6967  
6968 FOR TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

6969  
6970  
6971 James F. Horst  
6972 International Executive  
6973 Vice President  
6974

6974  
6975 **LETTER OF MEMORANDUM - 5 - STOCK CLERK IN SIMULATOR PARTS ROOM -**  
6976 **GSWFA**

6977  
6978 AMERICAN AIRLLINES, INC.  
6979 633 Third Avenue  
6980 New York, New York 10017

6981  
6982  
6983 February 18, 1978

6984  
6985  
6986 Mr. Ernest M. Mitchell  
6987 Director-Air Transport Division  
6988 Transport Workers Union, AFL-CIO  
6989 1980 Broadway  
6990 New York, New York 10023

6991  
6992 Re: Stock Clerk in Simulator Parts Room - GSWFA

6993  
6994 Dear Mr. Mitchell:

6995  
6996 This will confirm my assurance given during the discussions  
6997 leading to the current Stores Agreement that the Company will, as  
6998 soon as practical, following ratification of this Agreement, assign an  
6999 employee(s) under the labor agreement to perform the Stock Clerk  
7000 duties presently performed by an employee(s) of a subcontractor in  
7001 the Flight Simulator Parts Room at the Flight Academy.

7002  
7003  
7004 Very truly yours,

7005  
7006 Charles A. Pasciuto  
7007 Vice President  
7008 Employee Relations

7009  
7010 Agreed:

7011  
7012 Ernest M. Mitchell  
7013 Dated: February 18, 1978

7014

7014  
7015 **LETTER OF MEMORANDUM - 6 - COPE DEDUCTIONS**

7016  
7017 AMERICAN AIRLINES, INC.  
7018 P.O. BOX 61616  
7019 DFW Airport, TX 75261

7020  
7021  
7022 August 9, 1980

7023  
7024  
7025  
7026 Mr. Ernest M. Mitchell  
7027 International Vice President  
7028 Director-Air Transport Division  
7029 Transport Workers Union of America, AFL-CIO  
7030 1980 Broadway  
7031 New York, New York 10023

7032  
7033 Re: COPE Deductions

7034  
7035 Dear Mr. Mitchell:

7036  
7037 Effective thirty (30) days after ratification of the Agreement dated August 9, 1980 and  
7038 during the life of that Agreement, the Company agrees to deduct contributions to a  
7039 Union Fund known as the "Committee on Political Education" (COPE) from the pay of  
7040 those employees under this Agreement who are Union members and who may  
7041 voluntarily execute a form to authorize such deductions prepared and furnished by the  
7042 Union. The content of such form shall be agreed upon between the Company and the  
7043 Union, and the authorization for and remittance to the Union of such deductions shall be  
7044 in conformance with all applicable laws.

7045  
7046 Very truly yours,

7047  
7048 Charles A. Pasciuto  
7049 Vice President  
7050 Employee Relations

7051  
7052 TRANSPORT WORKERS UNION OF AMERICA  
7053 1980 Broadway  
7054 New York, New York 10023

7055

7055 **LETTER OF MEMORANDUM - 7 - ILLEGAL JOB ACTIONS**

7056

7057 August 9, 1980

7058 REVISED MARCH 1, 2001

7059

7060 Mr. C. A. Pasciuto

7061 Vice President Employee Relations

7062 P.O. Box 61616

7063 Dallas/Fort Worth Airport, TX 75261

7064

7065 Re: Illegal Job Actions

7066

7067 Dear Mr. Pasciuto:

7068

7069 During our negotiation on amendments to the current basic agreements, we have  
7070 discussed problems regarding the unfortunate trend of increased illegal work stoppages  
7071 and slowdowns occurring during the course of our agreements. Both parties have  
7072 expressed their desire to correct this situation.

7073

7074 The Union recognizes its obligation to prevent any sit-down, walkout or stoppage, strike,  
7075 slowdown or curtailment of work for any reason during the life of these agreements and  
7076 pledge their wholehearted cooperation to the Company to prevent any of the above  
7077 from occurring.

7078

7079 In addition, it is agreed that, in the future, for any letters of discipline which are properly  
7080 assessed in the event of an occurrence of any of the above, the provisions of Article  
7081 29(d), or related articles, will not apply.

7082

7083 Very truly yours,

7084

7085 E. M. Mitchell

H. J. Leonard

7086 Intl. Vice President Intl. Vice President

7087 Director – ATD

Assistant Director-ATD

7088

7089 Patrick J. McGahan, James F. Jackson,

7090 Local 501 Local 513

7091

7092 Howard W. Blaydes, Ed Wilson,

7093 Local 502 Local 514

7094

7095 William Rossi, Frank Palumbo,

7096 Local 505 Local 519

7097

7098 John D. Fortune, William Casper,

7099 Local 507 Local 521

7100

7101 Richard Dawson, Celeste P. Conroy,  
7102 Local 510 Local 527  
7103  
7104 Patrick Collins, E. F. Downey,  
7105 Local 512 Local 540  
7106 AGREED TO: C.A. Pasciuto  
7107

7107 **LETTER OF MEMORANDUM - 8 - NEW HIRE CONSIDERATION BETWEEN**  
7108 **AGREEMENTS**

7109

7110

7111 AMERICAN AIRLINES, INC.

7112 P. O. BOX 619616

7113 DFW Airport, Texas 75261-9616

7114

7115 August 15, 1995

7116

7117 Mr. Edward R. Koziatek

7118 Director, Air Transport Division

7119 AA System Coordinator

7120 Transport Workers Union of America, AFL-CIO

7121 1848 Norwood Plaza, Suite 112

7122 Hurst, Texas 76054

7123

7124 Re: New Hire Consideration Between Agreements

7125

7126 Dear Mr. Koziatek:

7127

7128 This will confirm our understanding reached during negotiations, that qualified  
7129 employees under the Flight Simulator and Instructor Agreements with a valid transfer  
7130 request on file will be considered for new hire vacancies in the Fleet Service,  
7131 Maintenance, and Stores Agreements. The same understanding shall apply in reverse,  
7132 i.e. a qualified employee covered by the Fleet Service, Maintenance or Stores  
7133 Agreements with a valid transfer request on file will be considered for new hire  
7134 vacancies in the Technician or Instructor Agreements.

7135

7136 Very truly yours,

7137

7138 Jane G. Allen

7139 Vice President

7140 Employee Relations

7141

7142 Agreed this date:

7143 Edward R. Koziatek

7144

7144 **LETTER OF MEMORANDUM - 9 - AUTOMATED BID/TRANSFER**

7145

7146 AMERICAN AIRLINES, INC.

7147 P. O. Box 619616

7148 DFW Airport, Texas 75261-9616

7149

7150 August 15, 1995

7151

7152

7153 Mr. Edward A. Koziatek

7154 Director, Air Transport Division

7155 AA System Coordinator

7156 Transport Workers Union of America

7157 1848 Norwood Plaza, Suite 112

7158 Hurst, Texas 76054

7159

7160 Re: Automated Bid/Transfer

7161

7162 Dear Mr. Koziatek:

7163

7164 During the discussions which led to the agreement of August 15, 1995, the Company  
7165 and the TWU agreed to establish an Automated Bid/Transfer System.

7166

7167 A joint committee will be established to design the functionality of the system so that it  
7168 complies with the contractual rules and procedures, while improving the process and  
7169 timeliness of awards and notification to the employee, the TWU, and the locations  
7170 involved.

7171

7172 Very truly yours,

7173

7174

7175 Jane G. Allen

7176 Vice President

7177 Employee Relations

7178

7178  
7179 **LETTER OF MEMORANDUM - 10 – AFW, TUL AND MCI CHRISTMAS BASE**  
7180 **CLOSING**

7181  
7182 AMERICAN AIRLINES, INC.  
7183 P. O. Box 619616  
7184 DFW Airport, Texas 75261-9616

7185  
7186  
7187 March 1, 2001

7188  
7189  
7190  
7191 Mr. James C. Little  
7192 Vice President  
7193 Director, Air Transport Division  
7194 Transport Workers Union of America, AFL-CIO  
7195 1848 Norwood Plaza, Suite 112  
7196 Hurst, Texas 76054

7197  
7198 Re: TUL, AFW and MCI Christmas Base Closing

7199  
7200 Dear Mr. Little:

7201  
7202 This will confirm our agreement that the TUL, AFW and MCI maintenance bases will be  
7203 closed for one (1) week during the Christmas holiday period, requiring all employees to  
7204 take vacation. (Except the Central Utility Plant, Coffee Maker/Oven Shop, Slide Shop  
7205 and the Battery shop at AFW and Central Utility in Tulsa.)

7206  
7207 Administrative details will be determined by mutual agreement. The actual weeks of  
7208 closure will be determined by mutual agreement, or in the event the parties cannot  
7209 agree, will be as follows for the term of this agreement:

7210  
7211 2001 12/24/01 to 12/31/01 (includes Christmas Holiday off)  
7212 2002 12/24/02 to 12/31/02 (includes Christmas Holiday off)  
7213 2003 12/24/03 to 12/31/03 (includes Christmas Holiday off)  
7214 2004 12/24/04to 12/31/04 (includes Christmas Holiday off)

7215  
7216 Due to operational requirements, employees may work during the Christmas Base  
7217 closure

7218 Period under the following procedures:

7219  
7220 Prior to the start of vacation selection, the Company will identify the areas and the  
7221 manning requirements needed for the following years-Base Closure period. The  
7222 employees will be allowed to sign a volunteer sign-up sheet showing his desire to work  
7223 during the following year's Base Closure Period.

7224  
7225  
7226  
7227  
7228  
7229  
7230  
7231  
7232  
7233  
7234  
7235  
7236  
7237  
7238  
7239  
7240  
7241  
7242  
7243  
7244  
7245  
7246  
7247  
7248  
7249  
7250  
7251  
7252  
7253  
7254  
7255  
7256  
7257  
7258  
7259  
7260  
7261  
7262  
7263  
7264  
7265  
7266  
7267  
7268

a. Volunteer assignments will be awarded by occupational seniority and notified of their ability to work, by posting, no later than seven (7) calendar days prior to the start of the normal vacation selection.

b. Employees in those shops, docks, or work units identified for the base closure may volunteer to work, for option blocks available by seniority if operationally required, up to the number of employees needed within each shop, dock, or work unit.

c. Volunteers who are selected will be required to report for duty during the Period of Base Closure and, accordingly, will be guaranteed work or compensation in lieu of work, if work is not assigned.

1. An employee volunteering to work and then subsequently transferring to another shop/dock/work area will be allowed to volunteer in his new area if his seniority will allow, or the employee will be allowed to fulfill his obligation to work in the shop/dock/work area where he had previously volunteered.

2. Employees volunteering to work are volunteering to work any shift. Every attempt will be made to assign volunteers to work their normally scheduled shift; however, due to operational requirements, employees may be reassigned to other shifts by inverse seniority only.

3. Employees scheduled for vacation or FLEX vacation during the base closure period may volunteer to work and be compensated in accordance with Article 8 and applicable IRS laws. Employees who have selected either P.V. or P.O.H. may also volunteer to work; however, an employee who had selected P.V. and voluntarily working will not be charged with a P.V. and will not have the option of being paid for a vacation period, but will retain the vacation period for use in the following year.

Note: Current IRS guidelines do not allow for deferring Flex Vacation into the following year, regardless of what week your Flex vacation was scheduled.

4. All provisions of the current AA/TWU labor agreement will apply.

d. If additional employee's are needed to work base closure, the following will apply:

1. Employees in those shops, docks, or work units identified for the base closure may volunteer to work, if operationally required, up to the number of employees needed within each shop, dock, or work unit. If

7269 option blocks were offered prior to previous vacation selection a year in  
7270 advance, the same offer must be maintained.

7271  
7272 2. If an employee volunteered during the previous vacation  
7273 selection a year in advance, he will be allowed to work additional days if  
7274 available.

7275  
7276 3. Volunteer lists will be posted and awarded in each shop, dock, or  
7277 work unit thirty (30) days prior to the start of the base closure period.

7278  
7279 4. Volunteers will be selected by Occupational Seniority to work  
7280 within their own respective shop, dock, or work unit. Every attempt will be  
7281 made to assign volunteers to work in their regularly assigned work area;  
7282 however, due to operational requirements, volunteers may be reassigned  
7283 to other work areas by inverse seniority only.

7284  
7285 e. In the event of insufficient volunteers:  
7286  
7287 Employees with scheduled vacation, FLEX vacation, P.V., or P.O.H. and  
7288 not volunteering will not be required to work.

7289  
7290 On the Aircraft docks only, if additional volunteers are needed, they will be  
7291 selected from within the appropriate product line (e.g. Business Units in Tulsa  
7292 AO, 777, 767, 757, 737, MD80, etc...). In the event of insufficient volunteers, no  
7293 employee will be required to work.

7294  
7295 Employees not able to select vacation, Flex vacation, P.V., or P.O.H. will be  
7296 allowed to work.

7297  
7298 f. A separate volunteer list will be maintained and posted for each  
7299 classification (e.g. Crew Chief, Inspector, Aviation Maintenance Technician, Plant  
7300 Maintenance Mechanic, Overhaul Support Mechanic, etc...). Crew Chiefs may  
7301 volunteer to work as a Crew Chief and may volunteer to work in their non-bid  
7302 classification. Assignments will be made in accordance with the above  
7303 procedures and Crew Chiefs volunteering to work in their non-bid classification  
7304 will be allowed to work within each shop, dock, or work unit by operational  
7305 seniority.

7306  
7307 g. Unless otherwise noted, the holiday will be observed on the first  
7308 day following the employee's vacation or days off in accordance with Article 7.

7309  
7310 h. Overtime work required on the days off either preceding or  
7311 following the base closure/vacation week (unless otherwise noted)  
7312 will be solicited in accordance with the local overtime administrative  
7313 guidelines within each shop, dock, or work unit.

7314

7315  
7316  
7317  
7318  
7319  
7320

- i. Holiday work required on the designated Holiday Off (unless otherwise noted) will be solicited in accordance with the local holiday administrative guidelines within each shop, dock, or work unit, provided that no employee will be required to work the holiday or days off preceding the base closure period.

7320 Letters of Memorandum 11– HDQ Stock Clerks, ORD Facilities/Automotive Stock  
7321 Clerks

7322

7323 March 31, 2003

7324

7325 Mr. James C. Little

7326 International Administrative Vice President

7327 Director Air Transport Division

7328 Transport Workers Union of America, AFL–CIO

7329 1791 Hurstview Drive

7330 Hurst, Texas 76054

7331

7332

**HDQ Stock Clerks**  
**ORD Facilities/Automotive Stock Clerks**

7333

7334

7335 Dear Jim,

7336

7337 This will confirm our understanding reached during the recent negotiations regarding the  
7338 relocation of the Stores headcount at HDQ and ORD Facilities and Automotive.

7339

7340 Currently, at DFW there are six (6) Stock clerks located at the HDQ complex who are  
7341 responsible for delivering mail, packages and other items deemed necessary for the  
7342 operations of those buildings. As a result of these negotiations, these six (6) Stock  
7343 clerks will be handled in accordance with Article 46 – One Station Agreements, effective  
7344 upon ratification of this agreement and those responsibilities will be contracted out by  
7345 the Company.

7346

7347 Additionally, during the March 01, 2001 negotiations, four (4) Stock clerks were  
7348 relocated from the GEM building in ORD to the Facilities/Automotive operation at the  
7349 terminal to remain there until February 29, 2004. As a result of these negotiations,  
7350 those four (4) Stock clerks will be immediately reassigned to the ORD M & E stockroom  
7351 effective upon ratification of this agreement.

7352

7353 Nothing in the agreements will prevent a layoff from occurring as a result of the  
7354 movement of the above identified employees. Any administrative procedures not  
7355 addressed above will be handled on a local basis.

7356

7357 If the above accurately reflects your understanding, please indicate by signing below.

7358

7359

7360

7361 Sincerely,

7362

7363

7364

7365

7366 James B. Weel  
7367 Managing Director  
7368 Employee Relations

7369  
7370 Agreed to:

7371

7372

7373

7374 James C. Little  
7375 International Administrative Vice President  
7376 Director Air Transport Division  
7377 Transport Workers Union of America, AFL-CIO

7378

7379

7380

7381

7382

7382 Letters of Memorandum 12 – Contract Modifications Review Panel

7383

7384 March 31, 2003

7385

7386 Mr. James C. Little

7387 International Administrative Vice President

7388 Director Air Transport Division

7389 Transport Workers Union of America, AFL–CIO

7390 1791 Hurstview Dr.

7391 Hurst, Texas 76054

7392

7393 **Contract Modifications Review Panel**

7394

7395 Dear Jim,

7396

7397 This will confirm our understanding reached during the negotiations leading up to the  
7398 agreement signed on (DOS), 2003.

7399

7400 Due to the unusual nature of the numerous modifications the parties have agreed to  
7401 establish a Contract Modifications Review Panel to discuss and resolve issues  
7402 pertaining to these changes in an expeditious manner.

7403

7404 The TWU International or a Local Union President may, within seven (7) calendar days  
7405 of the date on which he became aware of the disputed matter, appeal to a review panel  
7406 composed of the Director of the Air Transport Division and the Vice President,  
7407 Employee Relations, or their designees, any dispute regarding the proper application or  
7408 interpretation of the contractual modifications resulting in the agreement dated April 15,  
7409 2003.

7410

7411 The committee will review issues brought to it's attention, and will take the necessary  
7412 and appropriate action to resolve those issues. Decisions from the review panel will be  
7413 final and binding on both parties.

7414

7415 The panel is not intended to replace nor circumvent the current grievance procedures  
7416 as outlined in Article 31 & 32 of the AA/TWU agreements.

7417

7418 Sincerely,

7419

7420

7421 James B. Weel

7422 Managing Director

7423 Employee Relations

7424

7425 Agreed to this date:

7426

7427

7428 James C. Little  
7429 International Administrative Vice President  
7430 Director Air Transport Division  
7431 Transport Workers Union of America, AFL-CIO  
7432  
7433  
7434  
7435

7435 Letters of Memorandum 13 – Summary of the 2003 Contract Changes

7436

7437 March 31, 2003

7438

7439 Mr. James C. Little

7440 International Administrative Vice President

7441 Director Air Transport Division

7442 Transport Workers Union of America, AFL–CIO

7443 1791 Hurstview Dr.

7444 Hurst, Texas 76054

7445

7446 **Summary of the 2003 Contract Changes**

7447

7448 Dear Jim,

7449 This will confirm our understanding reached during the negotiations leading up to the  
7450 agreement signed on **(DOS)**, 2003. During these negotiations, we discussed many

7451 changes intended to achieve sustained long-term financial relief from the current  
7452 provisions of the TWU labor agreements. This letter is intended to recap the majority of

7453 the agreed upon changes. Changes are listed by Title groups: I (Mechanics and

7454 Related), II (Facilities, Automotive, Cabin Cleaners, Utility and Building Cleaners), III

7455 (Fleet Service), IV (Fuelers), V (Stock Clerks), T/S (Technical Specials), Disp

7456 (Dispatch), Metro (Meteorologists), Sim Techs (Simulator Technicians) and Instrs

7457 (Ground School and Pilot Instructors).

7458

7459 **Pay Related:**

7460 **Effective May 1, 2003:**

- 7461 ▪ Base wage pay reduction, varying percentages (all groups)
- 7462 ▪ Elimination of all longevity pay(I & II)
- 7463 ▪ Modified longevity pay, start after 17 years, current rates (III, IV, V, T/S)
- 7464 ▪ Reduced Sim Tech Coordinator premium by \$.75/hour
- 7465 ▪ Reduced Sim Tech Skill pay to \$.10/hour
- 7466 ▪ Reduced Pilot Simulator Instructors premium to \$10.00/month
- 7467 ▪ Reduced Ground School/Pilot Simulator Instructors standardization
- 7468 coordinator pay to \$150.00/month
- 7469 ▪ Reduced Pilot/Simulator Instructors work unit experience premium
- 7470 ▪ Modified shift differential to \$.01, \$.02, \$.03 (I, II, III, IV, V, T/S, Sim Techs)
- 7471 ▪ Elimination of weekend differential (I, II, V, at AFW, TUL, MCI)
- 7472 ▪ Elimination of midnight skill retention premium (Sim Techs)
- 7473 ▪ Training pay at straight time for off shift and day off (I, II)
- 7474 ▪ Elimination of penalty lunch payment (I, II, III, IV, V)
- 7475 ▪ Elimination of OT meal allowance (I, II, III, IV, V, T/S)
- 7476 ▪ Penalty hours pay for actual time worked @ 1.5x (I, II, III, IV, V, T/S)
- 7477 ▪ Reduce OT rate from 2x to 1.5x (I, II, III, IV, V)
- 7478 ▪ Work 40 hrs to reach OT rate for day off overtime (III, V)
- 7479 ▪ Elimination of debrief pay (T/S)
- 7480 ▪ Elimination of Stock Clerk driver premium

- 7481           ▪ Elimination of AMT premiums when displacing OSM employee
- 7482           ▪ Elimination of Early Call-In guarantees (I, II, III, IV)
- 7483           ▪ Elimination of short turn penalty due to shift bids (Art 21 d) (III, IV)
- 7484           ▪ Elimination of CC premium when not working as CC (III,V)

7485  
7486

**Work Rules/ Other changes and effective dates:**

**Effective April 15, 2003:**

- 7489           ▪ Combine Systems/Structures into Generals (Title I)
- 7490           ▪ Added 7 day labor loan provision (Bases only)
- 7491           ▪ Increased AMT productivity through multiple work assignments/training
- 7492           ▪ Holidays reduced from 10 to 5. The five (5) observed holidays will be: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (all groups)
  - 7495           ○ Holidays- 5 days with roll @ 1.5x (I, II, III, IV, V, T/S, Sim Techs)
  - 7496           ○ Holidays- 5 days (no roll) @ 1.5x (Disp, Metro, Instrs)

7497

**Effective May 1, 2003**

7498

- 7500           ▪ Reduce annual SK accrual to 5 days @ 100% (all except I & II)
- 7501           ▪ Reduce annual SK accrual to 5 days, 1<sup>st</sup> two at 50% (I & II)

7502

**Effective May 3, 2003**

7503

- 7504           ▪ 4/10s at Overhaul docks/TUL, duration of agreement

**Effective within sixty (60) days of ratification:**

7505

- 7506           ▪ Outsource RON/Ultraclean (II/III)
- 7507           ▪ One time System protection credit for headcount reductions realized from work rule changes (all groups except Metro)

7508

7509

**Effective thirty (30) days from ratification:**

7510

- 7511           ▪ Reduce uniform provisioning and eliminate laundering (I, II, III, IV, V)
- 7512           ▪ Outsource stores function at HDQ (6 Stock Clerks)
- 7513           ▪ Relocate 4 Stock Clerks at ORD/GEM to ORD/M & E hanger

7514

7515

**Effective as soon as practicable after DOS:**

7516

- 7517           ▪ Change work schedule to 5 on, 2 off (T/S)
- 7518           ▪ Reduced VC accrual one week (all groups)
- 7519           ▪ Modify Crew Chief ratios:
  - 7520           AMT- 1:11.5
  - 7521           FSC- 1:9
  - 7522           Fuelers- eliminated ratio
  - 7523           Stores- 1:12

7517

7518

7519

7520

7521

7522

7523

7524

**Benefits:**

7525

- 7526       ▪ Medical & Dental plan modifications (all groups) **Effective 1/1/04**
- 7527       ▪ SLOA Benefit Coverage reduced from 24 to 12 months (all groups)
- 7528       **Effective 5/01/03**
- 7529       ▪ Eliminate STD Plan (all groups) **Effective 1/1/04**
- 7530       ▪ Discontinue subsidized medical benefits RIF'd employees (all groups)
- 7531       **Effective 4/15/03**
- 7532       ▪ Modify IOD to 10 days (all groups) **Effective 5/01/03 with the following**
- 7533       **transition:**
  - 7534           ○ If the injury was incurred prior to 4/15/03, remaining applicable salary
  - 7535           continuation through the end of the month up to the current 80 days
  - 7536           ○ If the injury is incurred on 4/15/03 or before 4/30/03, salary
  - 7537           continuation for 10 days up to the current 80 days
  - 7538           ○ If the injury is incurred after 5/01/03, salary continuation for 10 days
- 7539

7540       Sincerely,

7541

7542

7543       James B. Weel

7544       Managing Director

7545       Employee Relations

7546

7547       Agreed to this date:

7548

7549

7550       James C Little

7551       International Administrative Vice President

7552       Director Air Transport Division

7553       Transport Workers Union of America, AFL-CIO

7554

7555

7556

7556 **LETTER OF MEMORANDUM - 14 - DISPOSITION OF LETTERS OF AGREEMENT**

7557

7558 March 1, 2001

7559

7560 RE: DISPOSITION OF LETTERS OF AGREEMENT

7561

7562 Mr. James C. Little

7563 Air Transport Director

7564 International Vice President

7565 Transport Workers Union of America

7566 1848 Norwood Plaza, Suite 112

7567 Hurst, Texas 76054

7568

7569 Dear Jim,

7570

7571 During the recent negotiations for the Mechanic and related agreement, the Company  
7572 and the TWU established a mutual objective to review all letters of agreements, letters  
7573 of memorandum or interpretative letters, whether included in the current agreement or  
7574 were part of the side letters retained by either party for purposes of administration and  
7575 application of the agreement. The objective was to mutually agree on a disposition for  
7576 each and every letter. The disposition included, either inclusion into the agreement via  
7577 an Article or attachment, removal, or retention outside the agreement for purposes of  
7578 future reference.

7579

7580 The parties have developed a Letter of Agreement Master Index which will be retained  
7581 outside the agreement, yet understood as the final disposition on all the letters  
7582 contained within. The disposition on the letter is exclusively for the Mechanic and  
7583 related agreement. The terminology used for the disposition will be defined as follows:

7584

7585 1. Remove: The letter is no longer in force and effect and will not be used as a  
7586 precedent for purposes of future contract application.

7587

7588 2. Remove/Incorporated into Article: The letter has been removed and the portions  
7589 of substantive value, as agreed upon by the parties, have been included into the  
7590 language of a specific Article. By inclusion of the letter, in whole or in part, into  
7591 the Article it has the same force and effect as all other contract language.

7592

7593 3. Retain in the Contract: The letter retains its force and effect and is retained  
7594 as an Attachment to a specific Article or in the Letter of Memorandum section,  
7595 depending on its applicability. e.g. attached for historical value.

7596

7597 4. Retain outside the Contract: The letter will serve as a reference for the  
7598 purpose of future application for either party; however, they are not binding and  
7599 maybe modified or removed at a future date. e.g. explanation on Company policy  
7600 or plans.

7601

7602  
7603 In the event of a dispute regarding the application of the above, the issue will be  
7604 resolved by the Vice President – Employee Relations and the TWU Air Transport  
7605 Director, or designee.

7606  
7607  
7608 If the above accurately reflects your understanding, please indicate by signing below.

7609  
7610  
7611 Sincerely,

7612  
7613  
7614  
7615 James B. Weel  
7616 Managing Director  
7617 Employee Relations

7618  
7619  
7620  
7621  
7622 Agreed to:

7623  
7624  
7625  
7626 \_\_\_\_\_  
7627 James C. Little  
7628 Air Transport Director  
7629 Transport Workers Union of America, AFL-CIO

7630  
7631 Date:

7632  
7633  
7634