

**ARTICLE 42 - JOB SECURITY****SYSTEM PROTECTION:**

(a) Except as provided in Attachment 42.2, the Company will guarantee employment (full time/part time status based upon employee's status on ~~March 1, 2004~~ **DOS**) and pay to any employee covered by this Agreement who was hired under this Agreement by the Company prior to ~~March 1, 2004~~ **DOS** and who was on the Company's active payroll on ~~March 1, 2004~~ **DOS**, or on a Union leave of absence, or on an approved leave of absence for other reasons (provided the employee has an Occupational Seniority date more senior than the least senior protected employees in his classification at the station/base upon his return to active payroll) in accordance with the following provisions of this Article. In addition, an employee as defined above, will not be involuntarily reduced to a lower classification than that classification he occupied on ~~March 1, 2004~~**DOS**; however, the classification guarantee does not apply to any bid classification (Crew Chiefs, Technical Crew Chiefs). The classification guarantee for Crew Chiefs and Technical Crew Chiefs will be the next lower non-bid classification (e.g., Crew Chief to **Material Logistics Specialist** ~~Stock Clerk~~).

**STATION PROTECTION:**

(b) All employees who on February 11, 1983 were on the Company's active payroll and who on September 1, 1985 are actively employed/based at the following station(s)/base (or who relocate to the station(s)/base and who are senior to the least senior station(s)/base protected employee in his classification at such station/base) and provided that they hold the same classification they held on February 11, 1983, will, in addition to the classification and status protections afforded in paragraph (a) above, be protected against layoff from their one-station complex/base unless all flight operations cease at that one-station complex or the Tulsa Maintenance Base is closed:

Tulsa Maintenance Base	St. Louis
and Station (TULE and TUL)	Salt Lake City
Dallas/Fort Worth (DFW,	Tucson
Flight Academy, Learning	El Paso
Center, SRO and HDQ)	Indianapolis
Chicago (ORD and MDW)	Baltimore
New York (JFK, LGA and EWR)	Cincinnati
Los Angeles (LAX and ONT)	Cleveland
Boston	Philadelphia
San Diego	San Juan
Phoenix	Las Vegas
Washington/Dulles	Oklahoma City
Houston	Memphis
San Francisco	San Antonio
Detroit	Nashville
Buffalo	Rochester

Little Rock  
Columbus  
Pittsburgh

Albany  
Hartford  
Syracuse

(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.

**ATTACHMENT 42.1 - RIF FOR SYSTEM PROTECTED EMPLOYEES**

American Airlines®

January 19, 1996

Mr. John Orlando  
AA System Coordinator  
International Vice President  
Transport Workers Union of America  
1848 Norwood Plaza, Suite 112  
Hurst, TX 76054

Dear John:

You have raised the question as to the reduction in force procedures in the current environment of increased job protection, and our other commitments during negotiations regarding discontinued and new classifications. I believe that the following interpretation is contractually correct, and mutually accepted:

1. A system-protected employee can displace a non-protected (i.e. hired after 8/15/95) employee at another station. A system-protected employee cannot displace another system-protected employee at another location.
2. A protected employee can displace another employee in a lower classification at his/her station, even if the employee in the lower classification is also protected.

This means, for example, that a Plant Maintenance Mechanic in Nashville could displace a Building Cleaner in Nashville, even though the Building Cleaner is also protected.

3. In discussing and agreeing to the discontinuation of the Building Cleaner classification, and the placement of those incumbent employees in the Cabin Cleaner classification, we did commit that Building Cleaners would not be forced to relocate as a result of this action. That commitment does not extend to relocation as a result of displacement by a more senior employee, nor to schedule related reductions which may be required.

Therefore, for example, a Plant Maintenance Mechanic displacing a junior Building Cleaner could cause the Building Cleaner to be displaced to a vacancy on the system, or to displace an unprotected junior Building Cleaner at another location.

Mark L. Burdette  
Managing Director,  
Employee Relations, Ground

**Attachment 42.2 – Job Security**

March 31, 2003

Mr. James C. Little  
International Administrative Vice President  
Director Air Transport Division  
Transport Workers Union of America, AFL-CIO  
1791 Hurstview Drive  
Hurst, Texas 76054

**One Time Relief from Job Security Provisions**

Dear Jim,

This will confirm our understanding reached during the negotiations leading up to the agreement signed on (DOS), 2003.

During these negotiations, the parties agreed to lift the system job protection provision of the various agreements to enable the Company to reduce the number of employees in each title group by the number required to reach the negotiated costs savings. The chart below illustrates the number of reductions by title group. Additionally, we have listed the newly established system job protection dates that will be in effect once the reductions associated with the changes have been completed.

<u>Title Group</u>	<u>Number of Reductions</u>	<u>Title Group</u>	<u>Number of Reductions</u>
Title I	1371	Technical Specialists	8
Title II	0	Flight Dispatchers	5
Title III 1856		Ground/Simulator Instructors	110
Title IV	Included in Title III	Meteorologists	0
Title V 57		Simulator Technicians	9

Following the reduction of the above number of employees, the parties agreed to modify the dates of system protection for the remaining employees to the dates indicated below. In addition, the date may be adjusted either backward or forward at the conclusion of the applicable reductions and must be agreed to by both parties.

<u>Title Groups</u>	<u>New System Protection Date</u>
Title I and Title III	September 24, 1998
Ground/Simulator Instructors	March 01, 1998
Simulator Technicians	August 23, 1999
All Others	March 01, 2001

Sincerely,

~~James B. Weel  
Managing Director  
Employee Relations~~

~~Agreed to this date:~~

~~—  
James C. Little  
International Administrative Vice President  
Director Air Transport Division  
Transport Workers Union of America, AFL-CIO~~