

#### **AGREEMENT**

between

#### **AMERICAN AIRLINES**

and

TWU/IAM AIRLINE MECHANIC & RELATED EMPLOYEE ASSOCIATION

covering

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

of

AMERICAN AIRLINES, INC.

Effective date - March 26, 2020



THE TWU-IAM ASSOCIATION

# March 2020

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# **PREAMBLE**

- 1 This Agreement is made and entered into this March 26, 2020, in accordance with the
- 2 provisions of Title II of the Railway Labor Act, as amended, by and between American
- 3 Airlines, Inc., ("American" or the "Company"), and the Transport Workers Union of
- 4 America AFL-CIO and the International Association of Machinists and Aerospace
- 5 Workers AFL-CIO, certified by NMB case #R-7422 as the TWU/IAM Mechanics
- 6 Association, ("Association" or "Union").

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

A. The purpose of this Agreement is, in the mutual interest of the Company and the employees, to provide for operation of the services of the Company under methods, which will further, to the fullest extent possible, the safety of air transportation, 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 hereunder. In making this Agreement, both the Company and the employees hereunder recognize their duty to comply with the terms hereof and to cooperate fully, both individually and collectively, for the accomplishment of the intent and purpose of this Agreement. To further these purposes, the Company or an International Representative of the Union may request a conference at any time to discuss and deal with any general condition that may arise under the application of this Agreement.

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

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

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

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

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

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

# **ARTICLE 2 - STATUS OF AGREEMENT**

A. It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all agreements existing or previously executed between US Airways, Inc. or American Airlines, Inc. (the "Company") and any Union or individual affecting the crafts or classes of employees covered by this Agreement.

B. It is understood and agreed that this Agreement will be binding upon any successors to the present Corporation insofar as it is legally possible. In the event this is not legally possible, the Company and the Union will meet prior to any change and negotiate all possible protection for the employees.

C. The Agreement shall be binding upon the Company and any Successor, defined as a purchaser, assignee or transferee of all or substantially all of the assets or stock of the Company or American Airlines Group Inc., whether in a single transaction or multi-step transaction. Neither the Company nor American Airlines Group Inc. shall enter into an agreement with a Successor which creates a Successor transaction unless the Successor agrees, in writing, as a prior irrevocable condition of the Successorship transaction, that the Successor, the Company and American Airlines Group Inc., and any operating airline which obtains the assets of the Company will: (1) recognize and treat with the Association as the representative of the crafts or classes of employees covered by this Agreement consistent with the Railway Labor Act; (2) be bound by the Agreement, as it may be amended pursuant to the provisions of applicable law; and (3) to employ employees on the system seniority list in accordance with the provisions of this Agreement.

D. If a successor is an air carrier, and the Successor conducts an operational merger between the Company and the Successor or another air carrier, then the Successor will provide the Company employees covered by this Agreement with a seniority integration in accordance with the McCaskill-Bond Amendment, Pub. L. 110-161, Div. K, Title I, § 117, Dec. 26, 2007, 121 Stat. 2383, codified at § 42112, note.

#### **ARTICLE 3 - EFFECTIVE DATE AND DURATION**

#### A. Effective Date

The provisions of this Agreement will become effective on March 26, 2020 (the "Effective Date") except as otherwise specifically stated in this Agreement.

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#### B. Amendable Date

This Agreement will continue in full force and effect through and including March 26, 2025 and will thereafter renew itself without change each succeeding March 26<sup>th</sup>, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended (the "Act") by either party at least (6) months prior to March 26, 2025 or on any March 26<sup>th</sup> thereafter.

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# C. Complete Agreement

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

Sito Pantoja Director, TWU-IAM Association General Vice President International Association of Machinist and Aerospace Workers Lucretia D. Guia
Vice President, Labor Relations
and Deputy General Counsel
American Airlines

Alex Garcia
Vice Director, TWU-IAM Association
International Executive Vice President

Transport Workers Union

James B. Weel Managing Director, Labor Relations American Airlines

# **ARTICLE 3 - EFFECTIVE DATE AND DURATION**

Association:	
John Samuelsen TWU International President	
Timothy Klima Principal Negotiator	Michael Mayes Principal Negotiator
Thomas Regan Principal Negotiator	Gary Peterson Principal Negotiator
Andre Sutton Principal Negotiator	Michael Klemm Principal Negotiator
David Supplee Principal Negotiator	Richard Pantoja Principal Negotiator
Ken Coley Association Negotiator	John Coveny Association Negotiator
Dale Danker Association Negotiator	Kenny Geis Association Negotiator
Bennie Martino Association Negotiator	Rollie Reaves Association Negotiator
Jay Sleeman Association Negotiator	Mark Strength Association Negotiator
Gary Schaible Association Negotiator	

# **ARTICLE 3 - EFFECTIVE DATE AND DURATION**

American Airlines:	
Craig Barton Vice President, Technical Operation	Mark Nelson Sr. Manager, Labor Relations
Josh Voss Manager, Labor Relations	Craig Sully Director, Base Maintenance
Jim Williams Director, Line Maintenance	Randy Clemens Director, Ground Service Equipment
Phil Gargula Manager, Facility Maintenance	Mike Detloff  Manager, Inspection Line Maintenance

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

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

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

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

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

1. The making, assembling, erecting, dismantling, and repairing of all machinery, mechanical equipment, engines and motors of all description, including all work involved in dismantling, overhauling, repairing, fabricating, assembling, welding, touch up painting, shot peening and erecting, testing, inspecting all parts of airplanes, airplane engines, avionics equipment, electrical system, heating system, hydraulic systems, radios, components, de-fueling, oiling, replenishing hydraulic and other fluids, accessories, furnishings and equipment and machine tool work in connection therewith, including all maintenance, construction and inspection work in and around all shops, hangars, buildings, and including the servicing, cleaning and polishing of airplanes and parts thereof, and the servicing and handling of all ground equipment performed in and about Company maintenance shops, maintenance bases, aircraft base maintenance bases, and line service/maintenance stations; and

2. The servicing, maintaining, and repairing of tools and equipment, including hand tools, power tools, machine tools, and mobile equipment provided by the Company for the use of employees covered by this Agreement in the performance of their work and, when assigned by the Company, those tools and equipment provided by the Company for the use of employees not covered by this Agreement, including such work as fabricating, repairing, assembling, disassembling, testing, inspecting, fueling, oiling, and cleaning; and

3. The servicing, maintaining, and repairing of ground radio equipment (except onthe-job service, repairs, and installation of ground radios), including such work as fabricating, repairing, assembling, disassembling, testing, and inspecting.

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

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

C. When ground equipment fueling is not subcontracted, it will not be deemed a violation of the Agreement for a Company employee to fuel the equipment he is operating. There shall be no increase of the subcontracting of such fueling work beyond what exists at March 26, 2020.

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

## Outsourcing of Aircraft, Engine and Component Base Maintenance

E. At a minimum, the Company will perform base maintenance work in CLT, PIT, TULE and DWH, except for the exclusions provided in this section. As to PIT, the Company will continue to perform base maintenance work at PIT for five (5) years from March 26, 2020, provided that the number of Base Aviation Maintenance Group employees (consisting of Crew Chief and Tech Crew Chief Aviation Maintenance Technicians, Aviation Maintenance Technicians, Inspectors, Overhaul Support Mechanics, Crew Chief Cleaners and Cleaners) at PIT is fifty (50) or more. If at any time during the five-year period following March 26, 2020 the number of Base Aviation Maintenance Group employees at PIT drops below fifty (50) employees, the Company may discontinue all base maintenance work at PIT. In addition, at any time after five (5) years from March 26, 2020, the Company may discontinue all base maintenance work at PIT regardless of the number of Base Aviation Maintenance Group employees at PIT.

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

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

## <u>ARTICLE 6 – RECOGNITION AND SCOPE</u>

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

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

- 2. If the vendor billed hours in any calendar year exceed fifty (50%) percent of the total combined vendor billed hours and the Company overhaul and modification base maintenance paid hours, such deficit hours will be added to the subsequent calendar year required Company overhaul and modification base maintenance paid hours.
- 3. The Company shall maintain a systemwide minimum headcount of two thousand six hundred (2,600) active base maintenance employees (which includes Crew Chief and Tech Crew Chief Aviation Maintenance Technicians, Aviation Maintenance Technicians, Inspectors, Overhaul Support Mechanics, Crew Chief Cleaners and Cleaners) assigned to base maintenance in aircraft overhaul, modification and direct support shops (as set forth in Section I of this Article) across its active maintenance bases.

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

9B, 36-280/DHF, and 331-500 APUs consistent with current practices as of March 26, 2020 for as long as the Company continues to use such engines and APUs.

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

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

1. The headcount included for aircraft overhaul and modification will be those employees assigned to the aircraft overhaul, modification and special visit docks at all maintenance bases.

2. The headcount included for aircraft overhaul direct support shops will be those employees assigned to the following shops wherever located, including but not limited to TULE (these shop names are effective July 2018 and any change will be communicated to the Association prior to inclusion in the calculation methodology):

Plastics

 Composite Repair CenterPaint and Fiberglass

Lavatory & GalleySeats

Floorboard

• Exteriors (Structures, Flight Controls, Thrust Reversers)

Hose, Tube & CableDuct

Interior (Sidewalls, Reveals, Shells)

Cleaning

Manufacturing

AO Mill

# Line Maintenance

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

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

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

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

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

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

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

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

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

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

1 work, an AMT covered under this agreement shall perform the documentation task. 2 3 2. Line maintenance warranty work may be performed by the OEM at an outsourced 4 facility or by Association represented employees on the American Airlines 5 property. If the warranty terms require the OEM to perform such work on American 6 Airlines property, the Company will assign an appropriate number of AMTs, 7 covered by this Agreement to provide support. 8 9 3. Repair of fuel tank leaks and other out of service conditions that require fuel tank 10 entry in line maintenance facilities may be outsourced to a vendor; provided, 11 however if outsourced to a vendor, the vendor must provide its own tools and 12 equipment. Employees covered under this Agreement will not be required to assist 13 the vendor in any fuel tank repair or parts build-up. 14 15 O. Aircraft cleaning at line maintenance stations, including exterior cleaning/washing of 16 aircraft, may be performed by employees covered by this Agreement or a vendor. In 17 Line Maintenance Stations where this work is being performed by employees covered 18 under this agreement on March 26, 2020, such work will continue to be performed 19 until such employees transfer or leave the Company. 20 21 P. At all international locations, the Company may use vendors or other non-22 management Company employees to perform scheduled line maintenance work, 23 subject to the following limitations: 24 25 1. Such maintenance will be scheduled in conjunction with the scheduled ground 26 time in the course of revenue passenger flying; 27 28 2. The Company will not ferry aircraft to an international location for the purpose of 29 performing scheduled line maintenance work; and 30 31 3. The percentage of annual scheduled international line maintenance work shall not 32 exceed eleven percent (11%) in years one (1) through three (3) following March 26, 2020 and twelve percent (12%) in all future years. 33 34 35 The calculation of the percentage of outsourced work shall be measured as follows: 36 37 1. Association headcount x 2,080 x 0.11 (Years 1-3) or 0.12 (Years 4+) = 38 Permitted International Outsourced Hours. 39 40 2. For purposes of this calculation: 41 42 "Association headcount" shall include Aviation Maintenance Technicians, Crew 43 Chief- Aviation Maintenance Technicians, Technical Crew Chief-Aviation 44 Maintenance Technicians, and Inspectors only working in Line Maintenance. "Permitted International Outsourced Hours" shall include the international 45 46 Company and vendor man hours (equivalent of domestic Aviation Maintenance

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

#### Facilities Maintenance:

# Scope of Facilities Maintenance Work at Airport Terminals

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

## Scope of Facilities Maintenance Work at Maintenance Bases

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

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

# Scope of Facilities Maintenance Work at Airport Hangars

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

# Scope of Facilities Maintenance Work at Other Locations

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

## Ground Support Equipment (GSE) Maintenance

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

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

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

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

#### **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

of March 26, 2020 will continue to be accomplished by Quality Assurance Auditors. The types of audits being conducted by other Company employees and/or vendors as of March 26, 2020 may continue to be accomplished by other Company employees and/or vendors.

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

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

## Job Protection

## HH. System Job Protection

1. For the life of this Agreement, no active employee or employee on a Company approved leave of absence who is covered by this Agreement and whose name appears on the Association master seniority list(s) on the date of ratification of this Agreement will be laid off to the street provided the employee exercises his seniority to the fullest extent in accordance with Article 12 - Recall.

2. This provision does not guarantee Crew Chiefs protection to the Crew Chief classification but does provide protection to the basic classification.

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

# II. Station Job Protection

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

## Station Closing Due to Ceasing All Flight Operations

JJ. If a station is closed due to cessation of all flight operations that is not due to circumstances beyond the Company's control as defined in Paragraph HH c. above, and during the one (1) year period thereafter, the Company re-commences flight operations it shall re-staff such station with employees covered by this Agreement, and the following process will apply. Employees who had station protection at that station at the time of closing shall be offered on a one-time basis, the first opportunity to fill covered positions in classification seniority order. If an employee offered such a position accepts and is returned to work at that station during the one (1) year period, such employee shall have his original station protection reinstated. If an employee offered such a position declines, such employee will remain in the status and location the employee occupies at that time and any future openings at the station will be filled using the Recall and Filling of Vacancies articles in this Agreement (Articles 12 and 9). If a station is re-opened more than one (1) year after cessation of operations, all positions at such station will be filled using the Recall and Filling of Vacancies articles in this Agreement (Articles 12 and 9).

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

KK. If, due to conditions beyond the Company's control as defined in Paragraph HH (3). above, a station is closed, or employees covered by this Agreement at the station are

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

Parallel Operations

# **ARTICLE 7 – CLASSIFICATIONS**

1 2 3	A.		nployees covered by this Agreement will be assigned to a classification within e of the following Groups:
4		1.	Aviation Maintenance Group
5 6		2.	Ground Support Equipment (GSE)/Facilities Maintenance Group
7 8		3.	Operations Maintenance Group
9 10	B.	Т	he classifications included in the Aviation Maintenance Group will be as follows:
11 12		1.	Inspector (Premium)
13 14		2.	Crew Chief - Aviation Maintenance Technician (Premium)
15 16		3.	Technical Crew Chief – Aviation Maintenance Technician (Premium)
17 18		4.	Aviation Maintenance Technician- AMT (Basic Classification for 1,2,3 above)
19 20		5.	Interior Mechanic (Basic Classification for 1,2,3 above)
21 22		6.	Overhaul Support Mechanic
23 24		7.	Crew Chief Cleaner (Premium)
25 26		8.	Cleaner (Basic Classification for 7 above)
27 28 29 30	C.		he classifications included in the GSE/Facilities Maintenance Group will be as illows:
31 32		1.	Crew Chief – GSE/Facilities (Premium)
33		2.	Technical Crew Chiefs- GSE/Facilities (Premium)
34 35		3.	Maintenance Mechanic - GSE/Facilities (Basic Classification for 1,2 above)
36 37		4.	Maintenance Support Person - GSE/Facilities
38 39 40	D.		he classifications included in the Operations Maintenance Group will be as bllows:
41 42		1.	Senior Quality Assurance Auditor (Premium)
43 44		2.	Senior Aircraft Maintenance Planner (Premium)
45 46		3.	Senior Technical Documentation Specialist (Premium)

## **ARTICLE 7 – CLASSIFICATIONS**

- 4. Senior Bill of Work/EO/AD Planner (Premium)
- 5. Quality Assurance Auditor (Basic 1 above)
- 6. Aircraft Maintenance Planner (Basic 2 above)
- 7. Technical Documentation Specialist (Basic 3 above)
- E. The classification descriptions set forth in this Article are incorporated and made a part of this paragraph and Agreement. These descriptions have been established by the Company and the Union for the purpose of determining to which particular classification specific work and duties shall be assigned to an employee so classified. In establishing these classification descriptions, the parties recognize that the descriptions are not necessarily all inclusive. When it is necessary to determine which classification any undescribed work and duties shall be assigned, the appropriate classification shall be determined by where the majority of the normally assigned work and duties lie in the established classification descriptions.
  - 1. Since the work of handling fire extinguishing equipment, when an aircraft is in a station, has not been incorporated in any of the classification descriptions set forth in this Article and since employees in several classifications covered by this Agreement and the Fleet Service Agreement have been and are performing the above described work, it shall remain unclassified work which may be performed by employees in all classifications covered by this Agreement and the Fleet Service Agreement in stations to which they are assigned.
  - In the interest of cleanliness and safety, employees working in jobs in each of the classifications set forth in this Article will be required to perform, as they always have performed, those housekeeping functions incident to their job as to work area, tools, and equipment, unless instructed otherwise by their Crew Chief.
  - F. A Crew Chief shall be maintained on duty when three (3) or more employees are on their shift in each location, shop, department, hangar or facility at the following line maintenance locations CLT, DFW, LAX, LGA, ORD, MIA, PHL, and PHX. A Crew Chief shall be maintained on duty when four (4) or more employees are on their shift in each location, shop, department, hangar or facility at all other Line stations not mentioned above and at the maintenance bases. In no case will a Crew Chief lead, direct, or assign a crew of more than sixteen (16) employees. There will be no reduction in the number of Crew Chiefs as of March 26, 2020 as a result of the implementation of these ratios. Any reduction will result from attrition. In no event, will a Technical Crew Chief be considered part of the mechanic to Crew Chief ratio.

# **ARTICLE 7 – CLASSIFICATIONS**

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

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

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

#### G. Inspector

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

# <u>ARTICLE 7 – CLASSIFICATIONS</u>

manner and must hold valid certificates as required by Federal law to fulfill their duties.

- 3. Verify both the airworthiness of aircraft and their components and the quality of workmanship by individual Aviation Maintenance personnel. These responsibilities are fulfilled by methods such as scrutinizing a part, unit, assembly, section, system, or area critically and in detail with the help of inspection aids, by subjecting them to simulated operating conditions, by comparing their actual conditions with established standards.
- 4. Any checks, inspections, and tests performed by an Inspector may be made after an aircraft and/or any component has been in service, when Aviation Maintenance personnel have performed or are performing service, overhaul, modification, or fabrication operations and have certified their own workmanship, or prior to the release of an aircraft and/or any component into service.
- 5. Upon request from others, he will make a double-check inspection to assist in decisions on questionable or airworthiness items and to give technical assistance and/or interpretations.
- 6. In the course of performing this work, he designates equipment, material, or parts for repair, re-work, replacement, or scrap.
- 7. Works according to FAA and Company regulations and procedures and instructions from his supervisors.
- 8. As may apply to work assignments, he uses tools, measuring instruments, inspection aids, test equipment, and signs mechanical flight releases. Completes forms connected with work assignments according to established procedures.
- It is understood and agreed that the formulation and distribution of work cards by Planners to Inspectors will not be considered a violation of this paragraph, provided such work is confined to the Maintenance Check and Aircraft Base Maintenance.
- 10. In addition to the above duties, may perform the following duties as assigned such as but not limited to: accomplishing boroblend, cleaning work area and performing FOD walks.

#### H. Crew Chief – Aviation Maintenance Technician

1. The Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. The primary duties of a Crew Chief shall be the employee who assigns, directs and approves the work of AMTs. Crew Chiefs may be required to sign for their own work and the work of others in their

# <u>ARTICLE 7 – CLASSIFICATIONS</u>

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

- The Crew Chief will be responsible for the overall performance of his crew, including the timely and satisfactory completion of work assignments. He must ensure employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work and that required forms, records, reports, and other paperwork are completed legibly and correctly.
- 3. In addition to the above, the Crew Chief may, upon request, assist management in areas such as, but not limited to:
  - a. Periodic evaluation of operational requirements and performance.
  - b. Operational planning and scheduling.
  - c. Evaluation of training methods and techniques.
  - d. Evaluation of equipment, vehicles, and tools.
- 4. If the number of Crew Chiefs on a shift, within a bid area, exceeds the number required, the senior Crew Chief on duty will be utilized as the Crew Chief and the junior Crew Chief on duty may be assigned to work in the Basic Classification as part of the crew.
- 5. A Crew Chief Aviation Maintenance Technician, who holds the proper licenses and qualifications, may sign mechanical flight releases, airworthiness releases, and perform confirmation checks and general visual inspections.
- 6. The formulation and distribution of work cards by Planners to AMTs will not be considered a violation of this paragraph, provided such work is confined to the Maintenance Check and Aircraft Base Maintenance. Such formulation and distribution of work cards is not intended to circumvent the assignment of duties by the Crew Chief.
- 7. A Crew Chief charged by the FAA with a violation(s) of FAR's, on the basis of work that the Company verifies is signed off but not performed by the Crew Chief, then, upon request, the Company will provide assistance, including legal assistance if necessary, to the Crew Chief for the defense of the violation(s)

# **ARTICLE 7 – CLASSIFICATIONS**

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

- 8. Management instructions are promptly and correctly complied with.
- 9. Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
- 10. Works according to FAA and Company regulations and procedures and instructions from his supervisors.
- 11. In addition to the above duties, may perform the following other duties as assigned such as but not limited to: requesting parts, cleaning work area, performing FOD walks, cleaning of aircraft windshields, connecting/removing ground power and ground start units, pushing out/towing of aircraft, and related guideman functions.
- I. Technical Crew Chief Aviation Maintenance Technician
  - 1 The Technical Crew Chief will provide technical assistance, guidance, and training support to the Technical Operations department. In those cases where management determines that the work to be performed requires a level of responsibility equivalent to that of a Technical Crew Chief, an employee in the classification may be assigned to that function even though he has no other employees assigned directly to him. As assigned the Technical Crew Chief will:
    - a. Receive assignments from management;
    - b. Perform and provide technical assistance and guidance in trouble shooting to an employee or employees assigned to him in his shop or work unit;
    - c. Provide notification to the Crew Chief of the assignment and assist the crew as necessary, to ensure completion of the assignment;
    - d. Assist in completing forms, delay reports, logbooks, work cards, SAFE entries and related paperwork;
    - e. Perform instruction assignments relating to aircraft systems, structures, avionics, machine tooling and related ground support through on-the-job training (OJT);
    - f. Maintain knowledge of and work with manuals, supply/parts catalogs, minimum equipment lists and general maintenance manuals;

# <u>ARTICLE 7 – CLASSIFICATIONS</u>

- g. A Technical Crew Chief will not displace an Aviation Maintenance Technician or Crew Chief during the course of the performance of his duties.
- In addition to the above duties, may perform the following other duties as assigned such as but not limited to: requesting parts, cleaning work area, performing FOD walks, cleaning of aircraft windshields, connecting/removing ground power and ground start units, pushing out/towing of aircraft, and related guideman functions.

#### J. Aviation Maintenance Technician - AMT

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

#### <u>ARTICLE 7 – CLASSIFICATIONS</u>

## K. Interior Mechanic

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

# L. Overhaul Support Mechanic (OSM)

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

#### **ARTICLE 7 – CLASSIFICATIONS**

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

- b. Perform painting, stripping, and taping in hangar operations.
- 3 As may apply to the work assignment, uses equipment and tooling necessary to complete the job task assigned. Uses protective equipment such as masks, respirators, gloves, and/or aprons.
- 4 Certifies for the quality of his own workmanship.
- In those locations where Material Logistic Specialists (MLS) are staffed but are absent or unavailable at the time, he may chase his own parts. In addition, at Base locations, may move parts within a work cell to which he is assigned. Such performance of MLS duties shall not circumvent the normal MLS overtime coverage requirements.
- 6 Works according to FAA and Company regulations and procedures and instructions from a Crew Chief.
- 7 Completes forms connected with work assignments according to established procedures.
- 8 The work in the shops referenced herein (Attachment 11.5 of the 2012 TWU CBA) will remain status quo.
- 9 The number of OSMs at DWH and TULE base maintenance locations shall not exceed twenty percent (20%) of the total population of Aviation Maintenance Group employees at each base. The Company may not employ OSMs at base locations other than DWH and TULE unless mutually agreed to by the Association.
- 10 In addition to the above duties, may perform other duties as assigned, such as, but not limited to: requesting parts, cleaning work area, performing FOD walks, cleaning of aircraft windshields.

# M. <u>Crew Chief – Cleaner</u>

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

# **ARTICLE 7 – CLASSIFICATIONS**

of his primary responsibilities as described below. While he is performing such duties, his primary responsibilities will not be assumed by others. The Crew Chief may be required to demonstrate proper work methods, conduct on-the-job training (OJT), conduct meetings or indoctrinate employees in new or revised operational procedures.

- 2 The Crew Chief will be responsible for the overall performance of his crew, including the timely and satisfactory completion of work assignments. He must ensure employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work and that required forms, records, reports, and other paperwork are completed legibly and correctly.
- 3 In addition to the above, the Crew Chief may, upon request, assist management in areas such as, but not limited to:
  - a. Periodic evaluation of operational requirements and performance.
  - b. Operational planning and scheduling.
  - c. Evaluation of training methods and techniques.
  - d. Evaluation of equipment, vehicles, and tools.
- 4 When no Crew Chief Cleaner is required, Cleaners will be assigned to a Crew Chief in a different Classification on the same shift, shop and department, provided that the Crew Chief ratio is not exceeded.
- 5 Management instructions are promptly and correctly complied with.
- 6 A Crew Chief Cleaner will be responsible for the completion of paper work and reports in connection with his normally assigned duties.
- 7 Employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work.
- 8 Works according to FAA and Company regulations and procedures and instructions from his supervisors.
- 9 In addition to the above duties, may perform other duties as assigned, such as, but not limited to: cleaning work area, performing FOD walks, cleaning of aircraft windshields and connecting/removing ground power.

# N. <u>Cleaner</u>

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

# <u>ARTICLE 7 – CLASSIFICATIONS</u>

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

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

# **ARTICLE 7 – CLASSIFICATIONS**

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

**GSE/Facilities Maintenance Group** 

## O. Crew Chief - GSE or Facilities

- The Crew Chief will be qualified in the duties of his classification and will be capable of performing those duties. The primary duties of a Crew Chief shall be the employee who assigns, directs and approves the work of GSE or Facilities Maintenance. Crew Chiefs may be required to sign for their own work and the work of others in their group provided, however, that such signing shall not relieve any other member of his group from responsibility for the work he performed or from being required to sign appropriate work records. The Crew Chief will be responsible for the completion of paper work and reports in connection with their normally assigned duties. He will assist his crew in the performance of their duties, provided that assistance does not interfere with the performing such duties, his primary responsibilities as described below. While he is performing such duties, his primary responsibilities will not be assumed by others. The Crew Chief may be required to demonstrate proper work methods, conduct on-the-job training (OJT), conduct meetings or indoctrinate employees in new or revised operational procedures.
- 2 The Crew Chief will be responsible for the overall performance of his crew, including the timely and satisfactory completion of work assignments. He must ensure employees assigned to his crew are properly utilized and instructed for the efficient performance of their daily work and that required forms, records, reports, and other paperwork are completed legibly and correctly.
- 3 In addition to the above, the Crew Chief may, upon request, assist management in areas such as, but not limited to:
  - a. Periodic evaluation of operational requirements and performance.
  - b. Operational planning and scheduling.
  - c. Evaluation of training methods and techniques.
  - d. Evaluation of equipment, vehicles, and tools.

# P. <u>Technical Crew Chief - GSE or Facilities Maintenance</u>

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

# **ARTICLE 7 – CLASSIFICATIONS**

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

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

## Q. Maintenance Mechanic - GSE or Facilities

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

# **ARTICLE 7 – CLASSIFICATIONS**

1 2			<ul> <li>d. Completes forms connected with his work assignments according to established procedures.</li> </ul>
3 4 5 6		2.	In addition to the above duties, he shall perform the following duties as assigned: requesting parts, cleaning work area, performing FOD walks, and connecting/removing ground power and ground start units.
7 8	R.	Main	tenance Support Person (MSP) – GSE or Facilities
9		IVICITI	terrance eappoint ereen (mer y eee or r demice)
10 11		1.	The work of the Maintenance Support Person will consist of the following:
12 13 14 15			a. He will perform work that is semi-skilled in nature as a helper or assistant to a GSE or Facilities Maintenance Mechanic. May perform work on an individual or isolated work assignment that is moderately complex but is limited to:
16 17			<ul> <li>Lubrication</li> </ul>
18			
19 20			<ul> <li>Simple checking/servicing of plant and ground facilities</li> </ul>
21			Simple checking/servicing of automotive equipment
22 23			Installing and checking of fire extinguishing equipment
24 25			Non-Powered equipment
26			
27 28 29 30		2.	Works according to Company regulations and procedures and instructions from a Crew Chief. May assist in storage, removal, and clean-up of hazardous waste. Completes forms connected with work assignments according to established procedures.
31 32 33 34		3.	In addition to the above duties, he performs the following duties as assigned: requesting parts, snow and ice removal, cleaning work area, and performing FOD walks.
35 36 37		4.	For the MSP employee who desires to move into the GSE or Facilities Maintenance Mechanic Classification, the following qualification steps apply:
38 39 40			a. Two (2) years of MSP experience in the same Classification in which they want the qualification; and
41 42 43			b. One (1) year experience working side by side in the same Classification with a Mechanic to complete the OJT part of the qualification.
44 45 46			c. Upon completion of (a) and (b) above the MSP will be considered qualified and can bid on open Mechanic positions within their same Classification.

# **ARTICLE 7 – CLASSIFICATIONS**

Example: An MSP in GSE that has completed the 3-year qualification requirements a listed above can bid on a GSE Mechanic Position.
<ol> <li>At any location, the number of MSP's shall not exceed twenty percent (20%) of the total number of GSE or twenty percent (20%) of the total number of Facilities Maintenance Mechanic and higher classifications under the Agreement.</li> </ol>
S. <u>Senior Quality Assurance Auditors</u>
<ol> <li>The work of a Senior Quality Assurance Auditor shall be the same as that of Quality Assurance Auditor and may include the following:</li> </ol>
<ul> <li>Support, coordination, assigning, and prioritizing the work of other Qualit Assurance Auditors.</li> </ul>
<ul> <li>Training of other Quality Assurance Auditors on current departments policies, auditing/surveillance and investigation principles and technique and regulatory requirements.</li> </ul>
<ul> <li>Representing the Company interests at industry meetings and/of participating in industry committees.</li> </ul>
<ul> <li>d. Senior Quality Assurance Auditor position(s) will be established and maintained in each bid area and location.</li> </ul>
T. Quality Assurance Auditors
1. The work of the Quality Assurance Auditor will consist of but not limited to:
a. Being responsible for compiling objective evidence by conducting interviews, reviewing documentation, observing activities, performing audits, surveillance and investigations to determine whether organization and/or individuals (management or non-management) are conducting business in accordance with regulations and established policies and procedures. The Quality Assurance Auditor provides direction and recommendations for the resolution of matters of non-conformance through the development of corrective action plans, comprehensive fixes and/or process changes. Based on input from the Quality Assurance Auditor and/or Department's investigation the Company will determine what personne action is warranted.
b. Investigations as referenced in this article are defined as:

i. QA investigations are conducted to address QA scheduled audit

### <u>ARTICLE 7 – CLASSIFICATIONS</u>

findings that require focused attention to company processes and procedures.

- ii. Management will determine when a QA investigation is warranted.
- iii. The QA investigation report is submitted to QA management for evaluation.
- iv. QA investigation reports will not result in punitive penalties.
- 2. The work of the Quality Assurance Auditor will consist of, but not limited to:
  - a. Performing scheduled and unscheduled audits and surveillance of the Company maintenance operations, maintenance facilities, deicing, fueling, station fuel facilities, non-maintenance stations, on-call contract maintenance vendors, contract maintenance providers and repair stations, parts distributors and parts suppliers and manufacturers. All aspects of the audit/surveillance process to include report writing, audit response review and acceptance determination, database updating, analysis of the findings, fact-based observations and recommendations and formal and informal reporting.
- Conducting investigations and surveillance into matters related to noncompliance. All aspects of the investigation/surveillance process to include report writing, comprehensive fix review, database updating, analysis of the findings, fact-based observations and recommendations, formal and informal reporting.
- 4. In the absence of a Senior QA Auditor, he may conduct and manage projects as assigned and be compensated at the Senior QA rate.
- 5. Writing/revising manual procedures, audit forms and checklists and work associated with database administration/development as assigned.
- 6. Conducting training of other Quality Assurance Auditors as part of the department On the Job Training (OJT) program.

# U. Senior Aircraft Maintenance Planner

- 1. The work of a Senior Aircraft Maintenance Planner shall be the same as that of the basic classification and may include but not limited to the following:
  - a. Support, coordination and prioritizing the work of other Maintenance Planners.

# **ARTICLE 7 – CLASSIFICATIONS**

1 2			b.	Assist management in the assignment of work amongst the Maintenance Planners.
3 4 5 6			C.	Training of other Maintenance Planners on current departmental policies, procedures, operating systems, regulatory requirements and providing assistance and guidance as needed.
7 8 9			d.	Senior Aircraft Maintenance Planner position(s) will be established and maintained in each bid area and location per shift.
10 11	V.	Aircr	aft N	Maintenance Planners
12 13		1.	Th	e work of an Aircraft Maintenance Planner may consist of but not limited to
14 15			the	e following:
16 17 18			a.	Workflow and workload analysis, scheduling of aircraft, engine or shop maintenance.
19			b.	Coordination, scheduling and assignment of maintenance work releases.
20 21			C.	Analysis and scheduling of new and deferred maintenance requirements.
22 23 24			d.	Coordination of activities as required to support the execution of maintenance events and airworthiness directive compliance.
25 26 27 28			e.	Assisting and training new planners and continued On-the-Job Training (OJT) as necessary.
29 30	۱۸/	Soni	or T	echnical Documentation Specialist
31	٧٧.	Seriii	<u> </u>	echnical Documentation Specialist
32 33		1.		e work of a Senior Technical Documentation Specialist shall be the same as at of the basic classification and may include but not limited to the following:
34 35 36 37			a.	Support, coordination and prioritizing the work of Technical Documentation Specialists.
38 39 40			b.	Assist management in the assignment of work amongst the Technical Documentation Specialists.
41 42 43			C.	Training of other Technical Documentation Specialists on current departmental policies, procedures, operating systems, regulatory requirements and providing assistance and guidance as needed.
44 45 46			d.	Senior Technical Documentation Specialists position(s) will be established and maintained in each bid area and location per shift.

# **ARTICLE 7 – CLASSIFICATIONS**

1	X.	Technica	al Documentation Specialists
3 4 5			ne work of a Technical Documentation Specialists may consist of, but not nited to the following:
6 7 8 9		a.	Developing aircraft maintenance/inspection programs in accordance with FAA Airworthiness Directives, and CFR's, approved operations specifications, manufacturers requirements, Maintenance Review Board and the Company's maintenance program requirements.
11 12 13 14		b.	Preparing and maintaining current and comprehensive indexes of maintenance/inspection programs.
15 16 17		C.	Create/revising maintenance programs manuals and job procedure cards to comply with documents and revision request policies set forth in the Company Procedures Manual(s).
18 19 20 21		d.	Assisting and training new specialists and continued On-the-Job Training (OJT) as necessary.
22	Y.	<u>Senio</u>	or Bill of Work Planners and Senior EO/AD Planners
23 24 25			ne work of the Senior Planners shall be the same as that of the basic assification and may include but not limited to the following:
26 27 28		a.	Being responsible for research, preparation, scheduling, execution, revision and continuous monitoring of Base Maintenance Bill of Work.
29 30 31 32		b.	Collaboration with multiple Departments to ensure departmental, company, and FAA compliance.
33 34		C.	Preparation, scheduling and host Bill of Work readiness meetings. Monitor action items to completion.
35 36 37 38		d.	Preparation of future Bill of Work for Base Maintenance Budgeting. Continuously monitoring all items identified as Base Maintenance tasks to ensure completion by specified due dates.

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

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

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

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

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

Plant Maintenance Mechanic: -Plant Maintenance (GSE)	Eighteen (18) months training from an accredited school in automotive mechanical maintenance or eighteen (18) months mechanical experience on automotive equipment.
Maintenance Support Person - GSE	One (1) year of verified, hands-on, related experience, which is comparable to the work to which he will be assigned.
Plant Maintenance Mechanic: -Plant Maintenance (Facilities)	Thirty-six (36) months of verified, hands-on, working experience as a journeyman Carpenter, Electrician, Electronics Technician, HVAC Technician, Lock and Key, Millwright, Painter, Plumber, Stationary Engineer, Welder, or Industrial Waste Treatment, applicable to the job test area assigned.
Maintenance Support Person -Facilities	Twenty-four (24) months of verified, hands-on, related experience, which is comparable to the work to which he will be assigned.
Aviation Maintenance Technician – (AMT): -Line Maintenance	Valid A&P license.
Aviation Maintenance Technician – (AMT): -Base Maintenance	Valid A&P license Note: In the event that the Company is unable to timely hire valid A&P licensed AMT's in accordance with the Company's hiring practices, it may hire an AMT with a valid A or P license.
Aviation Maintenance Technician – (AMT): -Bench Avionics	Valid A or FCC license or certificate of completion or its equivalent from an accredited Electronic Technician Program, which includes training in Avionics/ Instrument Core instruction, with a minimum of two hundred-fifty (250) hours of lab. Minimum of twenty-

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

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

experience in aircraft maintenance
and/or flight operations

B. Failure to pass one of the above listed qualifying tests shall restrict an employee from bidding into the respective Classifications/shops for six (6) months.

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

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

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

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

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

### A. Inspector Vacancies:

- 1. Candidates for Inspector vacancies who do not hold Inspector seniority will be required to meet the Qualifications listed in Article 8 Qualifications.
- 2. Employees first awarded an Inspector vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training required for their position, in order to demonstrate their ability to perform the required work.
- 3. All employees first awarded an Inspector vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous bid area and shift.

### B. Filling Inspector Vacancies:

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

### C. AMT Technical Crew Chief Vacancies:

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

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

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

 a. The senior employee working as an AMT Technical Crew Chief in the same specialty as the vacancy, who bids the vacancy from another bid area or station.

b. The senior employee working as an AMT Technical Crew Chief who bids the vacancy from another specialty and is successful in the interview process above.

c. The senior employee, who holds AMT Technical Crew Chief Seniority but is working in another classification within the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.

d. The senior employee, utilizing AMT basic classification seniority working as an Inspector, AMT or AMT Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process above.

e. The senior employee, who holds AMT Technical Crew Chief Seniority but is working in another classification within any other Association agreement, who meets the qualifications and is successful in the interview process above.

2. As of March 26, 2020 a Technical Crew Chief who works within a specialty is not subject to the interview process for that same specialty.

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

1. Candidates for AMT Crew Chief vacancies who do not hold AMT Crew Chief seniority will be required to meet the Qualifications listed in Article 8 – Qualifications. The qualification and the interview process below will not apply to any employee who is currently working or has previously worked as a permanent AMT Lead or Crew Chief or had previously passed the minimum score in a Crew Chief interview as described in paragraph E (2) below.

2. Employees who do not hold AMT Crew Chief seniority or never previously worked as a permanent Crew Chief or had not previously passed the minimum score in a Crew Chief interview as described herein at the time of a vacancy, who meet the qualifications in Article 8 – Qualifications, shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company. The Association shall establish and maintain a list of members for each Company designated location to serve on the panel interview committee for each vacancy sufficient to ensure that there are no delays in the panel interview process. The Company and Union will mutually agree

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43 44 45 to establish a standard minimum passing score which will be applied to all candidates seeking the vacancy. Each member of the committee will score the candidate's interview results on a numerical scale. Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for twenty-four (24) months. The senior candidate, utilizing basic classification seniority who meets the minimum passing

<u>ARTICLE 9 – FILLING OF VACANCIES</u>

3. Where there are ten (10) or more qualified candidates, who do not hold AMT Crew Chief seniority, the Company may limit the interviews to the ten (10) most senior candidates, utilizing basic classification seniority in the following order:

score from the panel interview will be selected by the Company.

- a. Employees bidding the vacancy from the M&R collective bargaining agreement within the AMT Technical Crew Chief, AMT, and Inspector Classifications.
- 4. Employees first awarded an AMT Crew Chief vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training required for their position, in order to demonstrate their ability to perform the required work, and will be subject to a twelve (12) month stability period with the following exceptions:
  - a. Employees in a stability period are not precluded from bidding on any M&R vacancy which did not exist before on a shift, in a shop, station or location.
  - b. Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.
- 5. All employees first awarded an AMT Crew Chief vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous bid area and shift.

# F. Filling AMT Crew Chief Vacancies:

- 1. AMT Crew Chief vacancies shall be awarded in the following order:
  - a. The senior employee working as an AMT Crew Chief who bids the vacancy from another bid area or station.
  - b. The senior employee, who previously worked as an AMT Crew Chief who bids the vacancy from AMT Technical Crew Chief, AMT, and Inspector Classifications.

C.	The senior employee, utilizing AMT basic classification seniority working as ar
	Inspector, AMT or AMT Technical Crew Chief, bidding the vacancy who meets
	the qualifications and is successful in the interview process as described
	above.

d. The senior employee, utilizing AMT basic classification seniority bidding the vacancy from the M&R Collective Bargaining Agreement who holds AMT seniority but is working in another classification who meets the qualifications and is successful in the interview process as described above.

e. The senior employee, utilizing basic classification seniority bidding the vacancy from the M&R Collective Bargaining Agreement who does not hold AMT seniority but is working in another classification who meets the qualifications and is successful in the interview process as described above.

f. The senior employee, bidding the vacancy from any other Association agreement that holds AMT seniority or employees in a stability period, who meet the qualifications and is successful in the interview process as described above.

g. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications and is successful in the interview process as described above. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.

h. Any other employee or new hire.

#### G. AMT Vacancies:

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

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

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

# H. Filling AMT Vacancies:

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

TWU Collective Bargaining Agreement.

bid area or station.

station.

b. The senior employee(s) from the following grouping:

a. The senior employee holding preferential recall prior to the implementation of

this Collective Bargaining Agreement to AMT, at that location, under the former

Any employee who bids the vacancy and is working as an AMT in another

Any AMT employee who has this station designated (automatic bid on file)

Any AMT employee who is on furlough and bids the vacancy from any other

c. The senior employee, utilizing AMT basic classification seniority working as an

as their recall station if on furlough status (Article 12 - Recall).

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1 <i>7</i> 18 19		AMT Technical Crew Chief, AMT Crew Chief or Inspector bidding the vacancy who meets the qualifications.
20 21 22	d.	The senior employee, utilizing AMT basic classification seniority bidding the vacancy from within the M&R Collective Bargaining Agreement who holds AMT seniority but is working in another classification.
23 24 25 26 27	e.	The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold AMT seniority but is working in another classification, who meets the qualifications.
28 29 30	f.	The senior employee, bidding the vacancy from any other Association agreement that holds AMT seniority or employees in a stability period, who meet the qualifications.
32 33 34 35	g	The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
36 37	h.	Any other employee or new hire.
38 39 40	I. OSM	Vacancies:
13 11 12 13		andidates for an OSM vacancy will be required to meet the Qualifications listed Article 8 – Qualifications.
14 15 16	pe	mployees first awarded an OSM vacancy shall hold the job on a trial basis for a eriod of ninety (90) work days, excluding all classroom training, in order to emonstrate their ability to perform the required work.

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

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

# J. Filling OSM Vacancies:

- 1. OSM vacancies shall be awarded in the following order:
  - a. The senior employee holding preferential recall prior to the implementation of this Collective Bargaining Agreement to OSM, at that location, under the former TWU Collective Bargaining Agreement.
  - b. The senior employee(s) from the following grouping:
    - Any employee who bids the vacancy and is working as an OSM in another bid area or station.
    - Any OSM employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).
    - Any OSM employee who is on furlough and bids the vacancy from any other station.
  - c. The senior employee, utilizing AMT basic classification seniority bidding the vacancy from within the M&R Collective Bargaining Agreement who holds AMT seniority but is working in another classification or is on furlough.
  - d. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold AMT seniority but is working in another classification, who meets the qualifications.
  - e. The senior employee, bidding the vacancy from any other Association agreement that holds AMT seniority or employees in a stability period, who meet the qualifications.
  - f. The senior employee, bidding the vacancy from any Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
  - g. Any other employee or new hire.

#### K. Cleaner Crew Chief Vacancies:

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

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

2. Employees who do not hold Cleaner Crew Chief seniority at the time of a vacancy, who meet the Qualifications in Article 8 - Qualifications, shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company. The Association shall establish and maintain a list of members for each Company designated location to serve on the panel interview committee for each vacancy sufficient to ensure that there are no delays in the panel interview process. The Company and Union will mutually agree to establish a standard minimum passing score which will be applied to all candidates seeking the vacancy. Each member of the committee will score the candidate's interview results on a numerical scale. Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for one (1) year. The senior candidate, utilizing basic classification seniority who meets the minimum passing score from the panel interview will be selected by the Company.

3. Where there are ten (10) or more qualified candidates, who do not hold Cleaner Crew Chief seniority, the Company may limit the interviews to the ten (10) most senior candidates, utilizing basic classification seniority in the following order:

a. Employees bidding the vacancy from the M&R collective bargaining agreement within the AMT Technical Crew Chief, AMT Crew Chief, AMT, OSM, and Inspector Classifications.

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

 Employees in a stability period are not precluded from bidding on any M&R vacancy which did not exist before on a shift, in a shop, station or location.

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

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

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

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

### M. Cleaner Vacancies:

- 1. Candidates for a Cleaner vacancy who do not hold Cleaner seniority will be required to meet the Qualifications listed in Article 8 Qualifications.
- 2. Employees first awarded a Cleaner vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work.

			ARTICLE 9 – FILLING OF VACANCIES
1 2 3 4	3	ev	employees first awarded a Cleaner vacancy will have their performance aluated prior to the last day of their trial period. Employees who fail to meet erformance expectations will be returned to their previous bid area and shift.
5	N. <u>F</u>	illing	Cleaner Vacancies:
6 7	1	. Cl	eaner vacancies shall be awarded in the following order:
8 9 10 11		a.	The senior employee holding preferential recall prior to the implementation of this Collective Bargaining Agreement to Cleaner, at that location, under the former TWU Collective Bargaining Agreement.
12 13		b.	The senior employee(s) from the following grouping:
14 15 16 17			Any employee who bids the vacancy and is working as a Cleaner in another bid area or station.
18 19 20			<ul> <li>Any Cleaner employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).</li> </ul>
21 22 23			<ul> <li>Any Cleaner employee who is on furlough and bids the vacancy from any other station.</li> </ul>
24 25 26		C.	The senior employee, utilizing Cleaner basic classification seniority working as a Cleaner Crew Chief.
27 28 29 30		d.	The senior employee, utilizing Cleaner basic classification seniority bidding the vacancy from within the M&R Collective Bargaining Agreement who holds Cleaner seniority but is working in another classification.
31 32 33 34 35 36		e.	The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who does not hold Cleaner seniority but is working in another classification, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
37 38		f.	The senior employee, bidding the vacancy from any other Association agreement that holds Cleaner seniority or employees in a stability period, who

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42 43 g. The senior employee, bidding the vacancy from any other Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of

awarding the vacancy.

meet the qualifications.

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h. Any other employee or new hire.

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

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

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

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

# P. Filling GSE Maintenance Technical Crew Chief vacancies:

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

a. The senior employee working as a GSE Maintenance Technical Crew Chief in the same specialty as the vacancy, who bids the vacancy from another bid area or station.

b. The senior employee working as a GSE Maintenance Technical Crew Chief who bids the vacancy from another specialty and is successful in the interview process above.

c. The senior employee, who holds GSE Maintenance Technical Crew Chief seniority but is working in another classification within the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.

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

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

f. The senior employee, who holds GSE Technical Crew Chief seniority but is working in another classification within any other Association agreement, who meets the qualifications and is successful in the interview process above.

2. As of March 26, 2020 a Technical Crew Chief who works within a specialty is not subject to the interview process for that same specialty.

Q. <u>Filling Facilities Maintenance Technical Crew Chief Vacancies:</u>

 Facilities Maintenance Technical Crew Chief vacancies shall be awarded in the following order:

a.	The senior employee working as a Facilities Maintenance Technical Crew Chief
	in the same specialty as the vacancy, who bids the vacancy from another bid
	area or station.

b. The senior employee working as a Facilities Maintenance Technical Crew Chief who bids the vacancy from another specialty and is successful in the interview process above.

c. The senior employee, who holds Facilities Maintenance Technical Crew Chief seniority but is working in another classification within the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.

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

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

f. The senior employee, who holds Facilities Technical Crew Chief seniority but is working in another classification within any other Association agreement, who meets the qualifications and is successful in the interview process above.

g. Any other employee or new hire.

2. As of March 26, 2020 a Technical Crew Chief who works within a specialty is not subject to the interview process for that same specialty.

R. <u>GSE or Facilities Maintenance Crew Chief (former Lead GSE or Plant Maintenance)</u>
Vacancies:

 Candidates for GSE or Facilities Maintenance Crew Chief vacancies who do not hold GSE or Facilities Maintenance Crew Chief seniority will be required to meet the Qualifications listed in Article 8 – Qualifications. The qualification and the interview process below will not apply to any employee who is currently working or has previously worked as a permanent GSE or Facilities Crew Chief.

2. Employees who do not hold GSE or Facilities Maintenance Crew Chief seniority at the time of a vacancy, who meet the qualifications in Article 8 - Qualifications, shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company. The Association shall establish and maintain a list of members for each Company designated location to serve on the panel interview committee for each vacancy

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

sufficient to ensure that there are no delays in the panel interview process. The Company and Union will mutually agree to establish a standard minimum passing score which will be applied to all candidates seeking the vacancy. Each member of the committee will score the candidate's interview results on a numerical scale. Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for twenty-four (24) months. The senior candidate, utilizing basic classification seniority who meets the minimum passing score from the panel interview will be selected by the Company.

- 3. Where there are ten (10) or more qualified candidates, who do not hold GSE or Facilities Maintenance Crew Chief seniority, the Company may limit the interviews to the ten (10) most senior candidates, utilizing basic classification seniority in the following order:
  - a. Employees bidding the vacancy from the M&R collective bargaining agreement within the GSE or Facilities Maintenance Technical Crew Chief and GSE or Facilities Maintenance Mechanic Classifications.
- 4. Employees first awarded a GSE or Facilities Maintenance Crew Chief vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training required for their position, in order to demonstrate their ability to perform the required work, and will be subject to a twelve (12) month stability period with the following exceptions:
  - a. Employees in a stability period are not precluded from bidding on any M&R vacancy which did not exist before on a shift, in a shop, station or location.
  - b. Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.
- 5. All employees first awarded a GSE or Facilities Maintenance Crew Chief vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous bid area and shift.

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

- 1. GSE Crew Chief vacancies shall be awarded in the following order:
  - a. The senior employee working as a GSE Crew Chief who bids the vacancy from another bid area or station.
  - b. The senior employee, who previously worked as GSE Crew Chief but is working in the GSE Technical Crew Chief or GSE Mechanic Classifications.

		ARTICLE 9 – FILLING OF VACANCIES
1 2 3 4 5	C.	The senior employee, utilizing GSE basic classification seniority working as a GSE Mechanic, or GSE Technical Crew Chief bidding the vacancy who meets the qualifications and is successful in the interview process as described above.
6 7 8 9	d.	The senior employee, utilizing Facilities Maintenance basic classification seniority working as a Facilities Mechanic, Facilities Technical Crew Chief or Facilities Crew Chief, bidding the vacancy who meets the qualifications and is successful in the interview process as described above.
11 12 13	e.	The senior employee, who holds GSE Crew Chief seniority but is working in another classification within any other Association agreement.
14 15 16 17 18 19	f.	The senior employee, bidding the vacancy working as an MSP or from any other Association agreement, who meets the qualifications and is successful in the interview process as described above. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
20 21	g.	Any other employee or new hire.
22 23	T. <u>Filling</u>	Facilities Crew Chief Maintenance Vacancies:
24	1. Fa	cilities Crew Chief vacancies shall be awarded in the following order:
25 26 27 28	a.	The senior employee working as a Facilities Crew Chief who bids the vacancy from another bid area or station.

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

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- f. The senior employee, bidding the vacancy working as an MSP or from any other Association agreement, who meets the qualifications and is successful in the interview process as described above. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
- g. Any other employee or new hire.

#### U. GSE Maintenance Mechanic Vacancies:

- 1. Candidates for a GSE Maintenance Mechanic vacancy who do not hold GSE/Facilities Maintenance Group seniority will be required to meet the Qualifications listed in Article 8 Qualifications. All employees listed on the seniority list as a GSE or Facilities Mechanic, Technical Crew Chief, or Crew Chief as of March 26, 2020, will be considered qualified in all specialties and will be subject to a ninety (90) work day trial period, as described in Paragraphs U (2) and U (3) below, when awarded any specialty vacancy in which they have not previously worked.
- 2. Employees first awarded a GSE Mechanic vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work.
- 3. All employees first awarded a GSE Mechanic vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous bid area and shift.

#### V. Filling GSE Maintenance Mechanic Vacancies:

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

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

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

#### W. Facilities Maintenance Mechanic Vacancies:

- 1. Candidates for a Facilities Maintenance Mechanic vacancy who do not hold GSE/Facilities Maintenance Group seniority will be required to meet the Qualifications listed in Article 8 Qualifications. All employees listed on the seniority list as a GSE or Facilities Mechanic, Technical Crew Chief, or Crew Chief as of March 26, 2020, will be considered qualified in all specialties and will be subject to a ninety (90) work day trial period, as described in Paragraphs W (2) and W (3) below, when awarded any specialty vacancy in which they have not previously worked.
- 2. Employees first awarded a Facilities Maintenance Mechanic vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work.
- 3. All employees first awarded a Facilities Maintenance Mechanic vacancy will have their performance evaluated prior to the last day of their trial period. Employees

## <u>ARTICLE 9 – FILLING OF VACANCIES</u>

who fail to meet performance expectations will be returned to their previous bid area and shift.

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### X. Filling Facilities Maintenance Mechanic Vacancies:

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1. Facilities Maintenance Mechanic vacancies shall be awarded in the following order:

a. The senior employee holding preferential recall prior to the implementation of this Collective Bargaining Agreement to Facilities, at that location, under the former TWU Collective Bargaining Agreement.

b. The senior employee(s) from the following grouping:

 Any employee who bids the vacancy and is working as a Facilities Mechanic (\*) in the same specialty.

 Any Facilities employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).

 Any Facilities employee in the same specialty who is on furlough and bids the vacancy from any other station.

c. The senior employee working as a Facilities Mechanic (\*) who bids the vacancy from another specialty.

d. The senior employee, utilizing Facilities basic classification seniority, who is working as a Facilities Maintenance Technical Crew Chief or Facilities Maintenance Crew Chief (\*), bidding the vacancy who meets the qualifications.

e. The senior employee, utilizing GSE/Facilities Maintenance group seniority bidding the vacancy, but is working in any other GSE/Facilities/MSP classification, who meets the qualifications.

f. The senior employee, bidding the vacancy from within the M&R Collective Bargaining Agreement who holds GSE/Facilities Maintenance group seniority but is working in another classification who meets the qualifications.

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

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h. The senior employee, bidding the vacancy from any other Association agreement that holds GSE/Facilities Maintenance group seniority or employees in a stability period who meet the qualifications.

- i. The senior employee, bidding the vacancy from any Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
- j. Any other employee or new hire.
- \*Note: (Including employees working as a dual qualified Mechanic or Crew Chief)

### Y. MSP GSE Vacancies:

- 1. Candidates for an MSP vacancy who do not hold GSE or Facilities maintenance seniority will be required to meet the Qualifications listed in Article 8 Qualifications.
- 2. Employees first awarded an MSP vacancy shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work.
- 3. All employees first awarded an MSP vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous bid area and shift.

### Z. Filling MSP GSE Vacancies:

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

 classification or is on furlough.

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# **ARTICLE 9 – FILLING OF VACANCIES**

	d.	The senior employee, bidding the vacancy from any other Association agreement that holds GSE/Facilities maintenance classification seniority or employees in a stability period, who meet the qualifications.	
	e.	The senior employee, bidding the vacancy from any Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.	
	f.	Any other employee or new hire.	
١.	MS	SP Facilities Vacancies:	
1.	. Candidates for an MSP vacancy who do not hold GSE or Facilities maintenance group seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.		
2.	Employees first awarded an MSP Facilities vacancy shall hold the job on a tria basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work.		
3.	All employees first awarded an MSP Facilities vacancy will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous bid area and shift.		
	Filling MSP Facilities Vacancies:		
1.	MSP Facilities vacancies shall be awarded in the following order:		
	a. The senior employee(s) from the following grouping:		
		<ul> <li>Any employee who bids the vacancy and is working as an MSP (Facilities) in another bid area or station.</li> </ul>	
		<ul> <li>Any MSP (Facilities) employee who has this station designated (automatic bid on file) as their recall station if on furlough status (Article 12 - Recall).</li> </ul>	
		<ul> <li>Any MSP (Facilities) employee who is on furlough and bids the vacancy from any other Station.</li> </ul>	
	b.	The senior employee, utilizing GSE/Facilities basic classification seniority bidding the vacancy from within the M&R Collective Bargaining Agreement who holds GSE/Facilities Maintenance group seniority but is working in another	

c. The senior employee, bidding the vacancy from within the M&R Collective

d. The senior employee, bidding the vacancy from any other Association

Bargaining Agreement who does not hold GSE/Facilities maintenance group seniority but is working in another classification, who meets the qualifications.

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6 7		agreement that holds GSE/Facilities maintenance classification seniority or employees in a stability period, who meet the qualifications.
8 9 10 11 12		e. The senior employee, bidding the vacancy from any Association agreement, who meets the qualifications. The earliest basic classification seniority date will be used to determine who is senior for the purpose of awarding the vacancy.
13 14		f. Any other employee or new hire.
15 16 17	CC.	Failure to pass his trial period shall restrict an employee from bidding into the respective classification for six (6) months.
18 19 20 21 22 23 24	DD. If an employee fails to pass the trial period on the second attempt, such e will not be eligible to bid the position for twelve (12) months. Addition employee must demonstrate his efforts to gain the required knowledge a enabling him to pass the trial period, (e.g., school, CBT, other training, e to a third attempt. A fourth and subsequent attempt may only occur on a basis, and each requires the described demonstrated effort by the employer.	
25 26	EE.	Temporary Crew Chief:
27 28 29 30		<ol> <li>The Company may temporarily (i.e. thirty (30) work days or less) upgrade a Mechanic to Inspector or Crew Chief on the basis of seniority on the crew when one (1) of the following conditions exist:</li> </ol>
31 32 33		a. When the Company is unable to secure overtime within two (2) hours of the absent employee's shift start time.
34 35		b. For new jobs not expected to last more than thirty (30) work days.
36 37 38		<ul> <li>For permanent vacancies in the Inspector or Crew Chief classification (i.e., upgrading during the bidding period).</li> </ul>
39 40 41		<ul> <li>d. Cleaners may be upgraded to Crew Chiefs in their classification under the same conditions as above.</li> </ul>
41 42 43 44 45 46	2.	Upgraded employees will receive a minimum of eight (8) hours pay at the applicable rate for the higher classification. If the senior employee declines the job, the next senior employee (and down the roster) will be offered the job. It is understood that employees who are upgraded will not work overtime in the higher classification if a permanent Inspector or Crew Chief is available for overtime.
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- 3. In the event that all employees refuse the upgrade, the supervisor may lead, direct and assign those employees who are in excess of the Crew Chief to Basic Classification ratio. However, the supervisor's involvement is limited to the foregoing and he is prohibited from performing productive work.
- 4. A Temporary Crew Chief may be selected for a known vacancy of limited duration lasting from thirty (30) to ninety (90) days. The Temporary Crew Chief position will be selected from candidates within the Basic Classification and station where the vacancy exists. The selection of the Temporary Crew Chief will be the same process as a posted Crew Chief vacancy.
  - a. At the completion of the temporary assignment, the employee will be returned to his former Basic Classification and bid area.

#### FF. Temporary Transfer Provisions:

- 1. No employee will be forced into a permanent or temporary transfer outside of his station.
- 2. The Company shall solicit volunteers, in seniority order, to work another bid area within their station for which they are qualified. In the event of insufficient volunteers, the Company will assign employees in inverse seniority order. Such assignment can only be to a shift with a start time within one (1) hour of their scheduled start time and not to exceed a period of twenty-eight (28) work days. The needs of the service shall dictate when transfers shall be made, and no arbitrary transfers shall be affected. If there is a need for an extension beyond the twenty-eight (28) work days the Company and the IAM General Chairman/TWU Local President must mutually agree on the terms of the extension. For transfers in excess of one (1) full shift employees shall receive written notice of the expected duration of the transfer.
- 3. When the Company determines that there is a surplus of employees in one bid area, or more, and a corresponding shortage in another bid area(s) within the Tulsa Base, based on the needs of service, the Company may reallocate manpower utilizing a local realignment. In the event of such realignment, the company will first solicit volunteers from the bid area with the overage to fill those needed positions in the bid area(s) where the shortage exists, in seniority order. In the event there are insufficient volunteers, the remaining openings will be filled, in seniority order, from those junior employees in the bid area with the surplus to the bid area(s) where the shortage(s) exist.
- 4. In the event an employee is temporarily transferred in accordance with paragraph FF (2) of this Article to a bid area that provides a premium (e.g. line premium) the employee will receive such premium for the duration of the temporary transfer.

1	GG.	Specialties:
2 3 4	1.	AMT Tech Crew Chief specialties are as follows:
5 6 7 8 9 10		<ul><li>a. Systems</li><li>b. Structures</li><li>c. General</li><li>d. Landing Gear</li><li>e. Avionics</li><li>f. Power Plant</li></ul>
11 12 13	2.	GSE Tech Crew Chief
14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	3.	Facilities Tech Crew Chief specialties a. HVAC b. Jet Bridge c. Central Utility Plant d. Fire System e. Paint f. General g. Bagroom h. 400hz i. Millwright j. Plumber/Welders k. Electrician l. Electronics m. Boiler Room
29 30	4.	Facilities specialties are as follows:
31 32 33 34 35 36 37 38 39 40 41 42		<ul> <li>a. Carpenter</li> <li>b. Electrician</li> <li>c. Electronics Technician</li> <li>d. HVAC Technician</li> <li>e. Lock and Key</li> <li>f. Millwright</li> <li>g. Painter</li> <li>h. Plumber</li> <li>i. Stationary Operating Engineer</li> <li>j. Welder</li> <li>k. Industrial Waste Treatment</li> <li>l. Hazardous waste</li> </ul>
43 44	HH.	Senior Quality Assurance Auditor:

#### <u>ARTICLE 9 – FILLING OF VACANCIES</u>

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

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location.

- b. Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.
- 8. All employees first awarded a Senior QA Auditor position will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous job.

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

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

- 1. The senior employee working as a Senior Quality Assurance Auditor who bids the position.
- 2. The senior employee, who holds QA Auditor seniority, (including those on furlough) who bids the position, who meets the qualifications and is successful in the interview process above.
- 3. The senior employee, who holds QA Auditor seniority, (including those on furlough) who bids the position, who does not meet the qualifications (including those in a stability period) and is successful in the interview process above.
- 4. The senior employee, who does not hold QA Auditor seniority, who bids the position from the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.
- 5. The senior employee, who does not hold QA Auditor seniority, who bids the position and is covered by another Association agreement, and who meets the qualifications and is successful in the interview process above.
- 6. Any other employee or new hire.

#### JJ. Quality Assurance Auditors:

- 1. Candidates for a QA Auditor position who do not hold QA Auditor seniority will be required to meet the Qualifications listed in Article 8 Qualifications.
- 2. Employees who do not hold QA Auditor seniority at the time of a vacancy, who meet the qualifications in Article 8 Qualifications, shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company. The Association shall establish and maintain a list of members for each Company designated location

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### <u>ARTICLE 9 – FILLING OF VACANCIES</u>

to serve on the panel interview committee for each position sufficient to ensure that there are no delays in the panel interview process. The Company and Union will mutually agree to establish a standard minimum passing score which will be applied to all candidates seeking the position. Each member of the committee will score the candidate's interview results on a numerical scale. Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for one (1) year. The senior candidate who meets the minimum passing score from the panel interview will be selected by the Company.

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

a. Those employees bidding the position from the M&R collective bargaining agreement.

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

c. Any other employee or new hire.

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

a. Employees in a stability period are not precluded from bidding on QA Auditor positions, which did not exist before on a shift, in a shop, station or location, or on a Senior QA Auditor position.

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

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

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KK. Filling Quality Assurance Auditors Vacancies:

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

43 44 45 1. The senior employee, who holds QA Auditor seniority, (including those on furlough) who bids the position.

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#### <u>ARTICLE 9 – FILLING OF VACANCIES</u>

- 2. The senior employee, who does not hold QA Auditor seniority, bidding the position from the M&R collective bargaining agreement, who meets the qualifications and is successful in the interview process above.
- 3. The senior employee, who does not hold QA Auditor Seniority, bidding the position and is covered by another Association agreement, and who meets the qualifications and is successful in the interview process above.
- 4. Any other employee or new hire.

# LL. Senior Technical Documentation Specialists:

- 1. Candidates for a Senior Technical Documentation Specialists position will be required to meet the Qualifications listed in Article 8 Qualifications.
- Qualified candidates shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company.
- 3. The Association shall establish and maintain a list of members for each Company designated location to serve on the panel interview committee for each position, sufficient to ensure that there are no delays in the panel interview process.
- 4. The Company and Union will mutually agree to establish a standard minimum passing score which will be applied to all candidates seeking the position.
- 5. Each member of the committee will score the candidate's interview results on a numerical scale.
- 6. Each committee member's score will be totaled and averaged to establish the candidate's total score. Panel interview scores will remain valid for one (1) year.
- 7. The senior candidate who meets the minimum passing score from the panel interview will be selected by the Company.
- 8. Where there are ten (10) or more qualified candidates, the Company may limit the interviews to the ten (10) most senior candidates in the following order:
  - a. Those employees bidding the position that hold Technical Documentation Specialists seniority. If more than ten (10) Technical Documentation Specialists bid the position and the ten (10) senior employees fail the interview process, then the company must interview the remaining Technical Documentation Specialists employees who had bid the position. In no case will any other employee be awarded a Senior Technical Documentation

Specialists position over an existing Technical Documentation Specialists who has bid the position.

- b. Those employees bidding the position from the M&R collective bargaining agreement.
- c. Those employees bidding the position from any other Association Collective Bargaining Agreement.
- d. Any other employee or new hire.
- 9. Employees first awarded a Senior Technical Documentation Specialists position shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work, and will be subject to a twelve (12) month stability period with the following exceptions:
  - a. Employees in a stability period are not precluded from bidding on Senior or Technical Documentation Specialists positions, which did not exist before on a shift, in a shop, station, or location.
  - b. Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.
  - 10 All employees first awarded a Senior Technical Documentation Specialists position will have their performance evaluated prior to the last day of their trial period. Employees who fail to meet performance expectations will be returned to their previous job.
- MM. Filling Senior Technical Documentation Specialists Vacancies:
  - 1. Senior Technical Documentation Specialists vacancies shall be awarded in the following order:
    - a. The senior employee working as a Senior Technical Document Specialist who bids the position.
    - b. The senior employee holding Technical Documentation Specialists seniority (including those on furlough) who bids the position, who meets the qualifications and is successful in the interview process above.
    - c. The senior employee, who holds Technical Document Specialist seniority, (including those on furlough) who bids the position, who does not meet the qualifications (including those in a stability period) and is successful in the interview process above.

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- ecialists position who do not hold will be required to meet the
- entation Specialists seniority at ons in Article 8 - Qualifications, ew committee that will be ected by the Association and the maintain a list of members for the panel interview committee are no delays in the panel Il mutually agree to establish a applied to all candidates mittee will score the candidate's mmittee member's score will be e's total score. Panel interview enior candidate who meets the w will be selected by the
- didates who do not hold the Company may limit the interviews to the ten (10) most senior candidates in the following order:
  - a. Those employees bidding the position from the M&R collective bargaining agreement.
  - b. Those employees bidding the position from any other Association Collective Bargaining Agreement.
  - c. Any other employee or new hire.

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4. Employees first awarded a Technical Documentation Specialists position shall

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

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

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

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

OO. Filling Technical Documentation Specialists Vacancies:

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

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

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

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

d. Any other employee or new hire.

PP. <u>Senior Maintenance Planner:</u>

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

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

- The Association shall establish and maintain a list of members for each Company designated location to serve on the panel interview committee for each position, sufficient to ensure that there are no delays in the panel interview process.
- 5
   4. The Company and Union will mutually agree to establish a standard minimum passing
   score which will be applied to each candidate.
   7
- 5. Each member of the committee will score the candidate's interview results on a numerical scale.
- 10 6. Each committee member's score will be totaled and averaged to establish the candidate's total score.
- 7. Panel interview scores will remain valid for one (1) year. The senior candidate who meets the minimum passing score from the panel interview will be selected by the Company.
  - 8. Where there are ten (10) or more qualified candidates, the Company may limit the interviews to the ten (10) most senior candidates in the following order:
    - a. Those employees bidding the position that hold any Planner seniority. If more than ten (10) Planners bid the position and those ten (10) senior employees fail the interview process, then the company must interview the remaining Planners who had bid the position. In no case will any other employee be awarded a Senior Planner position over an existing Planner who has bid the position.
    - b. Those employees bidding the position from the M&R collective bargaining agreement.
    - c. Those employees bidding the position from any other Association Collective Bargaining Agreement.
    - d. Any other employee or new hire.

- 9. Employees first awarded a Senior Maintenance Planner position shall hold the job on a trial basis for a period of ninety (90) work days, excluding all classroom training, in order to demonstrate their ability to perform the required work, and will be subject to a twelve (12) month stability period with the following exceptions:
  - a. Employees in a stability period are not precluded from bidding on Senior or Planner positions, which did not exist before on a shift, in a shop, station, or location.
  - b. Employees who are bumped or displaced will not be subject to a stability period upon exercising seniority or being furloughed.
- 10. All employees first awarded a Senior Maintenance Planner position will have their performance evaluated prior to the last day of their trial period. Employees who fail to

meet performance expectations will be returned to their previous job.

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# QQ. Filling Senior Maintenance Planner Vacancies:

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

a. The senior employee working as a Senior Maintenance Planner who bids the position.

b. The senior employee who holds any Planner seniority (including those on furlough) who bids the position and is successful in the interview process above.

c. The senior employee, who holds Planner seniority, (including those on furlough) who bids the position, who does not meet the qualifications (including those in a stability period) and is successful in the interview process above.

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

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

f. Any other employee or new hire.

# RR. Maintenance Planner:

 Candidates for a Maintenance Planner position who do not hold Planner seniority will be required to meet the Qualifications listed in Article 8 – Qualifications.

2. Employees who do not hold Planner seniority at the time of a vacancy, who meet the qualifications in Article 8 – Qualifications, shall advance to an interview by a panel interview committee that will be comprised of an equal number of members selected by the Association and the Company.

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

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

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

(	3.	Each committee candidate's total s		score	will	be	totaled	and	averaged	to	establish	the
7	7.	Panel interview so	cores will re	emain	valid	for	one (1)	year	. The senio	or c	andidate v	who

Company.

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

meets the minimum passing score from the panel interview will be selected by the

a. Those employees bidding the position from the M&R collective bargaining agreement.

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

c. Any other employee or new hire.

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

a. Employees in a stability period are not precluded from bidding on any Planner positions, which did not exist before on a shift, in a shop, station or location, or on a Senior Planner position.

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

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

SS. <u>Filling Maintenance Planner Vacancies:</u>

a. The senior employee who holds any Planner seniority (including those on furlough) who bids the position.

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

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

# **ARTICLE 9 – FILLING OF VACANCIES**

- c. The senior employee, who does not hold Planner seniority, who bids the position and is covered by another Association Agreement, and who meets the qualifications and is successful in the interview process above.
- d. Any other employee or new hire.

# TT. Bid and Award Process:

- 1. The process for identifying and awarding vacancies will be conducted on a weekly cycle as follows for all applicable classifications:
  - a. On Saturday of each week at 00:01 CST, the Company will post an online notification list of the stations/locations/shops declaring vacancies for that week.
    - The list will include the actual number of declared vacancies.
    - The transfer list standing will be dynamic during the week and will be shown via the online tool in seniority order.
  - b. The transfer list for those listed vacancies will be closed on the following Tuesday at 23:59 CST and a snapshot of the list will be taken at that time.
  - c. The employee may add or remove his standing transfer request or change the order of preference anytime during the above timeframe (Sat. 00:01 CST to Tuesday 23:59 CST).
  - d. All necessary paperwork (e.g. Work Experience Review form and supporting documents) will be required to be complete online prior to the vacancy being awarded.
  - e. Employees will have seven (7) days after the posting closes (Thursday at 23:59 CST) to provide the necessary paperwork. Note: Employees do not have to wait until the posting closes; they may send the documents at the time that they add their name to the transfer list.
  - f. Employees without paperwork will not be considered qualified and will not be awarded a vacancy.
  - g. Employees with incomplete paperwork, or who do not meet the experience requirements, as determined by the WER Panel, will not be considered qualified, and will not be awarded the vacancy.
  - h. Any employee whose name appears on the list after Tuesday at 23:59 CST may refuse the transfer by removing his name from the list by Thursday at 23:59 CST.

1 2 3 4		If the employee does not remove his name from the list during this forty-eight (48) hour period, and is awarded a vacancy, he will be considered to have accepted the position.
5 6	i.	The employee will be notified during JetNet sign-in of the final award.
7 8	j.	Employees will also be sent an email notification to their aa.com email address.
9  0  1	k.	Once the final award has been posted and employee notified via JetNet, the Company cannot subsequently rescind the award.
2  3  4	l.	The employee must report to the station awarded on the specified date unless mutually agreed to by the Company and the Union.

#### **ARTICLE 10 – PROBATIONARY PERIOD**

A. New employees shall be regarded as probationary employees for the first ninety (90) work days of their employment, and there shall be no responsibility on the part of the Company for the re-employment of probationary employees if they are discharged or laid off during this period. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in order of the date of their original hiring at the point and on the system seniority roster. The Company will furnish the TWU Local President, IAM General Chair, and Local Union Representative with the names, classification, department, and rate of pay of all new employees on the first (1st) of each month.

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B. In the event a probationary employee is granted a leave of absence, upon the employees return to work the probationary period will be extended by the number of work days remaining to complete the probationary period.

C. Probationary employees may be released at the Company's discretion and no probationary employee shall have the right to grieve any such action of the Company.

D. If a probationary employee is released and is rehired within a period not exceeding his previous service, his previous time worked will count towards the completion of his probationary period.

# **ARTICLE 11 - SENIORITY**

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

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

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

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

D. Employees working in a higher classification will also progress through the lower classification pay scale. Employees working in a lower classification will not progress through a higher classification pay scale.

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

1. He quits, resigns or retires.

2. He is discharged for just cause.

3. He does not inform the Company of his intent to return to work, or the employee fails to report to work in accordance with Article 12 – Recall.

4. He fails to return from a leave of absence within the scheduled period.

5. Otherwise provided for in this Agreement.

# **ARTICLE 11 - SENIORITY**

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

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G. All references in this Agreement to seniority will mean Classification Seniority, except where specific reference is made to Company or Pay seniority.

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H. Upon ratification of this Agreement, the initial combined seniority lists resulting from the merger of American Airlines and US Airways covering the classifications contained therein shall become effective and shall govern seniority under the terms of this Agreement.

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I. Seniority under this Agreement shall be by Basic Classification(s) listed below and shall accrue from the date of entering a classification on a regular assignment. Employees new to the Planner/Tech Doc and QA Auditor classification shall appear in order below the ranked employees listed on the initial combined seniority list.

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- 1. QA Auditor & Senior QA Auditor
- 2. Aviation Maintenance Technician & OSM
- 3. GSE/Facilities Maintenance Mechanic & GSE/Facilities MSP
- 4. Planner/Technical Documentation Specialists & Senior Planner/Technical Documentation Specialists
- 5. Cleaner

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J. Premium Classification seniority under this Agreement shall be established for employees new to the classification(s) listed below utilizing their basic classification date upon entry into the classification and shall appear in order with other employees' basic classification dates below the ranked employees listed on the initial combined seniority list. This provision is effective for establishment of Premium Classification seniority following the issuance of the final combined seniority lists published June 15, 2017.

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- 1. Inspector
- 2. Technical Crew Chief AMT & Crew Chief AMT
- 3. Technical Crew Chief GSE/Facilities & Crew Chief GSE/Facilities
- 4. Crew Chief Cleaner

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39 K. Employees who occupy a ranked position in the Premium Classification of Inspector, Technical Crew Chief AMT, Crew Chief AMT, Technical Crew Chief GSE/Facilities, or 40 41 Crew Chief GSE/Facilities shall, upon voluntarily moving to any other position covered 42 under this or any Association Agreement, be removed from the ranked status on the 43 Premium Classification seniority list. Should that same employee subsequently 44 reenter the Premium Classification, he shall establish seniority in that classification in 45 the same manner as other employees who enter the classification for the first time as described herein. 46

#### **ARTICLE 11 - SENIORITY**

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L. The Company shall post a seniority list by the last day of January of each year and employees or the Association may protest any omission or error affecting any employee's seniority within thirty (30) days of the current posting. Such lists, published by Group or Classification, will provide, at minimum, the name, employee number, seniority number, Classification seniority date, Company seniority date, job classification, and station of each employee, covered under this Agreement. Any employee on leave at the time of posting will have a period of thirty (30) days from his date of return to service to file a protest.

- M. An employee having Classification seniority who moves to a position in a classification of work in this or another Association Agreement within the Company will continue to accrue Classification seniority in the Classification and Group from which he transferred.
- N. Employees covered by this Agreement may be assigned to special projects in the interest of the Company that are outside the normal scope of their duties. Employees assigned to such projects shall continue to be covered by this Agreement during the term of the assignment. The Company shall advise, meet and/or confer with the Association prior to any such assignment of an employee or employees to discuss the nature of the project and any conditions that may be associated with the assignment. Employees on special assignments initiated under the conditions described in this paragraph shall retain and continue to accrue all seniority while on the assignment.
- O. Employees may be assigned on a voluntary basis to supervisory or managerial duties (except the issuance of discipline) that are considered short term in nature. The Company will not create a personnel documentation change for employees assigned under these terms and the employees shall be considered to be part of the bargaining unit during the term of the assignment. Employees assigned under the conditions described in this paragraph shall retain and accrue seniority for a total of sixty (60) work days measured over the duration of their career. Any employee who exceeds sixty (60) work days in any supervisory or managerial assignment described in this paragraph shall lose all seniority under this Collective Bargaining Agreement and any other Association Collective Bargaining Agreement containing these same provisions. The Company shall provide a monthly report to the Association that records all persons assigned under this paragraph and the days of the assignment(s).
- P. Employees who transfer to any position outside of the coverage of any Association Collective Bargaining Agreement, other than those assignments described in paragraphs (M) and (N) above shall continue to retain and accrue seniority for a period not to exceed ninety (90) days measured over the duration of their career. Any such employee who exceeds ninety (90) days, measured over their career, shall lose all seniority under this Collective Bargaining Agreement and any other Association Collective Bargaining Agreement containing these same provisions.

### **REDUCTION IN FORCE:**

A. Unless otherwise specified in this Agreement:

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

B. In the event of the geographical relocation in whole or in part of any of the work performed by employees covered by this Agreement, employees affected will be given an opportunity to transfer to the new location. Affected employees transferring to the new location will be provided the American Airlines Level 1-2 employee relocation policy in effect as of March 26, 2020. In the event the Company enhances the relocation policy during the life of this agreement, such enhancements will apply to employees covered by this agreement. Employees so transferred shall suffer no loss of seniority or pay, nor any reduction in classification or hourly rate.

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

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

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

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

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

### **BUMPING PROVISIONS**

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

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

B. Unable to Exercise Premium Classification Seniority (Technical Crew Chief, Inspector, any Crew Chief or Senior Position within location) - Employees who are unable to exercise their Premium Classification seniority within their Group and station, as described above must:

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

OR

 2. Exercise their seniority and bump the most junior employee in any bid area in their Grouping and station and in their basic classification, provided they are qualified for that position.

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

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

1. Accept furlough,

OR

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

OR

- 3. Bump the most junior employee in another Classification Group if seniority is held in that Grouping at the original station bumped or abolished from.
- D. If unable to exercise b or c above, then the following options are available:
  - 1. Bump the most junior employee in another Association Classification Group if seniority is held in that grouping in their station,

OR

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

OR

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

OR

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

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

- 5. Employees may not bump from a lower Basic Classification to a higher Basic Classification (e.g. Cleaner to Stores or Mechanic, or Stores to Mechanic), or from a Basic Classification to a Premium Classification (e.g. Mechanic to Crew Chief, Mechanic to Inspector, etc.)
- 6. Employees who are bumped will move to their new bid area within twenty-five (25) days, starting from the day they sign their bump notice; so long as SIDA badge requirements are met per Article 21 Issuance of SIDA badge.
- 7. If, after the stated time limits have expired and the employee has not moved,

he shall receive the rate of pay of the awarded position, or current pay if higher, and the applicable overtime until he has moved to the awarded job or he is awarded another bid.

### RECALL

A. Recall following a furlough shall be by Basic Classification. An employee, who accepts furlough, may only have recall to one station at any given time and will have recall to that station for all classifications for which he has seniority.

B. An employee's recall station shall be defined as that station an employee selects from any station from which he was reduced. Employees will not be permitted to change their recall station unless their existing recall station is closed.

C. An employee on furlough status will only be recalled to his recall station, unless he is awarded a bid, via the automated bid/recall system for any other vacancy.

D. All employees electing furlough due to a reduction in force will maintain a current address and phone number with the Company. Any change in address and/or phone number must be updated on JetNet or by calling Team Member Service Center at 1-800-447-2000.

E. In the event the Company no longer staffs employees covered by this Agreement at an employee's recall station, all employees now and hereafter on furlough from such station or who have selected such station as their recall station will be required to select a new recall station, first from any other station from which he was reduced if still active, and, if none, then from any other active maintenance station. This change of designated recall station must be made in the Company's automated bid/recall system within thirty (30) days of written notice from the Company. Notification to the employee will be by certified or registered United States mail, return receipt requested, or by United Parcel Service or equivalent, confirmation of delivery requested. Failure to comply with the above will result in loss of employee's seniority and employment status. Should the Company resume staffing of employees covered by this Agreement into an inactive station, then the employee, if reduced from that station and still on furlough, can elect through the notification procedures above to designate such station as his recall station.

F. An employee on furlough status holding seniority in more than one (1) Basic Classification, who refuses recall to one (1) of those classifications in their designated recall station, will be removed from that seniority list.

G. The Company will consider qualified furloughed covered employees for vacancies under the Agreement prior to hiring new employees to fill such vacancies.

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

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

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

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

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

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

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

- O. TWU represented employees who hold a recall/reassignment, under the 2012 AA/TWU Agreement, as of the Date of Ratification of this Agreement, will maintain those rights until such time their rights are exhausted.
- P. Accrual of seniority for pay purposes shall not exceed ninety (90) days for employees
   who are furloughed.

# Voluntary Separation in Lieu of Furlough

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

# **ARTICLE 13 - FURLOUGH BENEFITS**

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

- 1. The requirement of notice will not apply to a furlough caused by one of the conditions listed in paragraph B (2) of this article.
- 2. Any employee with one (1) year or more of service who is furloughed will receive furlough allowance. The amount of furlough allowance payable under this Article to employees eligible is contained in the following table and will be based on length of compensated service with the Company from date of employment and will be in addition to all other benefits in this Agreement.
- 3. Full Time Computation and Method of Payment: A week of furlough allowance shall be computed on the basis of the employee's base hourly rate at the time of his employment interruption multiplied by forty (40) hours. Furlough allowance shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continue to be paid until the employee is recalled or the furlough allowance entitlement is exhausted, whichever occurs sooner.

21			
22	If employee has completed:	<u>Furlough</u>	Allowance:
23	1 year of service	1	weeks
24	2 years of service	2	weeks
25	3 years of service	3	weeks
26	4 years of service	4	weeks
27	5 years of service	5	weeks
28	6 years of service	6	weeks
29	7 years of service	7	weeks
30	8 years of service	8	weeks
31	9 years of service	9	weeks
32	10 years of service	10	weeks
33	11 years of service	12	weeks
34	12 years of service	13	weeks
35	13 years of service	14	weeks
36	14 years of service	15	weeks
37	15 years of service	17	weeks

- B. Disallowances: Furlough allowance shall not be paid when the employee:
  - 1. Is discharged for just cause, retires or resigns.

#### **ARTICLE 13 - FURLOUGH BENEFITS**

- 2. Furlough allowance will not be paid if the furlough is the result of an act of God, a national war emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of the Company's aircraft for safety reasons, a strike or picketing causing a temporary cessation of work, however, employees will be allowed to exercise all rights per Article12 Recall.
- Elects to exercise any seniority, bumping or transfer afforded him under this Agreement to remain in active service with the carrier or accepts employment offered by the carrier.
- C. An employee returning to the service of the Company after being on furlough shall be credited upon re-employment with any unused furlough allowance or, if it results in a greater amount, up to a maximum of five (5) weeks of furlough allowance computed as provided in paragraph (A) above, and based on his prior period of service. In the event he is again furloughed under conditions entitling him to furlough allowance, he shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service, plus such amount credited to him upon re-employment.
- D. Employees who are on furlough and their dependents shall continue to participate in the Company's group medical/dental and life insurance programs for a period of ninety (90) days following their last compensable day under this Agreement provided the employee continues to pay his/her portion of the costs at active employee rate.
- E. Employees involuntarily furloughed on or after the effective date of this agreement will receive on-line non-revenue travel privileges for themselves and eligible family members while on furlough for a period not to exceed three (3) years following their last compensable day under this Agreement. All other travel privileges will be governed by the Company's non-revenue travel policy.
- F. Employees who have been on furlough for more than five (5) years will not be eligible for travel under the Company's sixty-five (65) Point Plan, unless the employee returns to active service for a minimum of six (6) months.
- G. Employees, with five (5) years or more of credited service, who are furloughed and who reach age fifty-five (55), may retire from furlough status, provided recall rights have not expired, and receive retirement benefits (e.g. medical, dental, and term pass benefits).

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#### **ARTICLE 14 – HOURS OF SERVICE**

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

### **ARTICLE 14 – HOURS OF SERVICE**

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

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

### **ARTICLE 14 – HOURS OF SERVICE**

(excluding block vacation and sick) to make up his wages for time missed when absent due to adverse conditions.

4. If any of the above applies, an employee will not be charged with an absence/tardiness under the attendance control policy.

L. Airport or Facility Closure - Employees will be notified by the Company of the closure and shall receive a minimum of half of their regular scheduled hours pay at the regular hourly rates, unless notified that there will be no work at the close of the last shift he worked, or sixteen (16) hours before the start of his regular work shift, whichever period is shorter. The employee at his option may use any other compensated time off (excluding block vacation and sick) to make up his wages.

M. As a result of severe weather/natural disaster, the Company may at its discretion provide hotel rooms, meal vouchers and transportation, to and from, the hotel to those employees necessary to maintain the operation.

N. Employees working a standard shift shall be granted an uninterrupted thirty (30) minute unpaid meal period, except when a longer period is agreed upon between the parties (the Company and Local Union), to begin not earlier than three (3) hours after the commencement of the scheduled shift and not end later than five and one-half (5 ½) hours after the commencement of the scheduled shift. Every reasonable effort will be made to allow all employees to take their meal period as scheduled. However, if the meal period is interrupted, due to operational necessity, he will be paid an additional thirty (30) minutes at the rate of time and one-half (1.5X) and the employee will then be rescheduled for an uninterrupted meal period beginning no later than six and one-half (6 ½) hours after the commencement of the scheduled shift.

O. Employees working a scheduled shift longer than the standard shift shall be granted an uninterrupted thirty (30) minute unpaid meal period, except when a longer period is agreed upon between the parties (the Company and Local Union), to begin not earlier than four (4) hours after the commencement of the scheduled shift and not end later than six and one-half (6 ½) hours after the commencement of the scheduled shift. Every reasonable effort will be made to allow all employees to take their meal period as scheduled. However, if the employee's meal period is interrupted, due to operational necessity, he will be paid an additional thirty (30) minutes at the rate of time and one-half (1.5X) and the employee will then be rescheduled for an uninterrupted meal period beginning no later than seven and one-half (7 ½) hours after the commencement of the scheduled shift.

P. To the extent applicable law requires that employees covered by this Agreement be provided with different break and meal periods than are set forth in this Agreement, and such law cannot be waived by the parties, an employee shall be entitled to the more generous break and meal period schedule provided by applicable law or this Agreement.

#### **ARTICLE 14 – HOURS OF SERVICE**

Q. Employees who work in a location that changes to Daylight Saving Time, will on the date and shift that Daylight Saving Time goes into effect, work their regularly scheduled number of hours. Employees who work in a location that changes from Daylight Saving Time, will on the date and shift that Standard Time goes into effect, be required to work one (1) hour in addition to their regularly scheduled workday, and will be compensated for the additional hour at the applicable overtime rate. If the Company determines that less than a full crew is required during the last hour of the shift, it may offer employees the opportunity to leave early in occupation/classification seniority order.

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

R. Notwithstanding any other provisions of this Agreement, employees in a Crew Chief classification may be scheduled to start their shifts fifteen (15) or thirty (30) minutes prior to the normal shift starting times for that location. Scheduling of a Crew Chief to start his shift thirty (30) minutes prior to their normal shift start time (other than those on March 26, 2020 currently working thirty (30) minutes prior to the start time), will be based on operational needs and will not be done arbitrarily. As a result of this provision, Crew Chiefs may be required to lead and direct employees on this shift and the Crew Chief ratio will not apply during this time.

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

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

U. Planner / Technical Documentation Specialists classifications:

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

V. Quality Assurance Classification:

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

#### **ARTICLE 14 – HOURS OF SERVICE**

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

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

# **ARTICLE 14.1 - REBID**

- A. Local preference for all classifications will govern all changes to shift / days off / and work location(s) within the bid area; at all stations by respective classification seniority. Bid area work location(s) will be established by the Company in consultation with the designated Union Representative(s). Shift / days off / work location(s) preference sheets will be maintained within each station and will be utilized for all changes of shifts/days off/and work location(s) within the bid area. Preference sheets may be hard copy or bid through an electronic equivalent.
- B. Preference sheets will be sorted by classification seniority. If not done electronically, each rebid the employee must complete a preference sheet and provide a copy to their supervisor and the designated Union Representative(s). The preference sheet must be date stamped and signed by both the employee and their supervisor. The preference sheet will be utilized for all rebids. The employee must retain a copy of the signed preference sheet for their records.
- C. A minimum of fourteen (14) days' notice prior to the effective date of a rebid is required. This notice will be posted by the Company, with a copy to the Union. The notice will contain: the cut-off date for submitting any changes to the shift/days off/work location(s) within the bid area, the start date of the selection process, and the effective date of the rebid, by classification. The new shift breakdown, by work location(s) within the bid area and days off will also be provided. The completed rebid, must be posted at least seven (7) days prior to effective date of the schedule change, with a copy to the Union.
- D. Rebids will occur during the months of January, May and September.
- E. The cut off for submitting/updating preference sheets will not be before the 1<sup>st</sup> of the month. The effective start date of the rebid may not be later than the 15th of the month, unless otherwise mutually agreed to by the designated Local Union Representative and the Company.
- F. The rebid will be completed by the Company and the designated Union Representative(s). The process will be as follows: Crew Chief(s) will select first, followed by basic classification(s); selecting their shift/days off/work location(s) within the bid area.
- G. Upon return to regular duty the employee will be assigned a shift/days off / and work location(s) within the bid area based on his classification seniority. The employee will remain in that position until he is able to bid into another position, via the rebid or posted opening, based on his classification seniority.

# **ARTICLE 14.1 - REBID**

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9 10 H. No employee will be allowed to bid for another employee.

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

# **ARTICLE 14.2 - REALIGNMENTS**

A. In addition to the three (3) fixed rebids per calendar year as described in Article 14, the Company may utilize a realignment in each bid area one (1) time per calendar year.

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- B. Any additional realignment above the one (1) per bid area, per calendar year must
   be mutually agreed to by the designated Union representative and the Company.
- C. The realignment may occur when there is no change in total staffing levels in a bid area by classification, but there is a change in shift staffing level or start times. The realignment will be accomplished in the same manner as outlined in the rebid process.

# **ARTICLE 14.3 – ABSENCE FROM DUTY**

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

#### **ARTICLE 15 - SHIFT SWAPS**

A. An employee may authorize another qualified employee within the same bid area and classification to work his scheduled work day/shift in accordance with the following provisions.

 The request must be in writing to the authorizing employee's immediate supervisor, using the appropriate form and signed by both employees involved or submitted electronically, where offered by the Company.

2. The request must be submitted not less than twenty-four (24) hours prior to the scheduled start time of the shift to be worked for full day swaps and forty-eight (48) hours prior to the shift start time for half day swaps, however, local management may approve shift swap requests with less notice. Such approval shall not be unreasonably withheld. Twelve (12) months after March 26, 2020, the Company shall meet with the Union to discuss reducing these notice requirements.

B. Employees are personally responsible for work on the day/shift, however, they will be considered normally assigned for all purposes.

C. An employee who fails to report or is tardy on the day/shift involved will not be charged for the occurrence under the Company's Attendance Control Policy, however, they may be restricted from utilizing these provisions as follows:

1. First Offense - Written Warning

 2. Second Offense - one hundred eighty (180) day suspension of privileges from the date of the absence or tardiness.

Note: After a warning/suspension with no other violations for the next twelve (12) months, the warning/suspension process will reset.

D. New hire employees working in probationary periods are not eligible to participate under these provisions. Employees serving in a probationary period due to an upgrade or transfer into a different bid area, will be permitted to shift trade with other qualified employees within their bid area and classification.

E. No overtime payment or premium payment will be paid to an employee as a result of working another employee's day/shift under these provisions.

F. No request under these provisions shall be honored in jurisdictions in which the laws or regulations either preclude such as a result of hours restrictions or require the compensation of such day/shift at overtime rates. This paragraph shall immediately apply in any jurisdiction, which may hereafter impose such restrictions or require such payment.

### **ARTICLE 15 - SHIFT SWAPS**

G. An employee who has agreed to work for another employee may trade the entire obligation with one other employee.

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

#### **ARTICLE 15 - SHIFT SWAPS**

- L. Receipt of discipline for violation of the swap provisions will not disqualify the
   employee from eligibility for upgrades.
- M. Employees are personally responsible to remain in compliance with Federal Air Regulations and Company requirements at all times relative to personal duty time regulations. The Company requirement will be no more than one (1) day above the minimum Federal Air Regulations.
- 9 N. If an employee agrees to work a double shift as a result of a swap and later calls in sick, he will be charged with sick leave for both shifts missed.

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- O. If an employee is denied a requested DAT/comp day due to needs of service, and subsequently arranges for another employee to work in his place, the employee shall be paid for the day at his appropriate straight time rate and a DAT/comp day will be deducted. This DAT/comp swap shall not count as a swap for purposes of the limitations in this provision.
  - P. Swaps within the bid area from premium to basic or basic to premium classification. (Example: Crew Chief Mechanic to Mechanic, Crew Chief MLS to MLS, Crew Chief Utility to Utility) Crew Chiefs who swap to work a basic classification may be assigned to perform Crew Chief duties. Crew Chief on a swap will retain their Crew Chief premium. If an employee in a basic classification swaps with a Crew Chief, the Company will upgrade the senior employee in the basic classification on shift per Article 9.
- Q. In circumstances where shift swaps have been approved (single shift or double shift) and where the employee who is scheduled to work for another employee is unable to do so (e.g., due to a leave of absence (paid or unpaid), transfer, termination, jury duty, schedule re-bid, occupational injury), the Company reserves the right to cancel an approved shift swap provided seven (7) days' notice is given to affected employees.

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

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

- A. An employee, who holds a position in a Crew Chief, Technical Crew Chief, Inspector or Senior classification, will receive his basic classification chart rate plus a Premium of \$2.20 per hour. Premium will increase to \$2.40 per hour as of March 26, 2020 plus three (3) years. An employee who receives this Premium will continue to receive that Premium. provided that he continues to hold a position entitling him to a Premium position.
  - 1. This Premium is added to his basic classification chart hourly rate of pay and will be considered as part of his base hourly rate for the accrual of all pay related benefits. Length of service increases will be based upon the basic classification date.
  - 2. An employee's base pay will mean the chart rate plus any applicable premiums and/or differentials and will apply to the calculation of pay for any overtime applications, vacation pay, holiday pay, sick leave pay, travel pay, field trips, furlough or severance pay, sick leave conversion to an HRA and pay for occupational illness or injury (OJI).
- B. During the period of this Agreement, the chart rates of pay for the basic classifications of work will be as specified on the appropriate pay charts below.

			<u>AMT</u>		
YOS 0-1 1-2 2-3 3-4 4-5 5-6 6-7 7-8	2020 28.69 31.16 33.16 35.35 37.81 47.95 48.05 48.15	2021+2% 29.26 31.78 33.82 36.06 38.57 48.91 49.01 49.11	2022+2% 29.85 32.42 34.50 36.78 39.34 49.89 49.99 50.09	2023+2% 30.45 33.07 35.19 37.52 40.13 50.89 50.99 51.09	2024+2% 31.06 33.73 35.89 38.27 40.93 51.91 52.01 52.11
8-9	49.20	<u>50.18</u>	51.18	<u>52.20</u>	53.24
			Inspector	<u>'S</u>	
YOS 0-1 1-2 2-3 3-4 4-5	2020 28.69 31.17 33.18 35.40 37.91	2021+2% 29.26 31.79 33.84 36.11 38.67	2022+2% 29.85 32.43 34.52 36.83 39.44	2023+2% 30.45 33.08 35.21 37.57 40.23	2024+2% 31.06 33.74 35.92 38.32 41.04

# **ARTICLE 16 – COMPENSATION**

5-6 6-7 7-8 8-9	48.61 48.71 48.81 49.86	49.58 49.68 49.79 50.86	50.57 50.67 50.79 51.88	51.58 51.68 51.81 52.92	3 52 I 52	2.61 2.71 2.85 3.98
			Plant M	<u> </u>		
YOS 0-1 1-2 2-3 3-4 4-5 5-6 6-7 7-8 8-9	2020 26.76 29.23 31.23 33.42 35.88 46.02 46.12 46.22 47.27	27.30 29.81 31.85 34.09 36.60 46.94 47.04 47.14 48.22	2022+2% 27.85 30.41 32.49 34.77 37.33 47.88 47.98 48.08 49.18	2023+2 28.4 31.0 33.1 35.4 38.0 48.8 48.9 49.0 50.1	1 28 2 31 4 33 7 36 8 38 4 49 4 50	4+2% 3.98 1.64 3.80 5.18 3.84 9.82 9.92 0.02 1.16
			Utility/Cl	<u>eaners</u>		
YOS 0-1 1-2 2-3 3-4 4-5 5-6 6-7 7-8 8-9 9-10	2020 16.00 17.93 19.26 20.75 22.30 24.37 26.08 26.21 27.02 27.62	2021+29 16.32 18.29 19.65 21.17 22.75 24.86 26.60 26.73 27.56 28.17	2022+ 16.6 18.6 20.0 21.5 23.2 25.3 27.7 27.2 28.7 Plann	65 66 04 59 21 86 13 26	23+2% 16.98 19.03 20.44 22.02 23.67 25.87 27.67 27.81 28.67 29.30	2024+2% 17.32 19.41 20.85 22.46 24.14 26.39 28.22 28.37 29.24 29.89
YOS 0-1 1-2 2-3 3-4 4-5 5-6 6-7 7-8	2020 19.76 23.93 26.87 29.86 32.95 35.79 37.28 39.92	2021+29 20.16 24.41 27.41 30.46 33.61 36.51 38.03 40.72	2022+ 20.5 24.9 27.9 31.0 34.2 37.2 38.7 41.5	56 90 96 97 28 24	23+2% 20.97 25.40 28.52 31.69 34.97 37.98 39.57 42.36	2024+2% 21.39 25.91 29.09 32.32 35.67 38.74 40.36 43.21

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**QA Auditors** 

<u>YOS</u>	2020	<u>2021+2%</u>	<u>2022+2%</u>	2023+2%	<u>2024+2%</u>
0-1	31.33	31.96	32.60	33.25	33.92
1-2	33.85	34.53	35.22	35.92	36.64
2-3	35.94	36.66	37.39	38.14	38.90
3-4	38.14	38.90	39.68	40.47	41.28
4-5	40.61	41.42	42.25	43.10	43.96
5-6	50.34	51.35	52.38	53.43	54.50
6-7	50.98	52.00	53.04	54.10	55.18
7-8	51.65	52.68	53.73	54.80	55.90
8-9	<u>53.03</u>	<u>54.09</u>	<u>55.17</u>	<u>56.27</u>	<u>57.40</u>

Tec	h D	ocs

<u>YOS</u>	2020	<u>2021+2%</u>	2022+2%	<u>2023+2%</u>	<u>2024+2%</u>
0-1	29.80	30.40	31.01	31.63	32.26
1-2	32.37	33.02	33.68	34.35	35.04
2-3	34.44	35.13	35.83	36.55	37.28
3-4	36.72	37.45	38.20	38.96	39.74
4-5	39.26	40.05	40.85	41.67	42.50
5-6	49.75	50.75	51.77	52.81	53.87
6-7	49.87	50.87	51.89	52.93	53.99
7-8	49.99	50.99	52.01	53.05	54.11
8-9	<u>51.11</u>	<u>52.13</u>	<u>53.17</u>	54.23	<u>55.31</u>

<u>OSM</u>

<u>YOS</u>	2020	<u>2021+2%</u>	<u>2022+2%</u>	2023+2%	<u>2024+2%</u>
0-1	19.65	20.04	20.44	20.85	21.27
1-2	20.87	21.29	21.72	22.15	22.59
2-3	22.38	22.83	23.29	23.76	24.24
3-4	23.83	24.31	24.80	25.30	25.81
4-5	29.52	30.11	30.71	31.32	31.95
5-6	33.92	34.60	35.29	36.00	36.72
6-7	34.25	34.94	35.64	36.35	37.08

**MSP** 

<u>YOS</u>	<u>2020</u>	<u>2021+2%</u>	<u>2022+2%</u>	2023+2%	<u>2024+2%</u>
0-1	19.65	20.04	20.44	20.85	21.27
1-2	20.87	21.29	21.72	22.15	22.59
2-3	22.38	22.83	23.29	23.76	24.24
3-4	23.83	24.31	24.80	25.30	25.81
4-5	29.52	30.11	30.71	31.32	31.95
5-6	33.92	34.60	35.29	36.00	36.72
6-7	<u>34.25</u>	<u>34.94</u>	<u>35.64</u>	<u>36.35</u>	<u>37.08</u>

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- C. The parties recognize that the work performed under and within certain classifications in the Maintenance & Related Agreement is varied and in many respects significantly dissimilar. For the purposes of this Agreement, the parties generally acknowledge these basic dissimilarities of and between (1) the functions of operations service at the line stations, and (2) the functions of overhaul maintenance service at the Maintenance Bases have, therefore, agreed upon wage differentials.
  - 1. An employee, while regularly assigned to the classification of Inspector, Crew Chief - Aviation Maintenance Technician, Technical Crew Chief - Aviation Maintenance Technician, Aviation Maintenance Technician, Crew Chief -GSE/Facilities Mechanic, Technical Crew Chief - GSE/Facilities Mechanic, and GSE/Facilities Mechanic at the Line stations, will receive a Line Premium of one (\$1.00) dollar per hour.
  - 2. An employee, while regularly assigned at DWH to the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, Aviation Maintenance Technician, Crew Chief -GSE/Facilities Mechanic, Technical Crew Chief - GSE/Facilities Mechanic, and GSE/Facilities Mechanic will receive a DWH Premium of one (\$1.00) dollar per hour.

# D. Flexible Starting Rates

- 1. In the event that the Company, in its sole discretion, finds that any or all of its starting pay rates (Step 1) as specified in Article 16 (B) are noncompetitive with local market starting rates for similarly situated jobs, the Company may hire applicants in any classification at any station/base/location at rates of pay higher (Step 2 through the maximum hourly rate in the applicable pay scale) than those starting rates specified in Article 16 (B). As market conditions change, the Company may, in its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than previous designated starting rates; however, such starting rate may not be lower than Step 1 nor higher than the maximum hourly rate in the applicable pay scale.
- 2. In those stations/base/locations where higher starting rates of pay are designated in accordance with Article 16 (D) (1), all employees in that classification(s) at that station/base/location who are receiving less than the new designated starting

rate of pay will have their rate of pay concurrently increased to the new designated higher starting rate for that classification(s) in that station/base/location.

3. An employee receiving a flex rate of pay will remain at that pay step on the pay scale until such time that his seniority reaches a point that would allow him to advance to the next step.

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

5. It is understood and agreed that the effective dates of step increases and other changes in pay rates are determined by the employee's pay seniority.

#### E. License and Skill Premiums

1. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, regularly assigned to perform aircraft maintenance work, will receive the following License Premium, if he holds both FAA Airframe and FAA Power plant Licenses, FAA Airframe and FCC General Radiotelephone Operator Licenses, or FAA Powerplant and FCC General Radiotelephone Operator Licenses, in line avionics only FCC General Radiotelephone Operator license will be considered two (2) licenses:

a. The employee will receive five dollars and twenty-five cents \$5.25 per hour.

2. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician regularly assigned to perform aircraft maintenance work, excluding work in the skill areas described in Article 16 (E)(3), will receive a License Premium of two dollars and sixty three cents \$2.63 per hour, if he holds only one FAA/FCC License – FAA Airframe, FAA Power plant, or FCC General Radiotelephone Operator License.

3. An employee in the classification of Inspector, Crew Chief – Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, who holds one of these licenses but who regularly performs work in the skill areas described in Article 16 (E)(3), will receive the Skill Premium, as provided in Article 16 (E)(4), rather than the one License Premium provided in Article 16 (E)(2).

- 4. An employee in the classification of Inspector, Crew Chief Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, regularly assigned to perform work as an Aviation Maintenance Technician – Machinist/Toolmaker, Aviation Maintenance Technician – Plater, Aviation Maintenance Technician – Welder, Aviation Maintenance Technician – Bench Avionics, and not receiving a License Premium as provided in Article 16 (E)(1), will receive a Skill Premium as shown below.
  - a. The employee will receive three dollars and forty-five cents \$3.45 per hour.
- 5. The following is a general definition and identification of the skill areas listed in Article 16 (E) (4) and identifies the intent of that paragraph concerning skill premiums. The parties recognize that both job test areas and former job codes are in transition. The parties agree that all individuals receiving a Skill Premium at the time of ratification will continue to receive their Skill Premium, so long as the employee remains in the same type of work.
  - a. <u>Aviation Maintenance Technician Machinist/Toolmaker</u> is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of a Machinist/Toolmaker as described in the Classifications Article 7.
  - b. <u>Aviation Maintenance Technician Bench Avionics</u> is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of Bench Avionics maintenance, bench avionics components repair/overhaul and /or bench avionics system maintenance as described in the Classifications Article 7.
  - c. <u>Aviation Maintenance Technician Plater</u> is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of plating as described in the Classifications Article 7.
  - d. <u>Aviation Maintenance Technician Welder</u> is an employee in the classification of Aviation Maintenance Technician who is assigned to the work of aircraft welding as described in the Classifications Article 7.
- 6. An employee in the classification of Inspector, Crew Chief Aviation Maintenance Technician, Technical Crew Chief – Aviation Maintenance Technician, or Aviation Maintenance Technician, regularly assigned to aircraft maintenance work, and not receiving the License or Skill Premium of \$5.25 per hour as provided in Article 16 (E)(1) through (E)(5), will receive a Skill Premium of one dollar (\$1.00) per hour.
- 7. An employee not classified as an Inspector, Crew Chief Aviation Maintenance Technician, Technical Crew Chief Aviation Maintenance Technician, or Aviation Maintenance Technician, who holds both FAA Airframe and FAA Powerplant

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## <u>ARTICLE 16 – COMPENSATION</u>

licenses and who is designated and approved by the Company's Maintenance Department to perform aircraft maintenance work, as described in Article 7 for the above referenced classifications, will receive a License Premium in accordance with Article 16 (E)(1) per hour for all hours, and only those hours, (or fractions thereof rounded to the nearest 1/10 of an hour) worked performing such aircraft maintenance work.

- 8. An employee in the classification of Crew Chief GSE/Facilities Mechanic, Technical Crew Chief GSE/Facilities Mechanic, or GSE/Facilities Mechanic, regularly assigned to automotive and/or facility maintenance work, (and an employee in the classification of Maintenance Support Person who is regularly assigned to the hazardous waste function) and who is not receiving a License Premium as provided in Article 16 (E)(8) above, will receive a Skill Premium of two dollars and eighty one cents (\$2.81) per hour.
- 9. Technical Documentation Specialist and Senior Line Maintenance Planners who hold and thereafter continue to hold any of the following licenses shall be paid as follows:
  - a. Two dollars and sixty-three cents (\$2.63) per hour for one license and five dollars and twenty-five cents (\$5.25) for two licenses (A&P only). Employees will be paid a maximum of two (2) licenses.
- 13. Regardless of the number of licenses an employee may hold and/or the number of high skilled jobs to which he is assigned, neither License Premium nor Skill Premium (individually or collectively) will exceed the rates shown in Article 16 (E)(1).
- 14. License Premium or Skill Premium as provided in Article 16(E) will be compounded in the computation of overtime rates and included as a portion of the employee's base hourly rate.
- 15. Employees in a bid area dedicated exclusively to the taxing and movement of aircraft will be paid a taxi premium of one dollar (\$1.00) per hour for all hours worked. For an employee, not in a dedicated bid area, who taxis an aircraft or performs an engine run up during the course of his shift will receive the one dollar (\$1.00) per hour premium for the time performing the taxi work rounded up to the next higher hour. E.g. works 45 minutes on taxiing an aircraft; employee will receive one (1) hour of taxi premium pay.

16. Employees who performs fuel tank work that requires fuel tank entry will be paid one dollar (\$1.00) per hour from the time of the assignment and work card issuance and will continue until the work assignment is completed.

F. Shift Differential Premium will be paid as follows:

- 1. An employee assigned to a shift, which begins at or after 9:00 a.m. and before 7:59 p.m. will receive a shift differential of fifty-one (.51¢) cents per hour.
- 2. An employee assigned to a shift, which begins at or after 8:00 p.m., and before 5:59 a.m. will receive a shift differential of fifty-eight (.58¢) cents per hour.
- 3. No shift differential will be received by an employee assigned to a shift which begins at or after 6:00 a.m. and before 8:59 a.m.
- 4. An employee whose assignment is to cover for shift relief or days off will be paid a premium of sixty-one (.61¢) cents for all hours worked during the week.

A Relief Crew Chief will be an employee who will be required to relieve on a shift basis to cover for absences of Crew Chief. A Relief Crew Chief will be assigned to a permanent shift when not relieving and will not be assigned to any other shift without a seven (7) day notice.

## **Example Start Times:**

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

- G. An employee will receive the shift differential applicable to the shift to which he is regularly assigned. The applicable shift differential will be included with the employee's base hourly rate in the calculation of pay for overtime, vacation, holiday, sick leave benefit, and benefits paid for absence due to an occupational illness or injury compensable under the applicable Workmen's Compensation law.
- H. An employee who is required by the Company to fly on a test flight will receive one (1) hour's pay at his base hourly rate in addition to the regular pay for each hour or fraction thereof spent on the test flight. The Company will provide a maximum of \$100,000 Test Flight and Observer Aviation Accident Insurance under the conditions outlined in the American Airlines' liability policy for employees covered by this Agreement.
- I. An employee who permanently transfers at his own request to another classification of work as provided in any Association agreement will continue to receive his same chart rate per hour but, in no event, will his chart rate exceed the maximum rate for the classification to which he transferred.

If his chart rate at the time of such transfer is not the same as any chart rate per hour for the classification to which he transferred, he will immediately receive the nearest higher chart rate per hour for such classification. Thereafter, the employee shall progress on the normal progression scale in the new classification. In the case of a

1	transfer from a higher to a lower classification caused by a reduction in force under
2	this Agreement, the above rules will apply.

## **ARTICLE 17 – PROFIT SHARING**

A. The terms of profit sharing benefits for TWU/IAM Association represented employees (which replace and supersede any previous profit sharing provisions) shall be as set forth in this Article 17.

B. TWU/IAM Association represented employees will be eligible for annual profit sharing award payments if, for the year that the profit sharing award payment is attributable, (i) the employee received eligible earnings (under the meaning used by the current AAG profit sharing plan) from the Company for that profit sharing year and (ii) remained employed on the last day of that profit sharing year, or whose employment terminated during the profit sharing year by reason of the employee's retirement, involuntary furlough, disability, or death.

C. For each profit sharing year, the Company will calculate profit sharing award payments as follows:

1. An amount equal to 10 percent (10%) of the dollar amount of American Airlines Group Inc.'s ("AAG") Pre-Tax Earnings up to \$2.5B for that year, and, an amount equal to 20 percent (20%) of the dollar amount of AAG's Pre-Tax Earnings above \$2.5B for that year will be attributed to a profit sharing pool ("Total Profit Sharing Pool").

2. A percentage of the Total Profit Sharing Pool will be allocated to the eligible TWU/IAM Association represented employees by dividing the total eligible earnings of the TWU/IAM Association represented employees by the total eligible earnings of all participants in AAG's profit sharing program(s) ("TWU/IAM Profit Sharing Pool").

3. The TWU/IAM Profit Sharing Pool will be divided by the amount of all the TWU/IAM Association represented employees' eligible earnings, and the resulting quotient shall be the "payout percentage."

4. The amount of the profit sharing award payment for each TWU/IAM represented employee who is eligible for a profit sharing award for a profit sharing year shall be the product of the payout percentage multiplied by such eligible employee's eligible earnings from the Company for the applicable profit sharing year.

D. "AAG's Pre-Tax Earnings" means the earnings of AAG provided that such "earnings" are determined (i) before any applicable income tax expense, and (ii) by excluding all accruals under profit sharing plans and any other incentive compensation plan or agreement, and all extraordinary, unusual, one-time, restructuring, reorganization, integration, reduction in force, or other similar accounting adjustments as may be determined by the compensation committee of the Board of Directors in its discretion, after consultation with AAG's independent auditors; and provided, further, that AAG's Pre-Tax Earnings remain positive after accruals under profit sharing plans and all other incentive compensation plans or agreements are taken into account.

## **ARTICLE 17 – PROFIT SHARING**

- A. The applicable rate of pay, computed on an actual minute basis, adjusted to the nearest tenth (1/10) of an hour with a minimum of one (1) hour overtime, shall be paid.
  - 1. The rate of time and one half (1.5 x) shall be paid for the first four hours (4) worked by an employee in advance of or after his regular scheduled hours on a regular scheduled day, and for all hours worked by an employee on a regularly scheduled day off for his first eight (8) hours, except as provided in paragraph A (2) and (3).
  - 2. The rate of double-time (2 x) shall be paid as follows:
    - a. For all hours in excess of the first eight (8) paid hours, on any one (1) of the employee's regularly scheduled days off in each work week.
    - b. If shift coverage is required for a ten (10) hour shift call, it will be paid as follows, first eight (8) hours at time and one half (1.5 x) the remaining hours will be paid at double time (2 x).
  - 3. The rate of double-time (2 x) shall also be paid to an employee who in a twenty-four (24) hour period, works in excess of twelve (12) hours if the employee is regularly scheduled to work an eight (8) or ten (10) hour schedule.
- B. For overtime purposes, the twenty-four (24) hour period will begin with the starting time of the employee's regularly assigned shift. Notwithstanding this twenty-four (24) hour rule, the rate of double time shall be paid to an employee for all work in excess of twelve (12) hours where the first twelve (12) hours worked have been consecutive.
- C. When an employee works on his scheduled day(s) off he will be entitled to at least eight (8) hours of work at the applicable overtime rate.
- D. Employees who change shifts or days off due to re-bids, realignment, or bidding on another job shall not be paid overtime as a result of such change. However, an employee shall be paid overtime when his shift, or days off are changed by the Company and the work week provisions are thereby violated.
  - Example: Employees that do not have the seniority to remain on their shift during rebid, realignment, or who are bumped or abolished and therefore required to bid to a different shift will be paid at the overtime rate if the work week provisions are violated.

E. After all employees within the bid area have been proffered the overtime assignment and additional manpower is still required, qualified personnel from another bid area may be requested to work overtime.

F. No employee will be expected to work Overtime against his wishes.

G. In Aircraft Line Maintenance, nothing in this Agreement prevents the Company from requesting an employee to voluntarily stay past the end of his scheduled shift for the purposes of job continuity to complete his on-shift job assignment. So long as, the overtime period is more than one (1) hour but less than three (3) hours, and it is near the end of a shift, before it can be determined that the overtime is necessary, the Company may offer this overtime to the employee(s) working to complete his job assignment, for job continuity.

H. In Aircraft Base Maintenance, for the purpose of job continuity, the three (3) hour rule can be applied to: 1) Test flights and clearing of maintenance discrepancies found during the flight. 2) When an aircraft is being released from base maintenance and last-minute maintenance discrepancies arise. So long as, the overtime period is more than one (1) hour but less than three (3) hours, and it is near the end of a shift, before it can be determined that the overtime is necessary, the Company may offer this overtime to the employee(s) working to complete his job assignment, for job continuity.

I. For continuous service after regular working hours, employees will not be required to work more than two (2) hours without being permitted to take a thirty (30) minute unpaid meal period in which to eat.

J. Employees reporting for work of at least four (4) hours pre-shift will be allowed a thirty (30) minute unpaid meal period in which to eat within their pre-shift period.

K. When an employee completes his shift and is recalled to work, not in conjunction with his regularly scheduled shift, he will be paid no less than four (4) hours at the overtime rate applicable for each call.

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

M. Employees who have been required to work sixteen (16) consecutive hours (exclusive of an unpaid meal period) which results in less than seven and one half (7 1/2) hours rest prior to the employee's regular shift in the succeeding workday, the employee will receive straight time rates until the seven and one half (7 1/2) hour rest period is achieved and will report for the remainder of his scheduled shift.

N. If an employee has worked sixteen (16) consecutive hours (exclusive of an unpaid meal period) at his home station, he must have a rest period of seven and one half (7 1/2) hours. At the end of the seven and one half (7 1/2) hour rest period he will again be governed by the overtime rules.

O. No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases where prior authority cannot be obtained.

P. If the Company bypasses any employee(s) in violation of this Article, excluding the application of paragraph (A) & (G) above, the Company will pay the equivalent number of eligible employee(s) with the lowest hours on the Overtime List. The award will be the number of hours missed on that overtime opportunity at the applicable overtime rate. The employee(s) will be charged the appropriate hours on the Overtime List.

Q. Overtime work will be distributed among the employees qualified to perform the work necessitating overtime within their appropriate bid area as equitably as practicable in accordance with Overtime Distribution Procedures. The Company will establish the administrative process used to sign-up, offer, and award overtime.

R. Management may maintain employee qualification lists in each bid area based on training records and/or work experience. The qualification lists shall be accessible to employees and will be kept current to reflect each employee's qualifications for overtime and field trips. Qualification training will be provided by the Company through classroom or on the job training (OJT) subject to the availability of the work, by classification seniority, on the shift, within the bid area, to employees who request it.

1. When classroom training is required, the Company will advise employees who request classroom training (applicable to their bid area) of the earliest reasonable date their training is scheduled to begin.

# Personnel subject to duty time

S. The parties recognize the obligations of both employees and the Company under Duty Time Federal Aviation Regulations, which requires that all maintenance personnel performing maintenance must have at least four (4), twenty-four (24) hour periods off per calendar month. The FAA requires the Company to report duty time violations and has indicated that they will pursue violations with both the employee and the Company.

1. The Company shares the responsibility to monitor duty time limits, and the employee shares the responsibility to notify local management of possible Duty Time FAR violations upon the proffer of day off overtime. The employee will not be charged for overtime if such proffer would put him in violation of FARs.

- 2. If an employee has not had the required time off during the calendar month and is in jeopardy of violating the Duty Time FARs, he may not be eligible for day off work and may be required to take additional time off. This time off may be an authorized absence without pay or vacation time (VC, DAT, or COMP) at the employee's option.
- 3. No employee will be required to utilize his vacation, DAT or COMP time to comply with the Duty Time FARs without his consent.
- T. The Company will assist an employee in monitoring his time off by posting the ATA 231 Duty Time Limitation Report during the third and fourth week of each calendar month. An employee may examine this report so as to better monitor his own personal time off

## Overtime Distribution Procedure

#### U. General

- 1. The Overtime Procedures are applicable at all M&R maintenance stations. These procedures determine how the Company offers and assigns overtime. Compensation shall be paid in accordance with this Article.
- 2. The Company shall maintain the record of overtime hours charged. When overtime is called, a record of calls that they have made, time of call, person calling and response shall be provided to the Union. When overtime is awarded using the automated system, the union shall be provided access to the records and to the automated computer system to verify the compliance with these procedures. Hours charged to the Overtime List (OTL) shall be updated immediately at the conclusion of the overtime offer.
- 3. On the second Monday of January, every year, at 2359 hrs. local time, the Company shall reset the hours by Classification Seniority on the OTL to zero for equalization purposes for all bid areas. In the event two or more employees have the same seniority date, the OTL shall list the employee that is higher on the master seniority list first. Overtime hours worked, after 0001 hrs, local time on the second Tuesday of January will be added to the new OTL.
- 4. Employees accepting overtime shall report to the designated area as directed by management and immediately report to the work area Crew Chief.

## V. Overtime Lists

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

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

## W. Overtime Sign-Up and Selection

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

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

a. Early Call-In (ECI) & Hold-Over (HLD) overtime shall not be combined to cover known full shift overtime opportunities unless the OTL for that bid area has been exhausted. For this provision, known shift overtime opportunities shall include vacation, sick (known to the company twelve (12) hours or more in advance), leaves of absences, OJI, training, etc.

b. Four-hour (4) ECI/HLD may be used for on shift response to unplanned maintenance needs or oncoming shift preparation/support.

3. Employees can make themselves available for overtime at any time as described below and shall appear on the OTL. When overtime is required, management shall take a time stamped snapshot of the OTL for solicitation and the person lowest in hours on the applicable OTL shall be offered first; with the list continuing to be run in lowest to highest until the overtime need is fulfilled. If additional overtime is required, subsequent snapshots of the OTL shall be utilized.

4. Once a snapshot is taken, the first offer for overtime shall be within sixty (60) minutes and that list shall be utilized until that overtime need is fulfilled. If the offer of overtime is not started within sixty (60) minutes or any additional offer(s) of overtime are made, a new snapshot must be taken, and that list shall be utilized until that overtime need is fulfilled.

5. Employees can sign up for Overtime up to fourteen (14) days in advance.

a. Full shift overtime or ECI shall be awarded via the automated system to employees who have made themselves available on the OTL no more than twenty-four (24) hours and no less than twelve (12) hours in advance of the start of the overtime shift. Once awarded via the automated system the 

## **ARTICLE 18 - OVERTIME**

- employee shall be considered to have accepted the overtime and can no longer refuse.
- b. If the proffer of full shift or ECI overtime is less than twelve (12) hours in advance of the start of the overtime shift, such proffer shall be by phone or by positive contact if the employee is on shift working at the time of the overtime proffer. When overtime is proffered, within twelve (12) hours in advance of the start of the overtime shift, the employee can accept or decline the overtime and shall be charged for all hours proffered; except if an employee is proffered overtime with less than two (2) hours' notice and refuses the overtime, he shall not be charged overtime hours for the refusal.
- 6. For Full Shift/Day Off Overtime shifts, an employee shall only be offered overtime once for each shift if the employee refuses.
- 7. For Full Shift/Day Off overtime an employee shall be given the option to sign up for Day shift, Afternoon shift, and/or Midnight shift overtime using the standard shift start times from Article 14 Hours of Service of 0600, 1400, & 2200.
- 8. For HLD overtime, the employee shall sign up and be awarded their overtime using the automated system between the fifth (5th) and six (6th) hours on an eight (8th) hour shift or the seventh (7th) and eighth (8th) hour on a ten (10) hour shift.

## X. Offering Overtime from the OTL

- 1. An employee on his last regular scheduled work day, who works any post shift overtime shall not be eligible to work any additional overtime until the start of his first day off shift.
- 2. When the need for overtime arises, the Company shall determine the appropriate classification(s) to perform the work. In addition, the Company shall determine the need to offer the overtime to particular bid areas, shops and shifts. In the event sufficient personnel are not available from the OTL in the bid area to meet the overtime requirements the overtime may be called, if so, in the following order:
  - 1. Basic Classification
  - 2. Crew Chief within his bid area who has signed up for overtime
  - 3. Once the bid unit overtime lists above have been exhausted, management can solicit overtime from employees in another bid area that have signed up and made themselves available for overtime.

4. Low to High in overtime hours Master Basic Classification List from that bid area and then the Master Crew Chief List from that bid area.

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

## 1. Crew Chief

- 2. Once the bid unit overtime lists above have been exhausted, management can solicit overtime from employees in another bid area that have signed up and made themselves available for overtime.
- 3. Low to High in overtime hours from the Master Crew Chief List from the bid area of those Crew Chiefs who did not sign up.
- 4. Upgrade senior Basic Classification volunteer per Article 9 Filling of Vacancies within the bid area on the shift, and call Basic Classification to back fill upgraded position(s).
- 3. AMT's on shift shall first be utilized to perform work requiring specialized qualifications agreed to by the Company and the Union; however, if no qualified employees are on shift the Company may offer overtime subject to specialized qualifications provided all hours refused or worked are added to the employee's OT hours. Some examples of specialized qualifications include but are not limited to; LMP, RII, fuel tank entry, welding, cadmium plating.
- 4. In the event a particular Facilities Maintenance overtime skill specific list (e.g. Plumbers, Electrician, etc.) is exhausted, and additional employees are deemed necessary by management, the employees with the lowest number of overtime hours from all remaining skill groups may be proffered "helper" overtime to assist the exhausted skill set. Employees so proffered shall not be charged for refusal.
- 5. In the event of new work or a process where the training has begun and hasn't been completed or where a reasonable opportunity is afforded to everyone to be trained; qualifications can be utilized for overtime selection.
- 6. In stations where training isn't necessary for equipment that normally doesn't operate into the station (e.g. Diversions); fleet training, taxi-tow, engine run-up qualifications can be utilized for overtime selection.
- 7. Once overtime is called, it shall not stop on a refusal, unless the overtime list being used has been exhausted.

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1. Employees who have been scheduled for training immediately prior to their

scheduled start times are ineligible for early call-in (ECI); however, they remain

## Y. Eligibility

eligible for holdover (HLD). Employees who have been scheduled for training immediately following their scheduled stop times are ineligible for HLD; however, they remain eligible for ECI for that shift.
2. Employees serving a probationary period under Article 10 - Probation are not eligible for overtime.

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

- Employees on a DAT, comp time, or leaves of absence, regardless of compensation for time off work, are not eligible to work overtime.
- Employees on weekly vacation are only eligible for overtime on their regularly scheduled days off.
- 6. Employees who utilize hour at a time (HAT) vacation at the beginning of their shift shall not be eligible for ECI and employees who utilize hour at a time (HAT) vacation at the end of their shift shall not be eligible for HLD.
- 7. An employee on temporary transfer shall be considered for overtime proffers in his home bid area. He shall also be considered for overtime in the bid area to which he is temporarily transferred after all regular members of that bid area have been proffered overtime.
- 8. Employees who are National Guard/Reservists shall not be considered eligible and shall not be charged during scheduled activity periods, or weekend drills, due to their leave of absence status.

# Z. Charging of Hours

- 1. An employee who works/refuses overtime shall be charged on a converted basis for the number of hours proffered. (E.g. 1.5, 2.0, or 2.5 times the number of hours offered)
- 2. In the event an employee voluntarily requests to work less than the offered overtime, he shall only be paid for the time that he actually works but will be charged for all hours proffered.
- 3. Employees that do not make themselves available by signing up for overtime shall not be charged.

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16	AA.	Employee Movement and the OTL

- me by phone and an answering all be left with the overtime offer ee who does not answer shall be a refusal; except,
  - mpany has not completed the OT t the OT and shall be charged.
  - mpany has not completed the OT shall be charged.
  - mpany has completed the OT er available, the employee shall not

#### AA. Employee Movement and the OTL

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

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A. When employees engage in field trips from their home station, they shall be paid one and three-quarters times (1.75x) their hourly base rate of pay for all hours worked, traveling, on call, or prep time in accordance with this Article.

1. All hours worked, traveling, on call, or prep time in accordance with this Article, on a Holiday while on a field trip will be paid at the applicable Holiday rate.

B. When air travel is required for a field trip, the Company will provide round trip space positive travel. Such travel by air will only be on U.S. carriers operating under FAR Part 121, or carriers under FAR Part 135 (or successor regulations) or foreign air carriers who are members of IATA, or on comparable air operators. (e.g., Lear Jet operators)

C. No employee will be required to travel on field trips in a single engine aircraft against their wishes.

D. Employees who are on field trips and who are on-call in excess of four (4) hours or if employees are at a hotel and a hotel shuttle is not available, the Company will provide a Company vehicle or other mode of transportation upon request (i.e. car for hire). The employee will be reimbursed for reasonable transportation expenses by providing receipts.

E. When an employee accepts a field trip away from his home station, on his scheduled day off, he shall be paid a minimum of eight (8) hours, or ten (10) hours if on a 4/10's schedule, or twelve (12) hours if on a twelve (12) hour day schedule of compensation at one and three-quarters times (1.75x) their hourly base rate, whether traveling, on call, or working.

F. If the Company directs the employee(s) to take a rest period after sixteen (16) hours or more on duty, excluding prep time, it will be at a hotel (single occupancy). If the rest period is for an eight (8) hour period, he will be compensated at his base rate of pay for the rest period. If the rest period is less than eight (8) hours he will continue to be paid at the rate of one and three quarters times (1.75x) their hourly base rate of pay. At the end of an eight (8) hour rest period, the employee will be returned to duty at the field trip rate of one and three quarters times (1.75x) their hourly base rate of pay.

G. If an employee(s) requests a rest period after sixteen (16) hours or more on duty, excluding prep time, it will be for eight (8) hours at a hotel (single occupancy) and the employee will be paid at their base rate of pay for the eight (8) hour rest period. At the end of the eight (8) hour rest period, the employee(s) will be returned to duty at the field trip rate of one and three quarters times (1.75x) their hourly base rate of pay.

H. If a field trip shall continue so that its termination shall fall less than seven and one half (7 1/2) hours prior to the commencement of the employee's regular shift, he will not be required to report for his next regularly scheduled shift and will be paid his base hourly rate for all regularly scheduled work hours.

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I. If the field trip is outside of the United States and its territories, the Company will either 3 provide advance payment or arrange for the payment of all expenses for required work 4 permits, visas, inoculations, or any associated fees required to perform the work.

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6 J. An employee who is required to use a passport in conjunction with travel for a field trip 7 will be entitled to reimbursement for routine passport fees (once per passport renewal 8 cycle).

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K. Field trip work will be distributed among the employees qualified to perform the work necessitating the field trip.

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L. Field Trips may be assigned by management to any location.

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M. An employee involved in a field trip away from his Base station will receive an hourly per diem allowance of two dollars and thirty cents (\$2.30) per hour domestic and two dollars and eighty cents (\$2.80) per hour international, to cover all incidental expenses (excluding lodging and transportation cost) incurred during such assignments; with an increase of five cents (\$.05) per hour on January 1st of each year. The per diem allowance will commence sixty (60) minutes before the scheduled departure of the flight actually taken by the employee, or any earlier flight for which he stood by and will end thirty (30) minutes after the actual gate arrival at his home airport. The time of departure and return will be provided by the employee and included on his expense report for such assignments.

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N. For international field trips, where the employee's total reimbursable meal and incidental expenses (as established by Company Policy) exceed his total daily per diem allowance and upon submission of actual receipts, the employee shall be reimbursed up to an amount equivalent to the difference between his total daily per diem allowance and the amount provided for under the M&IE rates published by the State Department (www.state.gov).

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

P. Employees called from home, for field trips after completing their regular shift assignment or on a regular day off, will commence his pay two (2) hours for domestic field trips and three (3) hours for international field trips, inclusive of preparatory time, prior to the scheduled departure of the flight and will end thirty (30) minutes after the actual gate arrival at his home airport (definition of international is anywhere a passport is required). Rate of pay will be at one and three-quarters (1.75x) their hourly base rate, and in all possible cases, will be given two (2) hours or more notice before departure time.

Q. Employees on a regular shift assignment will be allowed time to prepare for a field trip assignment without loss of pay. Field trip rate of one and three-quarters times (1.75x) hourly base rate will commence sixty (60) minutes before the scheduled departure of the flight actually taken by the employee, or any earlier flight for which he stood by and will end thirty (30) minutes after the actual gate arrival at his home airport.

- 16 R. No employee will be required to work alone on a field trip; excluding those who accompany a charter flight(s) on Company aircraft.
  - S. An Inspector will be dispatched when field trips are dispatched from a station and when that field trip requires inspection work and no inspector is staffed at the field trip station.

Note: Inspectors may be dispatched from any inspection station.

- T. For field trips, the Company may assign either Mechanics or Crew Chiefs provided, however, if four (4) Mechanics are sent, one (1) must be a Crew Chief unless the field trip is required at a station where Crew Chiefs are on duty, in which case a Crew Chief need not be sent if the normal Crew Chief to Mechanic ratio will not be exceeded at that station.
- U. The Company may dispatch the eligible on-duty employee, low on the field trip list, for field trips when such field trips involves transportation by common carrier and the scheduled departure is within two (2) hours for domestic and three (3) hours for travel outside the contiguous forty eight (48) states from the time it is determined that the field trip is necessary.
- V. The field trip list will be called for field trips when air taxi or ground transportation is used for travel outside of his home station.
- W. When a crew is dispatched for field trips and the conditions of a field trip change, e.g.,
   job requirements or additional work, employees who have accepted the trip and agree
   to the work under the changed conditions, may be utilized.
- X. Quality Assurance Auditors/Planners/Technical Documentation Specialist employees will have their itinerary and work schedule, including known overtime, approved by

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

1. Employees may request a cash advance of up to one hundred dollars (\$100) prior to the commencement of an international field assignment.

2. Employees required to travel away from the geographic location of their station are compensated for travel time by the most direct route as follows: All traveling on a workday shall be paid at straight time during normal working hours, additional hours' travel including waiting will be paid at the applicable overtime rate.

3. Employees required to travel on any scheduled day off away from his base station will be compensated for all travel time at the applicable overtime rate but in no event for less than four (4) hours.

4. Employees who are required to travel internationally will be reimbursed for the following normal and customary expenses:

a. Passport/Renewal, including photos (routine passport fees once per passport renewal cycle)

b. TSA Pre Check (Quality Assurance Auditors only)

c. Visad. Inoculations

## FIELD TRIP PROCEDRUES

## Y. General

The Field Trip Procedures are applicable at all M&R and MLS stations. These
procedures determine how the Company offers and assigns Field Trips.
Compensation will be paid in accordance with this Article.

 2. An employee who works a field trip will be charged one (1) hour on the Field Trip List (FTL) for all Field Trip hours paid at the field trip rate. Field Trip hours will be updated on the FTL as soon as practicable, but no later than twenty-four (24) hours after return from the Field Trip.

 3. Employees accepting a Field Trip will report to the area and personnel designated by management.

4. Employees returning from a Field Trip will report to local management, and if

 unavailable, notify the MOC MOD for out-processing.

5. If an employee is by-passed in violation of these procedures or Article 18 of the

 5. If an employee is by-passed in violation of these procedures or Article 18 of the CBA, the Company will pay the equivalent number of employee(s) with the lowest hours on the Availability List. The award will be the number of hours missed on

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

6. While on the Field Trip, all employees covered under this agreement will assist each other in completing work assignments. When needed, a Technical Crew Chief will only be assigned to a Field Trip to provide technical assistance and guidance, and he will not replace a mechanic or any other employee on the Field Trip.

7. If a Passport or Visa is required, employees must have them in their possession on Company Property at the time the Field Trip is called in order to be eligible. In locations that require work visas in advance, a local procedure will be established to obtain the work visa.

8. The FTL will not be zeroed out. Any adjustment to the FTL hours must be mutually agreed upon by the Company and the Association.

9. The FTL will be maintained separately from the Overtime List (OTL).

## Z. Field Trip Lists

 Each station will maintain a separate FTL for each Bid Area as applicable (e.g. Generals, Avionics, Stores, Facilities, GSE, Electricians, Plumbers, Tech Crew Chiefs, Crew Chiefs Inspectors, Cleaners, etc.). The FTL will list employees by Field Trip hours charged.

2. The FTL will list employees in inverse hour order, with those with the fewest hours at the top. In the event two or more employees have the same number of hours, the employee that is higher on the master seniority list will be listed first. Hours charged will be shown in whole hour increments with one to thirty (1-30) minutes or less being rounded down, and thirty-one to fifty-nine (31-59) rounded up.

## AA. Field Trip Sign-Up and Selection

1. It understood that when a Field Trip is required, management will determine which bid area and station the Field Trip is offered. When offering Field Trips management will offer such Field Trip to the employees and bid area that normally perform the scope of work required on the Field Trip. It is also understood that if management determines that the status and scope of the Field Trip requires another bid area to accomplish the work in question, management may dispatch such employees.

2. Employees who want to be offered Field Trips, will make themselves available by signing up for Field Trips using the electronic tool. In the event the electronic tool experiences an outage, local procedures will be utilized.

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45 46 3. Employees can make themselves available on the FTL at any time in advance of the Field Trip Availability list being produced. Only employees making themselves available on the FTL will have their name appear on the Field Trip Availability List. When a Field Trip is required, management will take a time stamped snapshot of the Field Trip Availability List used for solicitation.

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

- a. Once a time stamped snapshot of the Field Trip Availability List is produced, the first offer for a Field Trip will be made within forty-five (45) minutes.
- b. If the first offer is not made within the first forty-five (45) minutes a new time stamped snapshot of the Field Trip Availability List must be taken.
- 4. Employees can use the online tool to sign up for the FTL up to fourteen (14) days in advance. Employees will have the option to sign up to be contacted on the FTL for day, afternoon, and/or night Field Trips.
- 5. Flight Mechanic Assignment Field trips that require a Flight Mechanic may be solicited from the FTL in advance for planning purposes. The Company will meet and confer with the designated Local Union Representative to establish guidelines for the Flight Mechanic Assignment. Personnel requirements may vary depending on client specifications, such as, security and dress code.
- 6. Operational Coverage locations without M&R and/or MLS personnel that require employee(s) for short-term coverage may be solicited from the FTL in advance for planning purposes. The Company will meet and confer with the Association to establish guidelines.

## BB. Offering Field Trips from the FTL

- 1. When the Company determines the need for a Field Trip, it may also need to require certain qualifications.
- 2. Nothing prohibits the Company from cancelling a Field Trip. If a Field Trip is cancelled beyond the end of the employee's shift, compensation will be in accordance with Article 19, however, those Field Trip hours paid will be charged to the FTL.
- 3. In situations where the Company offers a field trip to an employee who is not on the property working, and there is no answer, an answering machine answers, or a message is left on a privacy manager program, then the employee will be considered "unavailable" and not charged for a refusal.

# CC. . Eligibility

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

#### DD. Charging of Hours

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

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

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

## EE. Employee Movement and the FTL

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

## FF. Health and Safety Considered:

When an employee returns from a Field Trip with less than seven and one half 7 (½) hours rest prior to the start of a shift swap, the expectation is for the employee to make arrangements to cover or work the shift swap because Authorized Absence will not be paid for a shift swap. If the employee is too fatigued to work, he can request to be relieved of the shift swap at no pay.

## **ARTICLE 20 - TRAINING, TRAVEL PAY AND MEAL PER DIEM**

- A. Any employee who is required by the Company to attend training classes during regular working hours will be paid for time spent in attendance at the classes at his base hourly rate and the time will be deemed as time spent at his regular work for all purposes.
- B. An employee selected for training under these procedures may be designated in the order of his classification seniority, subject to his availability. When the training is applicable only to certain shifts, work locations, shops, or types of work, those employees, up to the number required, will be provided the training. In the event trained employees vacate a shift, work location, shop, or type of work, the Company will determine the training needs of other employees, remaining or filling the vacancies, if any. If additional trained employees are required, the employee assigned to the shift, work location, shop, or type of work will be provided the training. This may cause training assignments out of seniority order.
  - 1. Nothing in these procedures waives the qualification requirements for employees as set forth in Article 8 Qualifications.
  - 2. Nothing in these procedures is intended to change or alter Article 14 Hours of Service, intra-station transfers, selection for field work, overtime distribution, vacation selection, or holiday work.
  - 3. In the event a senior employee is not assigned to training, his existing rights under any Article of this agreement will not be affected as a result thereof.
- C. An employee required to travel on any scheduled work day in conjunction with training away from his station, before or after his regularly scheduled shift will be compensated at the applicable overtime rate.
- D. An employee required to travel on any scheduled day off in connection with training away from his residence or his station, will be compensated for all travel time at the applicable overtime rate, but in no event for less than four (4) hours. Travel time in this Article will begin ninety (90) minutes before the scheduled departure of the flight actually taken by the employee, or any earlier flight for which he stood by, and will end thirty (30) minutes after the actual gate arrival at the destination. If the training is at an offsite location, reasonable time will be paid for travel to the location.
  - 1. If the employee is traveling from/to his residence, which is not his station, in no event will the travel time paid be greater than the scheduled flight time between his station and the training location. Additionally, the employee will be paid ninety (90) minutes for time prior to and thirty (30) minutes for time after the scheduled flight time, as referenced above in paragraph D.
  - 2. If the training is conducted at his station or in the city of residence, paragraph D does not apply.

## **ARTICLE 20 - TRAINING, TRAVEL PAY AND MEAL PER DIEM**

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

## **ARTICLE 20 - TRAINING, TRAVEL PAY AND MEAL PER DIEM**

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

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

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

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

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

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

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

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

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

## **ARTICLE 20 - TRAINING, TRAVEL PAY AND MEAL PER DIEM**

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

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

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

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

## ARTICLE 21 – ISSUANCE OF SIDA BADGE

## A. Renewing SIDA Badge

1. Employees who renew a SIDA badge at a station shall be permitted to complete the renewal process during their regularly scheduled shift if the SIDA office is open during those shift hours. If an employee's regularly scheduled shift is other than when the SIDA office is open, the employee shall be paid at straight time for the time required to process the application during their off-duty hours.

2. If the renewal of an employee's SIDA badge is delayed and the SIDA badge expires, the employee shall be placed on a personal leave of absence with reinstatement rights for SIDA access for up to ninety (90) days, unless extended by the Company on the basis of extenuating circumstances.

## B. Obtaining a New SIDA Badge

1. Upon notification of transfer or bid award, the Company will provide the employee with a phone number, email address, and the name of the employee's point-of-contact at their new station. The employee will then contact the new station's point-of-contact within three (3) business days for instructions/paperwork necessary to get the new SIDA badge. The employee must immediately notify his existing manager that he contacted his new station point-of-contact.

2. The Company will provide necessary paperwork and/or arrange positive space transportation to the new station within seven (7) business days of the employee making contact with the new station. Should the Company fail to provide necessary paperwork and/or arrange positive space transportation within seven (7) business days of the employee making contact with the new station and notifying his existing manager, the employee will be paid at one and one half times (1.5x) for all normal straight time hours worked until the above requirements are met.

3. When an employee is required to obtain his SIDA badge, he will be afforded time during his regularly scheduled shift. If an employee is required to obtain his SIDA badge outside of his regularly scheduled shift, he will be compensated at straight time rates. Employees required to travel to obtain their SIDA badge will be compensated for the minimum hours they were scheduled for that day at straight time rates. If the travel time exceeds the employee's regularly scheduled hours or travel is on his scheduled day off, he will be compensated at straight time rates.

4. The employee will continue working in his current position at his current station for a time sufficient to allow for the processing of his SIDA badging in his new work location.

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

- 5. Following completion of the fingerprinting and SIDA application at his new station, the employee must present verification to his supervisor at his current station that the procedure is complete and he will transfer to the new location in accordance with Article 9 Filling of Vacancies.
- 6. No employee will incur any cost associated with the initial issue or timely renewal of Company or associated Airport/Base required ID badges.
- 7. An employee who cannot obtain a SIDA badge at his new station, but can maintain his SIDA badge at his current station, will be allowed to remain in his existing classification and pay status in his bid position at his current station. If an employee cannot maintain his SIDA badge at his current station, the employee shall be placed on a personal leave of absence with reinstatement rights for SIDA access for up to ninety (90) days, unless extended by the Company on the basis of extenuating circumstances.
- 17 8. Other expenses incidental to the transfer will be borne by the employee.

# **ARTICLE 21.1 – BACKGROUND CHECK LOA**

1 2	RE: BACKGROUND CHECK
2 3 4	Revised March 26, 2020
5 6 7	Tim Klima Airline Coordinator Transportation Department IAMAW
8 9 10 11	Mike Mayes Air Division Director Transport Workers Union of America
12 13 14 15 16	The Union has recently raised the question regarding the Company position should a criminal history records check, as required under the TSA fingerprinting regulations, disclose information regarding criminal activity that is not a disqualifying offense within the meaning of the regulations, <i>i.e.</i> , is not on the list of disqualifying offenses included in the regulations or did not occur within the last ten (10) years.
18 19 20 21 22 23	The answer is that no information obtained in connection with the CHRC will be used for any purpose not permitted under the regulations. We believe that the regulations as presently written do not provide for the use of any information regarding non-disqualifying offenses and/or any offenses that occurred more than ten (10) years before the date of the individual's application for unescorted SIDA access.
24 25 26 27	Sincerely,
28 29 30 31 32	James B. Weel Managing Director – Labor Relations American Airlines, Inc.

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## **ARTICLE 22 – HOLIDAYS**

- A. Employees will observe the following holidays each year: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The actual day on which the holiday falls will be observed as the holiday.
  - 1. If a holiday falls on an employee's day off, that employee will be paid in accordance with paragraph C below.
  - 2. The Company shall give at least seven (7) days' notice of any reduction in the required complement on any of the foregoing holidays.
  - 3. When a full scheduled crew is not required to work on a holiday, employees will be offered the holiday off on the basis of classification seniority, by shift, in the bid area at that location until the reduced complement is achieved. Once the reduced complement is achieved, if the Company then finds it necessary to increase the complement, those employees in the bid area who were not afforded an opportunity to work by reason of such reduction will be asked to work first in order of classification seniority, shift and department prior to utilizing the overtime list.
  - 4. For pay purposes, the twenty-four (24) hour holiday period shall begin with the starting time of the employee's regularly assigned shift.
  - 5. Employees receiving furlough allowance will not receive holiday pay.
  - 6. For employees who regularly work an eight (8) hour schedule, in addition to the eight (8) hours straight time pay for the holiday, employees who are scheduled to work on a holiday shall be paid at the rate of one and a half (1.5X) times for the first eight (8) paid hours worked or the rate of one and three quarter (1.75X) times for any hours worked during the holiday while on a field trip during their scheduled shift.
  - 7. For employees who regularly work a ten (10) hour schedule, in addition to the ten (10) hours straight time pay for the holiday, employees who are scheduled to work on a holiday shall be paid at the rate of one and a half (1.5X) times for the first ten (10) paid hours worked or the rate of one and three quarter (1.75X) times for any hours worked during the holiday while on a field trip during their scheduled shift.
  - 8. Employees who work more than their scheduled hours (overtime or field trip) on a holiday will be paid at the applicable overtime or field trip rate as described in Articles 18 Overtime or 19 Field Trips, plus straight time pay for the holiday for all additional hours worked on such holiday.
  - 9. Employees working a shift swap on a holiday will be paid the rate of one and a half (1.5X) times their regular rate of pay while working the holiday swap.

## **ARTICLE 22 – HOLIDAYS**

- 10. In order to be paid for holidays that fall during a given month, employees must be in an active pay status (all hours paid) for eighty (80) hours in such month. For purposes of this paragraph, time spent on unpaid FMLA, military, and occupational injury leaves shall count towards the eighty (80) hour requirement.
- B. An employee who is required to work (scheduled to work) may, at his option and upon notification to his supervisor, elect to work the holiday and be paid at the rate of one and a half (1.5X) times for his regularly scheduled shift hours, or the rate of one and three quarter (1.75X) times for any hours worked during the holiday while on a field trip during their scheduled shift, and receive one (1) compensatory day at his regular straight time rate deposited into their compensatory bank.
- C. Employees not scheduled to work, or scheduled to work, but not required to work on the above-mentioned holidays, will be compensated for the day equal to the number of regularly scheduled hours at their regular straight time rate, or may at their option, receive one (1) compensatory day at their regular straight time rate deposited into their compensatory bank.
- D. If an employee works overtime or a field trip on a holiday that falls on his regular scheduled day off, he will be paid at the applicable overtime or field trip rate as described in Articles 18 Overtime or 19 Field Trips, plus straight time pay for the holiday for all hours worked on such holiday.
- E. Any employee wishing to use compensatory day(s) must provide the Company with no less than seven (7) and no more than fourteen (14) days' written notice. The granting of compensatory day(s) will be made no more than seven (7) days nor no less than five (5) days before the day requested off. The Company will grant the compensatory day(s) off requests up to the vacation ratio. When more than one employee seeks compensatory day(s), Company seniority will govern. Once granted, senior employees will not be permitted to take compensatory day(s) already awarded to a junior employee. If an employee gives less than the required seven (7) days' notice, the Company will make every effort to grant the compensatory day(s) off requests up to the vacation ratio. If the employee makes a request, which exceeds the ratio, the Company may, at its sole option, grant the compensatory day request.
- F. Compensatory days may be taken in half (1/2) day increments.
- G. The maximum number of compensatory days that may be accrued will be seventeen and one half (17.5) days. Thereafter, no further accrual will be allowed and the employee will be paid for such holiday as described in this Article. When the compensatory day is granted, the employee will be paid the regularly scheduled hours for that day or half the hours if granted a half-day compensatory day.

## **ARTICLE 22 – HOLIDAYS**

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

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#### **ARTICLE 23 – VACATIONS**

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

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

E. Vacation allowances as are as follows:

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

Completed	Monthly	Max Yearly	Monthly Future	Max Yearly
Years of	Future	Future Vacation	Vacation Hours	Future Vacation
Service	Vacation Days	Days		Hours
1	1 day	10 days	8 hours	80 hours
4	1.5 days	15 days	12 hours	120 hours
11	2.0 days	20 days	16 hours	160 hours
24	2.5 days	25 days	20 hours	200 hours
29	3.0 days	30 days	24 hours	240 hours

## Vacation accrual in year 2022 for use in 2023 and all years thereafter

Completed Years	Monthly	Max Yearly	Monthly Future	Max Yearly
of Service	Future	Future Vacation	Vacation Hours	Future Vacation
	Vacation Days	Days		Hours
1	1 day	10 days	8 hours	80 hours
4	1.5 days	15 days	12 hours	120 hours
11	2.0 days	20 days	16 hours	160 hours
17	2.5 days	25 days	20 hours	200 hours
24	3.0 days	30 days	24 hours	240 hours

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

G. Employees will be permitted to select their vacation in a shop, station, or department in which they are employed in accordance with their Company Seniority. The three (3) basic shifts will be recognized for vacation selection purposes; however, where mutually agreed to between the Company and the IAM General Chairman/TWU Local President, vacations may be selected by other than shift in a shop, station or department.

H. The Company will submit to the Union at each shop/bid area function and location by October 15th the vacation schedule for the succeeding year. Employees may reserve up to one hundred twenty (120) hours of earned vacation to be taken one (1) or more days at a time (DAT). Any changes to the number of DAT days the employee had the previous year must be made by midnight, November 1st. Employees who do not elect to change the number of DAT days will have the same number of DAT days as in the previous year. Employees will have up to December 1st to choose vacation periods, and the Company shall post the vacation assignments as indicated from the employee's preferences by December 20th.

I. The Company will allow a minimum of one (1) employee off for every forty (40) weeks accrued vacation in a job classification by shift. For example: One (1) to forty (40) weeks, one (1) employee will be off; forty-one (41) to eighty (80) weeks, two (2) employees will be off, etc. Vacation will be bid by Classification as follows:

2. Technical Crew Chief Aircraft Maintenance Technician

#### M&R

 1. Inspector

3. Crew Chief Aircraft Maintenance Technician - Aircraft Maintenance Technician

4. Overhaul Support Mechanic

## 25 3:

## **ARTICLE 23 – VACATIONS**

6. Technical Crew Chief Plant Maintenance mechanic (GSE/Facilities)

5. Crew Chief Cleaner - Cleaner

5	7. Crew Chief Plant Maintenance mechanic (Facilities)
6 7	8. Crew Chief Plant Maintenance mechanic (GSE)
8 9	9. Plant Maintenance mechanic (Facilities) – Maintenance Support Person
10 11	10. Plant Maintenance mechanic (GSE) – Maintenance Support Person
12 13	11. Senior/Quality Assurance Auditor
14 15	12. Senior/Maintenance Planner
16 17	13. Senior/Technical Document Specialists
18 19 20 21 22 23 24 25	a. However, Crew Chiefs will bid vacation on a separate list when the total Crew Chiefs vacation accrual on a basic shift within a bid area is twenty (20) weeks or more. When Crew Chiefs are bid on a separate list all Crew Chief vacation periods designated for DAT will be included for purposes of establishing the allowable number or employees off under the one (1) to forty (40) ratio. Where the Company elects to make additional vacation weeks available above the one (1) to forty (40) ratio, such weeks will be posted subject to the needs of service.
28 29 30 31	The first eighty (80) hours of vacation designated as DAT each year will not be included, for the purpose of establishing the allowable number of employees off, under the one (1) to forty (40) week ratio. It is further agreed that a single list will be utilized for vacation bidding when the total accrued weeks within the above job classifications in any shop, function or location do not total forty (40) weeks.
32 33 K. 34 35 36	The vacation selection ratio finalized on December 1, shall not be revised unless an increased complement of employee vacation weeks exceeds the remaining open vacation weeks for the year.
37 L. 38 39 40 41 42	An employee may split vacation in periods of not less than one week consistent with vacation scheduling. This selection must be made in between normal days off. Once the initial list has been finalized, an employee may be permitted to take five (5) consecutive days of vacation over the period of two (2) different workweeks, provided a written request is submitted thirty (30) days prior to the vacation period and the vacation ratio is maintained in both weeks.
43 44 M. 45 46	An employee's scheduled days off immediately following his vacation will be the same as his scheduled days off immediately preceding his vacation.

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#### **ARTICLE 23 – VACATIONS**

- N. Any employee wishing to use DAT vacation day(s) must provide the Company with no less than seven (7) and no more than fourteen (14) days written notice. The granting of DAT vacation will be made no more than seven (7) days nor no less than five (5) days before the day requested off. The Company will grant the DAT vacation day(s) and compensatory day off requests up to the vacation ratio, as described in this Article. When more than one employee seeks DAT vacation, Company Seniority will govern. Once granted, senior employees will not be permitted to take DAT vacation day(s) already awarded to a junior employee. If an employee gives less than the required seven (7) day notice the Company will make every effort to grant the DAT vacation day(s) off requests up to the vacation ratio. If the employee makes a request, which exceeds the ratio, the Company may, at its sole option, grant the DAT vacation day request. (Also see Article 15 Shift Swap, DAT Swap)
  - 1. DAT days may be taken in half (1/2) day increments or one (1) hour increments (HAT).
  - 2. Compensatory days may be taken in half (1/2) day increments based on the needs of service as determined by the Company.
  - 3. An employee will not be granted DAT vacation on a holiday, regular day off (RDO), or during a bid vacation period.
  - 4. If a Crew Chief/Senior is granted DAT vacation, the Company may upgrade, subject to the terms of the Agreement, a Mechanic (or other employees as may be appropriate) to replace the Crew Chief /Senior for the DAT day(s).
  - 5. Any DAT vacation which has not been used by the end of the calendar year will be paid to the employee no later than four (4) weeks from January 1 in the following year.
  - 6. Priority for granting DAT vacation time-off will be as follows: DAT, then compensatory day.
- O. Vacation accrued through the last day of work will be paid to any employee leaving the service of the Company because of retirement, reduction in force, resignation, or discharge. In case of the death of an employee, the amount due shall be paid to his legal heir or representative.
- P. Any employee on active military leave, in lieu of pay, may bank accrued vacation for up to a maximum of one (1) year's accrual. Employees who elect to bank vacation under these provisions must take the banked vacation in the year of their return where practicable. Where not practicable banked vacation must be taken in the year following their return to work. Block vacation not used will be paid to the employee no later than four (4) weeks from January 1 in the following year.

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#### **ARTICLE 23 – VACATIONS**

- Q. Regularly scheduled days off or recognized holidays at the beginning or end of a vacation period will not be considered as part of the vacation period, but if recognized holidays fall within an employee's vacation period, the employee will exercise one of the following options and will indicate which option prior to starting the vacation:
  - 1. Receive holiday pay for holiday(s) and extend vacation by applicable number of day(s),

or

2. Receive no holiday pay for holiday(s), extend vacation by applicable number of day(s) and bank applicable number of compensatory day(s),

or

- 3. Receive vacation pay on holiday(s), do not extend vacation and bank applicable number of compensatory day(s).
- 4. Extensions will occur on the first regularly scheduled work day(s) following the vacation period unless local management approves granting the extension on the last regularly scheduled work day(s) before the vacation period.
- 5. Extensions of vacation resulting from this provision will not be counted toward the allowable number of employees off, as described in this Article.
- R. Requests for vacation leave will be granted, so far as possible, on the basis of Company seniority at the shop, location, station, or department. However, senior employees will not be permitted to take vacation leave already awarded to a junior employee.
- S. Employees shall be given vacation pay prior to taking vacation if requested, provided the employee makes application in writing to his immediate supervisor at least two (2) weeks prior to starting vacation.
- T. The Company will make every effort, consistent with the needs of the service, to allow employees required to move to a different shop, station, or department as a result of a reduction in force, to take the vacation period they had in their previous bid area.
- U. The Company will permit employees moving to a different shift within their bid area to take their previously bid vacation period to their new shift.
- V. Bid vacation periods may not be cancelled, unless another vacation period can be simultaneously awarded. Employees who continue to be out on Medical and/or OJI Leaves who have accrued unused vacation will be paid out, no later than four (4)

#### **ARTICLE 23 – VACATIONS**

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

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

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

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

#### **ARTICLE 24 – SICK LEAVE**

A. Employees with more than one (1) month service with the Company will accrue eight (8) hours of sick leave credit for each month (excluding the months of June and October) of service up to a maximum of sixteen hundred (1600) hours credit. Employees must be in an active pay status (All hours paid) for eighty (80) hours in a month to accrue sick leave for the month. For purposes of this paragraph, time spent on Military, Occupational Injury leaves, or unpaid FMLA leaves shall count towards the eighty (80) hour requirement. Employees receiving Severance Allowance do not accrue sick leave.

B. Employees shall be paid at one hundred percent 100%, beginning with and including the first (1st) day of any illness, provided they have sick leave remaining in the bank.

C. During an illness, the number of hours paid will be charged against the accumulated hours, and eight (8) hours credit for each succeeding month (excluding the months of June and October), of service shall again be credited to the employee until the total credit again reaches sixteen hundred (1600) hours. Sick leave usage within a pay period will be reflected on the employee's pay stub.

D. The Company will provide a sick leave balance on employee pay stubs. The seniority roster will also show accumulated sick leave credits.

E. Employees who have more than, sixteen hundred (1600) hours in their sick bank as of March 26, 2020, will be grandfathered and will not accrue sick leave until such time their sick leave bank drops below sixteen hundred (1600) hours.

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

G. The employees and the Union recognize their obligation of being truthful and honest in preventing unnecessary absences or other abuses of sick leave privileges. Employees may be required to present confirmation of illness, and the Company reserves the right to require, when in doubt of a bona fide claim, a physician's certificate to confirm such sick claim. Employees who abuse sick leave privileges may be subject to disciplinary action by the Company.

H. Except as specified in K (2) of this Article, only hours absent due to illness or injury of the employee, which are not compensable under the applicable Worker's Compensation Laws, will be paid from his allowed sick leave. Payment will be based on the employee's regular hourly rate.

I. The intended purpose of the sick leave benefit is to protect the earnings of the employee during necessary absence from work due to illness or injury, and to aid the employee in meeting bills when sickness or injury have temporarily taken away his ability to work.

#### **ARTICLE 24 – SICK LEAVE**

J. Employees are not eligible for sick pay on a designated holiday. Holiday as used in this Article, is defined as the twenty-four (24) hour period beginning with the employees' regular scheduled shift.

K. During an employee's absence due to an occupational illness or injury, compensable under the applicable Workers' Compensation Law, will receive from the Company the following benefits:

1. For the first twenty (20) workdays absent, the difference between his regular hourly rate of pay and Workers' Compensation payments, if any.

2. At the conclusion of the period referred to in (1) above, an employee drawing Workers' Compensation may, at his option, draw upon his accrued sick leave, up to the extent of his accrual, at the rate of up to one-half (1/2) regular pay. Provided, however, the sum of such Workers' Compensation weekly payments plus such sick pay benefits will not exceed the employee's regular base weekly pay. Corresponding deductions will be made from his available sick leave accrual. Deductions will be to the nearest 0.1 of an hour up to a maximum of one-half day of sick leave.

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

L. Upon separation from the Company, an employee will be paid ten-dollars and eighty cents (\$10.80) for each hour of accrued sick leave in his sick bank.

M. To the fullest extent permitted by law, this Agreement shall operate to waive the provisions of any sick leave laws that are inconsistent with the terms of this Agreement, and shall supersede and be considered to have fulfilled all requirements of such laws. To the extent applicable law is inconsistent with the terms of this Agreement, and such law is not waivable, an employee shall be entitled to the more generous sick leave protections provided by applicable law or this Agreement.

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

### B. Personal Leave of Absence

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

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

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

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

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

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

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

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

2. The Company may require adoption/maternity/paternity leave to run concurrently with FMLA leave (if such leave otherwise qualifies as FMLA leave). If the employee has exhausted or exhausts FMLA Leave prior to or during this eight (8) week period, the Company will grant adoption/maternity/paternity leave of up to. but no more than, eight (8) total weeks from the birth or adoption of the child unless an additional period is required by applicable law.

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#### D. Family Medical Leave Act

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

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

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### E. Union Leave

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

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

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

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

#### F. Medical Leave of Absence

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

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2. An employee granted an indefinite medical leave, which does not detail time limits. shall at the end of the first one hundred eighty (180) day period reconfirm his sickness or physical disability. If the sickness or disability continues, the employee may be required to reconfirm his medical condition, at the end of each one hundred eighty (180) day period.

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3. Employees, who exhaust sick leave, due to sickness or occupational injury and are placed on an unpaid medical leave of absence, will remain eligible for group health benefits for twelve (12) months at the active Company subsidized rates provided he pays his share of the cost as if active. At the end of the twelve (12) months the employee can continue coverage if he pays the full cost up to the length of the leave.

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4. Employees not returning from Medical leave due to sickness or occupational injury within five (5) years will be deemed to have resigned from their position. This, however, shall not be automatic. Instead, the Company, upon request from the employee prior to the expiration of the five-year (5) term, shall consider whether an additional period of leave of a specific duration may be reasonable. The Company will provide one hundred eighty (180) days written notification prior to the expiration date of the five (5) year period. The notification will be made via certified U.S. Mail return receipt or equivalent carrier to the employee's last known address.

- G. Employees on sick leave, personal leave, authorized Union business leave, medical leave of absence, or occupational injury leave for more than ninety (90) work days will return to work in accordance with the provisions of this Article.
  - 1. An employee returning from an authorized leave of absence, or extension thereof, will be returned to the Bid Work Area and Shift held when the leave was granted. If the job no longer exists, or has been filled by a more senior employee, he shall exercise his seniority within his bid area by bumping the junior employee in the bid area. In the event that a returning employee causes another employee to be bumped, the junior employee on the overage shift will be required to bump the junior employee in the bid area.

#### H. Military Leave

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

#### I. Political Leave

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

#### J. Jury Duty

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

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

#### K. Bereavement Leave

1. Upon providing proper documentation, employees shall be allowed three (3) work days off without loss of pay if they suffer a death in their immediate family, and up to two (2) additional unpaid days upon request (for a total of five (5) days). Immediate family for the purposes of this Paragraph shall include:

Spouse, Domestic Partner
Children and stepchildren (dependent/non-dependent)
Children and stepchildren (dependent/non-dependent) of Domestic Partner
Son in-law/daughter-in-law
Parents/step-parents
Parents/step-parents of spouse/Domestic Partner
Siblings, step-siblings, siblings-in-law
Sibling, step-siblings, siblings-in-law of spouse/Domestic Partner
Grandparents/step-grandparents/grandparents-in-law
Grandparents/step-grandparents/grandparents-in-law of Domestic Partner
Grandchildren/step-grandchildren
Grandchildren/step-grandchildren of Domestic Partner
Legal guardian/Former legal guardian
Other family members permanently living in the household
If an employee, spouse, or Company recognized domestic partner experiences a medically documented miscarriage

To the extent that Company policy provides more expansive bereavement leave benefits, those benefits will be applied to employees covered by this Agreement.

L. Any employee on personal, medical, or occupational leave of absence, of more than seven (7) consecutive days, engaging in gainful employment not provided for in this Article without written permission from the Company and the Union, or engaging in activities which may bring discredit to the Company or its employees, shall be deemed to have resigned and his name stricken from the seniority roster.

M. Unless otherwise specified, employees not returning from any leave of absence within the time frame as described in the Leave of Absence matrix in this article, will be deemed to have resigned from their position. This provision does not apply to furloughs.

N. An employee on any leave of absence will physically report to his station on his first scheduled workday following the expiration of the leave. It is the responsibility of the employee to contact the Company prior to the expiration of his leave of absence to ensure that he knows his schedule and assignment. Failure to report or to secure a renewal of a leave of absence will terminate the leave of absence and his employment. It is the responsibility of the Company to inform the employee of the expiration date of any approved leave of absence. The Company will also inform the employee of the procedures regarding any benefits while on his leave.

O. Any written communication between the Company and an employee on a leave of absence will be via certified or registered United States mail, return receipt requested, or by United Parcel Service or equivalent, confirmation of delivery requested.

1. Any change in address must be filed promptly in accordance with Company Policy.

2. The rights of an employee on a leave of absence under the provisions of this Article, in regard to the maximum duration of a leave, Company seniority accrual, classification seniority accrual, pay seniority accrual, vacation accrual, sick leave accrual, credited service for pension, and reinstatement rights are listed in the chart that follows.

	Unpaid - FMLA	Medical Leave	Personal Leave	Unpaid Adoption - Baby bonding	Military Leave	Union Leave	Political Leave	Occupati onal IOD Leave	Furlough Leave
Duration of Leave	In accordance with applicable law	Up to 5 years	Up to 12 months	Up to 8 weeks or In accordanc e with applicable law	Up to 5 years - or in accordance with Federal Law	Up to 12 months or term of office	Term of Office	Up to 5 years	Life Time recall
Class Seniority accrual	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Accrue up to 5 years - Retain thereafter
Pay Seniority accrual	Duration of Leave	Duration of Leave	Up to 60 calendar days	Duration of Leave	Duration of Leave	Duration of Leave	Up to 60 calendar days	Duration of Leave	Up to 90 calendar days
Company Seniority accrual	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave	Duration of Leave
Sick accrual	Duration of Leave	Up to 60 calendar days, then retain	No accrual, Retain	Up to 60 calendar days, then retain	Duration of Leave	Duration of Leave	No accrual, Retain	Duration of Leave	No accrual, Retain
Vacation accrual	Duration of Leave	Up to 60 calendar days, then retain	Up to 60 calendar days, then retain	Up to 60 calendar days, then retain	Duration of Leave	Duration of Leave	None	Duration of Leave	None
Medical /Dental Insurance	Active rates for duration of leave	12 months - same as active rates, (inclusive of FMLA Leave), then full rates for duration of leave	Full rates for duration of leave	Full rates for duration of leave	In accordance with USERRA, Active rates for duration of leave	Active rates for duration of leave	Cobra Eligible	12 months - same as active rates, (inclusive of FMLA Leave), then full rates for duration of leave	Active coverage ends 90 days after last compensable day under Agreement, then Cobra begins
Life Insurance	Active rates for duration of leave	Active rates for duration of leave	Active rates for duration of leave	Active rates for duration of leave	In accordance with USERRA, Active rates for duration of leave	Active rates for duration of leave	Eligible to convert to individual policy	Active rates for duration of leave	Active coverage ends 90 days after last compensable day under Agreement then may convert
Travel Privileges	Per Company Policy	Per Company Policy**	Per Company Policy	Per Company Policy	Per Company Policy	As if active	None	Per Company Policy	After last compensable day under Agreement, three (3) years for employee & Family - all others per Company Travel Policy

<sup>\*\*</sup> For Medical Leave of Absence only: In the event the Company plans to modify the travel privilege policy that applies to an Association represented employee on a Medical Leave of Absence, the Company will meet and discuss the modification(s) with the Association to reach a mutual agreement and the Association agrees that it will not unreasonably withhold their agreement.

#### **ARTICLE 26 - LIMITED DUTY**

- A. Employees who are injured in the service of the Company or have restrictions as a result of an off the job illness or injury, after the effective date of this agreement, will be allowed to work in accordance with the following, at their station, based on their classification seniority:
- 1. The Company will provide indefinite limited duty to employees providing that their restrictions are such that they can perform substantially all the essential elements of their job.

- 2. Employees who are able to perform reasonable productive work within their classification, but not substantially all the essential elements of their normal work classification will be provided limited duty for up to ninety (90) work days for an injury on the job or sixty (60) work days for an off the job illness or injury to the extent that there is meaningful work available.
- 3. Where the employee's medical restrictions are such that the employee is unable to perform reasonable work within their classification, and where the Company determines that productive work (for which the employee is qualified) exists, then such work may be assigned for periods not to exceed sixty (60) work days during the recuperative process.

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

1 2	Attachment 26.1				
3	December 5, 2017				
5 6 7 8	Tim Klima Airline Coordinator Transportation Department IAMAW				
9 10 11	Mike Mayes Air Division Director Transport Workers Union of America				
12 13	Li	imited Duty			
14 15 16 17 18	S S	oint Collective Bargaining Agreement (JCBA) for employees, and Stores/MLS, the following was			
19 20 21 22 23 24	The Company agrees that any employee on limited duty as a result of an injury on the job or a personal illness or injury suffered, prior to the effective date of the Joint Collective Bargaining Agreement (JCBA) agreement, will be grandfathered under the limited duty terms that applied at the time of the injury or illness and will continue to receive the benefits of such provisions.				
25 26 27	If the above accurately reflects your und signing below.	derstanding of our agreement, please indicate by			
28 29	If you have any questions, please let me	e know.			
30 31 32	Sincerely,				
33 34 35 36	James B. Weel Managing Director – Labor Relations American Airlines, Inc.				
37 38 39	Agreed to:				
40 41	Tim Klima Airline Coordinator	Mike Mayes Air Division Director			
42 43	Transportation Department IAMAW	Transport Workers Union			

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

A. Employees may be required to submit to a Company paid Medical examination at the time of employment and any time two (2) or more members of management concur there is a serious question as to an employee's physical or mental condition that may impair the performance of his duties or pose a safety hazard to himself, other employees, or customers. The employee will be notified in writing which will include an explanation of the reason(s) for the evaluation. The employee shall be furnished a copy of the Company's Medical Examiner's report in writing.

B. Any information obtained by or as a result of a Company's medical examination shall be strictly confidential between the Company, its insurance carriers, the Company's doctor, and the employee, and shall not be divulged to any other person without the written permission of the employee unless required by subpoena, court order or other legal process. This information will be limited to the reason for the medical examination as described in paragraph A.

C. During the time the employee is absent from work under the provisions of this Article, he will be compensated at his regular rate of pay, for his regularly scheduled shifts, exclusive of shift trades, inclusive of seniority and benefits.

D. Should the employee be deemed fit for duty the Company will return him to work immediately and restore him to his former position consistent with his seniority.

E. If the Company's Medical Examiner determines that the employee is able to return to work with restrictions, the Company will then engage in a conversation with the employee, to determine whether it is reasonable to return the employee to work with restrictions. Upon request of the employee, a Union Representative may participate in the conversation.

1. If the Company determines it is not reasonable to return the employee to work with restrictions, the employee may appeal the findings of the Company's Medical Examiner under the provisions of paragraph G of this Article, in writing, within seven (7) days of the Company's notification to the employee.

F. When an employee fails to pass the Company's medical examination, the employee may appeal such actions under the provisions of paragraph G of this Article, in writing, within seven (7) days of receipt of the Company's Medical Examiner's report.

G. When an employee appeals under this Article, he shall have a review of his case as follows:

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

- 1. The employee may employ a Medical Examiner, of his own choosing and expense, for the purpose of conducting a physical/mental examination covering the problem(s) and/or conditions covered by the Medical Examiner employed by the Company which found the employee unfit for duty. The employee must take all necessary steps to schedule this exam in an expeditious manner.
- 2. A copy of the findings of the Medical Examiner chosen by the employee shall be furnished to the Company and in the event that such findings verify the findings of the Medical Examiner employed by the Company, no further review of the case shall be afforded. If the employee's Medical Examiner determines that the employee is able to return to work with restrictions, and the Company's Medical Examiner subsequently agrees, the Company will then engage in a conversation with the employee to determine whether it is reasonable to return the employee to work with restrictions. Upon request of the employee, a Union Representative may participate in the conversation. If the Company's Medical Examiner does not agree with the employee's Medical Examiner that the employee can return with restrictions, then the employee may seek review by a neutral Medical Examiner in accordance with Paragraphs G (3) and G (4) below.
- 3. In the event that the findings of the Medical Examiner chosen by the employee disagrees with the findings of the Medical Examiner employed by the Company, the Company will, at the written request of the employee, ask that the two (2) Medical Examiners agree upon and appoint a third neutral Medical Examiner, preferably a specialist, for the purpose of making a further medical examination of the employee to determine his fitness for duty. The employee must submit the written request within seven (7) days of receipt of the findings of his Medical Examiner.
- 4. The neutral Medical Examiner shall then make a further examination of the employee in question, and the case shall be settled on the basis of such findings. If the neutral Medical Examiner determines that the employee is able to work with restrictions, the Company will then engage in a conversation with the employee to determine whether it is reasonable to return the employee to work with restrictions. Upon request of the employee, a Union representative may participate in the conversation. Copies of such Medical Examiner's report shall be furnished to the Company and to the employee.
- 5. The expense of the third Medical Examiner will be borne by the Company including all expenses related to travel such as airfare and hotel. If the employee fails to show for the scheduled appointment and has no justifiable reason, he will be responsible for any no show fee. This paragraph also applies to employees required to submit to an initial Company medical examination outside of their domicile.

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

H. The Company's obligation to compensate an employee who is out of work under this
Article shall cease upon the earlier of an employee's failure to appeal within the
specified time limits, failure to attend/schedule appointments or based on a Medical
Examiner's findings as specified above. The Company, however, may excuse an
employee's failure to attend scheduled appointments if it concludes the employee had
a justifiable reason.

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

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

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

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

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

2. Receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations to resolve the hazards and complaints. The Employee/Union Representative should first notify and discuss any safety complaint with his immediate supervisor/manager. Management will address the safety concern in a reasonable time frame and will advise the Employee or Union Representative of the action taken. If the action taken is not satisfactory to the Employee or Union Representative, it will be forwarded to the Joint Safety Committee (JSC) for further review with information from the company reporting system.

3. See that all applicable sanitary and safety regulations are complied with.

4. Make recommendations for the maintenance of appropriate sanitary and safety standards.

5. In the event that the Joint Safety Committee is unable, within sixty (60) days, to resolve an issue which has been brought to its attention, either the Company or the Union may submit the issue to the System Joint Safety Committee which will constitute a board to review the issue. In cities where an APC (Accident Prevention Council) exists, TWU Local President/IAM General Chair will appoint a representative(s) to participate on the APC. Prior to sending an issue to the System

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

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

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

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

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

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

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

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

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

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

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

K. Employees injured while at work shall be given medical attention at the earliest possible moment, and employees shall be permitted to return to work without signing any release of liability pending the disposition of settlement of any claims for damage or compensation. Such injured employees who are able to work will be allowed to obtain medical attention without loss of time. It is the responsibility of the injured employee to report an injury to his immediate supervisor or if unavailable, another member of management, during the work period in which the injury occurred, if or as soon as physically possible.

L. The Company will provide Personal Protective Equipment (PPE) to employees who work in areas where PPE is required by the Company or Government Statutes/Regulations. Employees will be required to use or wear the devices in performing that work.

M. The Company will provide employees with prescription and/or non-prescription safety glasses for use at work, Employees provided prescription glasses must provide their own prescription. One (1) pair of prescription glasses will be provided each two (2) year period unless damaged in the performance of their duties or due to a prescription change. The Company will involve the System Joint Safety Committee in the selection of vendor and/or products to be utilized by the employees.

N. Employees covered by this Agreement shall not be required to work on aircraft or ground equipment outside of hangars during inclement weather when hangar space is available to the Company. This clause shall not apply to work on aircraft or ground equipment for immediate service or on such equipment (e.g., jet-way) that cannot be easily brought to a hangar. Suitable rain suits or protective outer garments shall be kept available at all shops or points by the Company.

O. In the event of a work place accident that results in loss of life, or limb, the Association Ground Safety Directors shall be notified by the Company of the incident as soon as possible by e-mail, text message and/or phone call. Upon notification the Association Ground Safety Directors, shall be deployed to the accident scene on a space positive basis and be permitted to conduct an investigation, in conjunction with the Company, of the accident on behalf of the injured member.

P. A Union representative of the Joint Safety Committee at the effected location will be informed of any OSHA enforcement activity and will participate in any OSHA workplace inspection, conferences or hearings without loss of time possible.

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

#### A. LIFE INSURANCE – Active Employees

The Company will provide the following life insurance coverage for TWU/IAM Association represented active employees:

1. For an employee whose base monthly salary is \$1,500 or more, his basic life insurance coverage will be \$70,000 and the premiums will be paid by the Company.

2. The Company will offer additional, employee paid voluntary life insurance coverage, per Company policy, for which the coverage and the rates will be no less than any other represented workgroups.

B. HEALTHCARE COVERAGE - Employees

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

1. The Company will offer the following two (2) medical coverage options in the Medical Plan (i) the Standard option; and, (ii) the Core option which is a Health Savings Account-compatible medical plan option. The Company reserves the right to amend the Medical Plan at the Company's sole discretion, with the exception of:

a The Standard option plan design features in the Chart of Medical Plan Coverage Option Design Features in Paragraph B (11)

b The employee contribution methodology for the Standard and Core options described in Paragraphs B (4) and B (6);

2. If the Company offers the High Cost Coverage ("HCC") option in the Medical Plan in any plan year, employees eligible to enroll in the Standard or Core options will be eligible to enroll in the High Cost Coverage option with the same plan design and cost share as offered to other represented workgroups. If HCC is offered, part-time employees will be offered the same option as full-time employees and at the same contribution rates. If a more favorable cost share and/or plan design, in the aggregate, for the HCC if offered, is provided to another represented workgroup, such cost share and/or plan design elements shall be provided to the Association represented employees. The Company reserves the right to amend or terminate the High Cost Coverage option, at its sole discretion.

## <u> ARTICLE 29 – BENEFITS</u>

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

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

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

- 9. New hire employees eligible for healthcare coverage will default to the Medical Plan's Core option for Employee only coverage on their eligibility date unless the employee waives coverage or elects another healthcare coverage option or level of coverage offered during the initial enrollment period.
- 10. To the extent the Company is offering incentives in any plan year to employees for participating in a wellness program, employees enrolled in the Standard and Core options will be eligible for those incentives provided they meet the criteria (as established by the Company in its discretion) for earning the incentive.
- 11. Chart of Medical Plan Coverage Option Design Features for 2020:

	Standard	Core
Current Plan Design Features		
Health Spending Accounts	HRA	
In Network Deductible	\$850/\$2,550	
(Single/Family)		
Out of Network Deductible	\$3,000/\$9,000	
(Single/Family)		
Coinsurance (In/Out)**	20%/40%	
In Network Out of Pocket Max	\$2,000/\$5,000	
(Single/Family)		
Out of Network Out of Pocket	\$6,000/\$15,000	
Max (Single/Family)		
Primary Care Physician	\$30*	
Copay (In Network only)	40% out of Network	
Specialist Copay (In/Out)	20%/40%	
Retail Clinics Copay (In/Out)	20%/40%	
Preventive Care	\$0	
Emergency Room	Ded/Coins/\$100 CoPay	
Pharmacy (Retail)		
Generic	20% (\$10 min/\$40 max)	
Formulary Brand	30% (\$30 min/\$100 max)	
Non-Formulary Brand	50% (\$45 min/\$150 max)	
Pharmacy (Mail)		
Generic	20% (\$5 min/\$80 max)	
Formulary Brand	30% (\$60 min/\$200 max)	
Non-Formulary Brand	50% (\$90 min/\$300 max)	
2020 Monthly Contributions		
EE Only	\$108.78	\$96.70
EE + Spouse	\$282.84	\$251.43
EE + Child(ren)	\$195.81	\$174.06
EE + Family	\$380.75	\$338.47

<sup>\*</sup>Deductibles and co-insurance apply if provider is out-of-network.

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

The following provisions apply to the Standard option:

- a. Deductibles do not apply toward Out of Pocket maximum;
- b. Medical coinsurance applies towards Out of Pocket maximums;
- c. Pharmacy coinsurances do not apply towards deductibles, but do apply towards Out of Pocket maximums;
- d. Co-pays do not apply to the deductible.
- 12.If a more favorable cost share and/or plan design, in the aggregate, for the Standard or Core options, is provided to another represented workgroup, such cost share and/or plan design elements shall be provided to the Association represented employees.
- 13. The Company has the right to amend any provision in the Medical Plans for the purpose of complying with applicable laws and regulations.
- 14. Employees will be required to timely pay for all benefits, including Flexible Spending Account (FSA) contributions, in order to maintain coverage, including while on a Leave of Absence, through payroll deduction, the direct bill process or other collection process as applicable.
- 15. Notwithstanding the foregoing Paragraphs B.1-14, the Company will provide the following healthcare coverage for certain Legacy US Airways employees under the American Airlines, Inc. Health Benefit Plan for Certain Legacy Employees (the "Legacy US Airways Medical Plan"):
  - a. Legacy US Airways employees enrolled in the Legacy US Airways Medical Plan immediately prior to March 26, 2020 will continue to be eligible to participate in the Legacy US Airways Medical Plan, subject to the following:
    - i. The PPO80/60 option will be a coverage option under the Legacy US Airways Medical Plan.
    - ii. The PPO90/70 option will be a coverage option under the Legacy US Airways Medical Plan until it sunsets on December 31st of the year in which the Agreement becomes amendable. Provided, however, that if the amendable date falls within or after the annual enrollment period occurring in the Amendable Year, participants in the PPO90/70 option will have the option to remain in the PPO90/70 option until December 31st of the year

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#### <u>ARTICLE 29 – BENEFITS</u>

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

- iii. The Legacy US Airways Medical Plan PPO100/80 option will sunset on December 31, 2020. If participants in the PPO100/80 option do not elect a new coverage option during the open enrollment in the year the PPO100/80 sunsets, such participants will be defaulted into PPO80/60option coverage for the following year.
- b. The Legacy US Airways Medical Plan will not be open to new participants, including new hires and transfers who are not already enrolled in the Legacy US Airways Medical Plan, on and after March 26, 2020; provided, however, that the following will have a one-time opportunity to enroll in the Legacy US Airways Medical Plan during the 2020 annual enrollment:
  - (i) Eligible Legacy US Airways employees who, as of March 26, 2020, who are not, enrolled in the Legacy US Airways Medical Plan.
  - (ii) Eligible employees in the following accreted groups as of March 26, 2020: Central Load Planners, Tower/Operations/Control Center Coordinators, Quality Assurance Auditors, Aircraft Maintenance Planners, Technical Documentation Specialists, Bill of Work/EO/AD Planners, Material Planners, and AOG-MCU Planners, Maintenance Training Specialists.
- c. If a participant in the Legacy US Airways Medical Plan ceases to participate in any option of the Plan for any reason, the participant will not be able to re-enroll in the Legacy US Airways Medical Plan.
- d. Employee contribution methodology and plan design features for the Legacy US Airways Medical Plan including prescription drugs will be those in the 2014 Collective Bargaining Agreements between US Airways and the IAM, covering Mechanic and Related, MTS, and Fleet Service.
- e. Existing benefits under the Legacy US Airways Medical Plan will not be decreased during the term of this Agreement.
- f. Employee contribution rates will be the same for part-time employees and fulltime employees.
- g. The Company shall have discretion to offer participants incentives to exit the Legacy US Airways Medical Plan.

## <u>ARTICLE 29 – BENEFITS</u>

h. In the event that the TWU/IAM Associations or the IAM should lose representation rights for a specific employee group through a representation election conducted by the National Mediation Board ("NMB"), the Company shall immediately have the right to eliminate, alter, modify, or merge with an existing plan, the Legacy US Airways Medical Plan provided under this Agreement for the specific employee group whose representation has changed.

#### C. **DENTAL COVERAGE**

The Company will provide the following dental coverage for TWU/IAM Association represented active employees:

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Chart of Dental Coverage Design Features for 2020:

	Plus	Basic
Current Plan Design Features		
In Network Deductible	\$0 – Preventive	\$0 – Preventive
	\$50 – All other	\$50 – All other
Out of Network Deductible	\$75	\$75
Annual Maximum – In	\$2000	\$1000
Network		
Annual Maximum – Out of	\$1500	\$750
Network		
Orthodontia – Lifetime	\$2000	\$1000
Maximum – In Network	,	•
Orthodontia – Lifetime	\$1500	\$750
Maximum – Out of Network		
Preventive Co-insurance – In	100%	100%
Network		
Preventive Co-insurance –	80%	80%
Out of Network		
Basic Co-insurance – In	80%	50%
Network		
Basic Co-insurance – Out of	50%	50%
Network		
Major Co-insurance – In	80%	50%
Network		
Major Co-insurance – Out of	50%	50%
Network		
Orthodontia – Co-insurance –	50%	50%
In Network		
Employee Cost Share	23%	23%

2020 Monthly Contributions			
EE Only	\$8.31	\$5.98	
EE + Spouse	\$17.20	\$12.38	
EE + Child(ren)	\$18.62	\$13.41	
EE + Family	\$29.42	\$21.18	

The Company has the right to amend the dental plan for the purpose of complying with applicable laws and regulations. If more a favorable cost share and/or plan design, in the aggregate, is provided to another represented workgroup, such cost share and/or plan design elements shall be provided to the Association represented employees.

#### D. VISION COVERAGE

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

2. The Company will offer a voluntary, employee funded vision plan, and such plan will be available at the same contribution rates as other represented workgroups. The plan design features of the vision plan will be at the discretion of the Company.

#### E. DISABILITY COVERAGE

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

#### F. MEDICAL COVERAGE – Retirees

The following is effective for all TWU/IAM Association represented employees retiring on or after March 26, 2020:

  Notwithstanding any other collective bargaining agreement provisions, and all other agreements, past practices, and arbitration awards between the parties, the Company is not required to maintain, fund, or provide for retiree medical insurance benefits.

2. For retiree medical coverage for retirees ages 55 through 64: Eligible employees retiring on or after age fifty-five (55) with five (5) years of service and through age sixty-four (64) will have access to a Company-sponsored retiree medical plan option. Retiree contribution rates for this coverage will be one hundred percent (100%) of projected annual expenses (which includes administrative expenses) using data, assumptions, and methodologies for calculating future retiree healthcare costs.

3. Retiree medical coverage shall cease when the retired employee attains age sixty-five (65). Retirees age sixty-five (65) and over will be offered access to purchase,

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

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

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

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

<u>and</u>

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

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

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

#### H. LIFE INSURANCE - Retirees

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

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

#### J. TOOL BOX INSURANCE

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

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

\$5,000	Rollaway, Tool Box, Tote Tray and Contents
\$2,000	Tool Box, Tote Tray and Contents
\$1,000	-Tote Tray and Contents

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

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

#### K. BOMB SCARE INSURANCE

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

Death \$500,000

Total Permanent Disability \$500,000

Total Loss of Two members \$500,000

Total Loss of One member \$250,000

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

#### L. TRAVEL WHILE ON WORK ASSIGNMENT

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

#### M. TEST FLIGHT INSURANCE

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

#### **ARTICLE 30 – RETIREMENT**

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

#### For purposes of this Retirement Article:

- The term "IAM Designated Employees" shall mean all eligible employees participating in the IAM National Pension Fund immediately prior to March 26, 2020 regardless of location and all eligible employees hired by the Company on or after March 26, 2020 at a base, station, or location designated by the Association as an IAM location, irrespective of future relocation, and in a job classification covered by any TWU/IAM Association Agreement.
- 2. The term "TWU Designated Employees" shall mean all employees eligible to receive employer matching contributions under the American 401(k) Plan immediately prior to March 26, 2020 and all eligible employees hired by the Company on or after March 26, 2020 at a base, station, or location designated by the Association as a TWU location, irrespective of future relocation, and in a job classification covered by any TWU/IAM Association Agreement

#### B. IAM National Pension Fund

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

March 26, 2020 Pension Rates, 2% in out years rounded to nearest .05	2020	2021 +12 mos.	2022 +24 mos.	2023 +36 mos.	2024 +48 mos.
AMT/Mechanics and higher classifications, Quality Assurance Auditors, Planners, and Tech Doc (U50A) Grouping	\$2.95	\$3.00	\$3.05	\$3.15	\$3.20
Maintenance Control Technician (MCT) (A20C)	\$2.95	\$3.00	\$3.05	\$3.15	\$3.20
Utility/Cleaner (U52A)	\$1.65	\$1.70	\$1.70	\$1.75	\$1.80

#### **ARTICLE 30 – RETIREMENT**

MTS (U19A)	\$3.30	\$3.35	\$3.45	\$3.50	\$3.60
Stock Clerk / MLS (U51A)	\$1.90	\$1.95	\$2.00	\$2.00	\$2.05
Full Time Fleet (U17A)	\$1.70	\$1.75	\$1.75	\$1.80	\$1.85
Part Time Fleet (U18A)	\$1.25	\$1.30	\$1.30	\$1.35	\$1.35

- 2. For purposes of this IAM National Pension Fund section of this Retirement Article, the term Employer shall mean the Company.
- 3. The Company shall continue contributions for all contractually obligated time paid in accordance with the IAM National Pension Fund Standard Contract Language, up to a maximum contribution for each employee of forty (40) hours per week.
- 4. The Employer adopts and agrees to be bound by, and hereby assent to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- 5. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.
- 6. Except for the June 12, 2019 Pension Fund LOA and the Standard Contract Language, this Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the Company's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

#### C. American Airlines, Inc. 401(k) Plan

1. All eligible TWU/IAM Association represented employees will participate in the American Airlines, Inc. 401(k) Plan ("American 401(k) Plan"), a tax qualified, defined-contribution retirement plan under Section 401(a) of the

#### <u>ARTICLE 30 – RETIREMENT</u>

 Internal Revenue Code ("Code"), with a cash or deferred arrangement that qualifies under Section 401(k) of the Code, that complies with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or an equivalent plan.

### 2. Employer Contributions

The Company, subject to any laws limiting the amount of benefit which can be contributed to or accrued under a plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and its regulations, will provide contributions under the American 401(k) Plan, as follows:

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

#### 3. Eligibility for Employer Contributions

(i) Employer Matching Contributions: All Association represented employees must satisfy the one (1) year service requirement, as defined in the American 401(k) Plan, to be eligible to receive Employer Matching Contributions in the American 401(k) Plan. Provided, however, that all Association represented employees who are on the American Airlines System Seniority List as of March 26, 2020 and who are not eligible to receive Employer Matching Contributions as of March 26, 2020 shall have all prior service with the Company and/or AAG recognized for purposes of determining eligibility for post-March 26, 2020 Employer Matching Contributions to the American 401(k) Plan.

#### **ARTICLE 30 – RETIREMENT**

 (ii) Non-Elective Employer Contributions: All TWU Designated Employees must satisfy the one (1) year service requirement, as defined in the American 401(k) Plan, to be eligible to receive Non-Elective Employer Contributions in the American 401(k) Plan. Provided, however, that all TWU Designated Employees who are on the American Airlines System Seniority List as of March 26, 2020 and who are not eligible to receive Non-Elective Employer Contributions as of March 26, 2020 shall have all prior service with the Company and/or AAG recognized for purposes of determining eligibility for post-March 26, 2020 Non-Elective Employer Contributions to the American 401(k) Plan.

#### 4. Vesting or Employer Contributions

- (i) Employer Matching Contributions: All Association employees with two (2) or more years of vesting service, as defined in the American 401(k) Plan, shall be one hundred percent (100%) vested in their Employer Matching Contributions. Provided, however, that all Association represented employees who are on the American Airlines System Seniority List as of March 26, 2020 and who are not vested in their Employer Matching Contributions as of March 26, 2020 shall have all prior service with the Company and/or AAG recognized for purposes of determining vesting for post-March 26, 2020 Employer Matching Contributions to the American 401(k) Plan.
- (ii) Non-Elective Employer Contributions: All TWU Designated Employees with two (2) or more years of vesting service, as defined in the American 401(k) Plan, shall be one hundred percent (100%) vested in their Non-Elective Employer Contributions. Provided, however, that all TWU Designated Employees who are on the American Airlines System Seniority List as of March 26, 2020 and who are not vested in their Non-Elective Employer Contributions as of March 26, 2020 shall have all prior service with the Company and/or AAG recognized for purposes of determining vesting for post-March 26, 2020 Non-Elective Employer Contributions to the American 401(k) Plan.
- 5. The Company reserves the right to amend the American 401(k) Plan, provided that no amendment may diminish the American 401(k) Plan benefits memorialized herein unless required by law.
- 6. The American 401(k) Plan is not incorporated in this Agreement.

A. It shall be a condition of employment that all current employees represented by the Union shall remain members in good standing of the Union, or in lieu thereof pay a monthly service charge to the Union. It shall be a condition of employment that all new employees hired after the effective date of this Agreement and represented by the Union shall become a member of the Union, or pay service charges in lieu thereof, according to the Union's designation of the TWU or the IAM as the organization handling representation responsibilities on behalf of the Union at a given work location. The Union has provided the Company with a listing of Company stations or locations where the TWU is designated to handle representation of employees covered by this Agreement and where the IAM is designated to handle representation of employees covered by this Agreement. If the designation of representation responsibilities at current stations or locations is adjusted in the future or a designation is made for a new work station or location, the Association will promptly advise the Company of any such changes.

B. The obligation of new employees represented by the Union to acquire and maintain membership in the Union, or pay service charges in lieu thereof, shall commence sixty (60) days after the beginning of an employee's employment under this Agreement.

C. The Company will supply the Union with the name, personnel number, and work location of any new employee or transferee covered under this Agreement within fifteen (15) days of the actual report date of said employee. The Company will allow the Union an opportunity during orientation to meet with new employees and transferees regarding union matters.

D. An employee represented by the Union shall not be required to acquire or maintain membership in the Union, or pay a service charge in lieu thereof, if:

1. Membership in the Union is not available to the employee upon the same terms and conditions that are generally applicable to any other employee covered by this Agreement; or

2. The employee's membership in the Union was denied or terminated for any reason other than the employee's failure to pay periodic dues, initiation fees, and assessments (not including fines and penalties) that are uniformly required as a condition of acquiring or retaining membership in the Union. For the purposes of this section, dues, fees, and assessments shall be deemed "uniformly required" if they are required of all employees in the same work classification at the same time in the same Local/Lodge.

E. The following provisions apply to employees represented by the Union who leave employment under this Agreement.

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

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

ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF

- An employee discharged by the Company under the provisions of this Article shall be deemed to have been discharged for non-payment of dues or union financial support, and a notation so made on his employment record.
- 3. An employee who believes that the provisions of this Article pertaining to him have not been properly interpreted or applied may appeal his discharge directly to a neutral referee within ten (10) days after the notification of discharge. If the parties cannot agree on a neutral referee, a referee will be chosen from a panel supplied by the National Mediation Board. The alternate strike method shall be used with the employee initiating the first rejection. Such final selection of a neutral referee shall be accomplished within ten (10) days after receipt of the list of neutral referees. If the parties have not reached agreement by the alternate strike method within the ten (10) day period, the first name listed on the panel provided by the National Mediation Board shall be designated the neutral referee.
- 4. The hearing before the neutral referee will occur as soon as practicable, and the neutral referee will be requested to issue a decision within thirty (30) days after the hearing. The decision of the neutral referee will be final and binding on all parties to the dispute. The fees and charges for such neutral referee will be borne equally by the employee and the Union. Any other fees, charges and costs incurred relative to the hearing by any party (including legal or attorney fees) shall be borne exclusively by the party incurring the fees, charges and costs.
- H. During the life of this Agreement, provided that the Union is still the collective bargaining representative for the employees covered by this Agreement, the Company agrees to deduct from the pay of each employee and remit to the TWU or the IAM, as applicable, membership dues, initiation fees, and assessments, or service charges in lieu thereof, provided that each such employee has voluntarily executed an authorization and assignment form.

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

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

7. Deductions for dues and service charges will be made from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied. In the event of a termination of employment, the obligation of the Company to collect dues and service charges will not extend beyond the pay period in which the last day of work occurs.

8. Following submission of the assignment and authorization for a newly hired employee, a single flat sum deduction for an initiation fee (if applicable) shall be made from the employee's paycheck, provided that there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee and required by law have been satisfied.

 9. If sufficient earnings do not remain after other deductions as provided in Paragraphs H (7) and H (8) above, or if there are employees on the payroll that do not have on file with the Company an authorization for deductions as set forth in this Article, the TWU or IAM, as applicable, shall be notified. Notification shall include employee personnel number, name, classification code, department, location and, if applicable, the amount of deduction for each period and total amount for the month. It shall thereafter be the responsibility of the TWU and the IAM respectively to collect amounts owed for which sufficient funds were not available for deduction.

I. The TWU and the IAM each agree to indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities, which arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any provisions of this Article. The Company agrees that in the event it is named as a defendant or charged party in any such action, the Company shall promptly notify the Union. The Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate, and/or take whatever action it deems necessary and proper through attorneys of the Union's choosing and at the Union's cost. If the Company, nevertheless, decides to retain its own counsel, it shall do so at its own cost, and not at the cost of the Union.

The Company will provide for voluntary employee contribution to the Machinist Non-Partisan Political League ("MNPL") for IAM members and TWU Committee on Political Education ("COPE") for TWU members through payroll deduction. Eligibility to participate through the payroll deduction program is restricted to those employees of the Company who are certified by the IAM or TWU to participate in the respective programs in accordance with all requirements under applicable federal and state laws. With respect to current employees covered by this Agreement, any MNPL or COPE authorization and assignment forms previously executed shall continue in full force and effect according to their terms.

12 K. "Union" as used in this Article shall mean the TWU or the IAM, as applicable, which together constitute the Association.

#### **ARTICLE 32 - REPRESENTATION**

A. The representation for the effective handling of grievances and disputes between the parties under this Agreement shall be:

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

#### **ARTICLE 32 - REPRESENTATION**

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

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

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

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

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

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

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

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

#### <u> ARTICLE 32 - REPRESENTATION</u>

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M. Employees who are required to take a reasonable cause or post-accident 93 drug/alcohol test by the Company may, upon request, have a Union 94 Representative present who shall not suffer loss of pay, as a witness during 95 those parts of the specimen collection process indicated below.

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

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2. If normal travel time to the medical collection facility exceeds one (1) hour, then the one (1) hour waiting period will be extended by the amount of travel time in excess of one (1) hour.

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

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N. No Union Representative will engage in any activity, which disrupts the collection process. Should the Union Representative engage in disruptive activity, the Union Representative will be required by the Company's Supervisor to wait in the employee/patient waiting area until the collection process and paperwork has been completed.

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

#### 1. Verbal Step

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

#### Step 1

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

#### Step 2

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

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

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

#### Step 3

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

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

#### Time Limits

The time limits set forth in this Article may only be waived by mutual written agreement between the IAM General Chairman or TWU Local President and the Managing Director of Labor Relations, or their designees. Failure of the employee or his Union Representatives to comply with any of the prescribed time limits will withdraw any such grievances from further consideration.

Failure of the Company to answer grievances within the prescribed time limits in Step 1 will automatically move such grievances to Step 2 of the grievance procedure.

 Failure of the Company to answer grievances, other than discharge, within the prescribed time limits at Step 2 of the grievance process will result in a one-time monetary penalty of eight (8) hours additional pay to the grievant. Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance. In addition to the monetary penalty above, the Union will have the right to move the grievance to Step 3.

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

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

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

#### C. Discharge & Discipline

1. For incidents that occur within the Technical Operations Organization or the employee's assigned station, no employee who has been in the service of the Company past their applicable probationary period will be disciplined to the extent of loss of pay or discharge without being advised in writing of the charge(s) preferred against him leading to such action. Such notice shall be presented to the employee, with a copy to the Union, not later than five (5) days from the time the employee's Operating Department or Labor Relations learns of the incident, or reasonably should have had knowledge of the incident, upon which such charge(s) is based. If requested, a special hearing will be conducted for loss of pay or discharge determinations.

2. For incidents that occur outside of the Technical Operations Organization or the employee's assigned station, no employee who has been in the service of the Company past their applicable probationary period will be disciplined to the extent of loss of pay or discharge without an investigation being done by the Company. When the Technical Operations Organization becomes aware of the incident, the employee(s) and the Union-will be notified within twenty-four (24) hours of when they become aware of such incident. If such incident requires an investigation after the initial discussion with the employee, the employee will be held out of service and compensated for all regularly scheduled hours. The employee will be considered active for all employee benefits, except employee non-revenue travel. Registered passengers are still eligible for travel benefits in accordance with Company policy. At the end of this investigation, the Company will inform the employee, with a copy to the Union, of the results of the investigation and he will be returned to work or subject to discipline, if any. If requested, a special hearing will be conducted for loss of pay or discharge determinations.

3. If an employee is held out of service without pay for any of the following reasons, all other benefits, except employee travel will continue during the investigation. Registered passengers are still eligible for travel benefits in accordance with Company policy.

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

- a. Action constituting a criminal offense, on or off duty.
- Refusal or adulteration of an alcohol/drug test or verified positive drug or confirmed positive alcohol test from the date on the letter of verification/confirmation.
- c. Failure to cooperate with an investigation.
- 4. If after the Company investigation is completed, as described in C (3) (a) (b) or (c) above, and the employee is exonerated of any wrong doing, the employee will be paid for the employee's regularly scheduled hours during the period of time the employee was held out of service without pay. At the end of this investigation, the Company will inform the employee, with a copy to the Union, of the results of the investigation and he will be returned to work or subject to discipline, if any. If requested, a special hearing will be conducted for loss of pay or discharge determinations.

#### D. Special Hearing

- 1. Any employee suspended or discharged from service shall be granted a special hearing, provided a request is made therefore in writing to the proper Vice President of Maintenance or his designee, with a copy to the Union within seven (7) days of the suspension or discharge. The requested hearing will be held within five (5) days of receipt of such request. Within seven (7) days after the close of such hearing, the Company shall render its decision in writing, and shall furnish the employee and his accredited Union Representative a copy thereof. If the decision reached as a result of the hearing is not satisfactory to the Union, the case may then be processed in accordance with the regular grievance procedure, beginning with Step 3.
- 2. For discharge cases, failure of the company to render a decision as prescribed above will result in a monetary penalty equivalent to four (4) hours of pay per day at his former regular hourly rate until the decision is issued. Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance. In addition to the monetary penalty above, the Union will have the right to move the grievance to Step 3.
- 3. In any case where it is found that the suspension or discharge is unjust, the employee will be reinstated with full seniority, paid for time lost and records corrected.

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

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

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

A. In compliance with Section 204, Title 2 of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment/Arbitration ("System Board") for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement, and which are properly submitted to it after exhausting the procedure for settling disputes as set forth under Article 33. However, by mutual agreement, any cases properly referable to the System Board may be submitted to it in the first instance.

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B. The System Board shall consist of three (3) members; one (1) selected by the Company, one (1) selected by the Union and one (1) selected for each dispute from a panel of eleven (11) Arbitrators established by mutual agreement between the Union and the Company. After a panel member has served for a period of two (2) years, either party may request that such member be removed from the panel. However, a member of the panel may be removed during the term of this Agreement by mutual agreement between the parties. When a change is made, the parties will select the new panel member(s) by the same method used to select the original panel members.

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C. Hearings of the System Board for discipline and discharge cases will be held in the city of the Company's operating bases where the grievant is located. Hearings of the System Board for contractual interpretation cases will be held in the city of the Company's corporate headquarters unless otherwise mutually agreed to between the parties.

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D. The System Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any of its amendments.

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E. The Board shall consider any dispute within the System Board's jurisdiction submitted to it by the Union or by the Company's Chief Operating Officer or his authorized representative, when such dispute has not been previously settled in accordance with the terms of this Agreement.

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F. All disputes properly referred to the Board for consideration shall be addressed to the Board Members.

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Each case submitted shall show:

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

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46 G. When possible, joint submissions will be made, but if the parties are unable to agree

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

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

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

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

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

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

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

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

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

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

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

- P. The designated Company member and Union members, acting jointly, shall have the authority to incur such other expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the System Board, and such expenses shall be borne one-half (1/2) by each of the parties. Company and Union members will be granted necessary leaves of absence for the performance of their duties as System Board members. Board members shall be furnished free round trip transportation over the Company system so far as space is available for the purpose of attending meetings of the System Board, to the extent permitted by law.
- Q. A System Board member shall be free to discharge his duty in his capacity as a System Board member in an independent manner without fear that his individual relations with the Company or with the Union may be affected in any manner by any action taken by him in good faith.

#### **ARTICLE 35 – GENERAL**

A. The Company agrees that there shall be no established maximum age limit in the hiring of employees.

B. The Company will, within ninety (90) days of ratification and at local orientations of new employees, provide each employee covered by this Agreement with a copy of the Agreement printed in a spiral bound copy.

C. Any material changes to Company policies that may be the basis for discipline will be provided to the Association leadership in advance of implementation. Information may be provided electronically to the Association and may be electronically posted for employees.

D. The Company will provide the designated TWU/IAM representatives electronic access to Company manuals, publications, and associated documents including revisions expressly referred to in the Agreement.

E. The Company will provide parking for employees at their work location and pay monthly parking and fees as assessed by the appropriate authority. This provision will not apply to replacement charges to employees for parking decals, stickers, gate keys, or similar items.

F. When bus transportation to and from employee parking facilities is recognized by the Company as an integral part of the employee parking arrangements that transportation will be at Company expense.

G. Airport parking passes may be made available to Quality Assurance Auditors required to travel. In instances where parking passes are available, reimbursements for parking expenses will not be made. In cases where parking passes are not available, employees will be reimbursed for reasonable parking expenses.

H. Quality Assurance Auditors will be provided business cards within thirty (30) days of the completion of their probationary period.

 It is the Company's intent to continue the cooperative relationship between the Company's Employee Assistance Program (EAP) and the Union Employee Assistance Programs (UEAP). The Mechanic & Related and Stores Association will appoint two (2) full time UEAP Directors, who will be paid by the Company.

J. An employee's first confirmed positive drug and/or alcohol test will not automatically result in termination.

K. Employees who are involuntarily changed from Monday/Sunday to another set of days off will be transitioned to Monday/Tuesday off for one week and then to new days off the following week to ensure affected employees receive two (2) days off

#### **ARTICLE 35 – GENERAL**

each week. This provision does not apply to employees who voluntarily bid a position.

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

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

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

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

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

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

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

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

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

T. An employee who is compelled by subpoena to testify in any other legal proceeding, will be allowed time off to attend such proceedings. An employee compelled to testify in any legal proceeding (except those against the Company),

#### **ARTICLE 35 – GENERAL**

may at his option, use any compensated time off (excluding block vacation and sick) to make up his wages for time missed when attending such proceedings.

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

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

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

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

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

#### **ARTICLE 36 - UNIFORMS**

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

#### <u>ARTICLE 37 – ASSOCIATION BULLETIN BOARDS</u>

A. The Company will provide locked and secured bulletin boards at each station/location consistent with the practice we have today, where employees are employed, marked Transport Workers Union of America, AFL-CIO, International Association of Machinist, AFL-CIO, and the appropriate Local/Lodge number, for the posting of official notices of Union activities not inconsistent with the Railway Labor Act, as amended. Notices will bear the signature of an officer of the Union and will not contain anything of a defamatory or personal nature attacking the Company or its representatives. No political circulars, propaganda or advertisements will be placed on these bulletin boards. The Company will not oppose the Union's posting of any bulletins offering benefits provided by any insurance company sanctioned by the Union on the bulletin boards for employees covered under this agreement.

B. Bulletin boards will be located in areas that will be easily accessible to employees in each area as agreed to between the parties issues.

#### <u>ARTICLE 38 – NO STRIKE – NO LOCKOUT</u>

A. It is understood and agreed that the Company will not lock out any employees covered hereby, and the Union will not authorize or take part in any strikes, sit downs, slowdowns, or picketing of Company premises during the life of this Agreement until the procedures for settling disputes as provided herein and provided by the Railway Labor Act, as amended, have been exhausted. The Company will not require the employees to cross picket lines of the Company's employees legally established under contractual provisions and the Railway Labor Act on or in front of the premises. The individual or concerted refusal to pass such picket lines shall not constitute grounds for discipline, discharge, lay-off, or be considered a violation of this Agreement.

B. The Company shall not perform "Struck Work" of Wholly Owned Carriers. "Struck Work" is Mechanic and Related (and Stores) work traditionally and regularly performed by a Wholly Owned Carrier where and during the period the mechanic and related (and Stores) employees of that Wholly Owned Carrier are engaged in a lawful strike, and where the Company has not previously performed the work in question. There shall be no prohibition against a concerted refusal of employees of the Company to perform "Struck Work". Moreover, the Company will not hire employees of Wholly Owned Carriers to perform Mechanic and Related (and Stores) work at the Company during a period when the Company's Mechanic and Related (and Stores) employees are engaged in a lawful strike.

#### <u>ARTICLE 39 – RECOGNITION OF RIGHTS AND COMPLIANCE</u>

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

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

#### **ARTICLE 40 – RETIREMENT BENEFIT**

- A. The Company has maintained a retirement plan for the employees for a number of years. The full text of "The Retirement Benefit Plan of American Airlines, Inc. for Employees Represented by the Transport Workers Union of America, AFL-CIO" (successor to "The American Airlines, Inc. Retirement Benefit Plan for Maintenance and Related Employees") ("Plan") is on file with the Company and is available to the employees in accordance with government regulations. The Plan has been amended to enhance and clarify benefits over time. The Plan is frozen effective 11:59 p.m. on October 31, 2012.
- B. The following changes to the Plan were made by Letter dated 08/09/80.
  - 1. For an employee member who was first eligible to join the Plan prior to January 1, 1956, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service.
  - 2. For the employee member who was first eligible to join the Plan between January 1, 1956 and April 1, 1978, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service and the attainment of age twenty-five (25).
  - 3. For the employee member who was first eligible to join the Plan April 1, 1978 or later, credited service will be counted from the first of the month coincident with or next following his or her completion of one year of Company service.
  - 4. After December 31, 1976, credited service will not include periods of unpaid hours in excess of one hundred eighty (180) hours in a calendar year. A leave of absence for Union business for which the employee member has been paid by the Union will be counted as credited service for the Plan.
- C. The following changes to the Plan were made by Letter dated 08/01/85.
  - 1. Effective for employees who are on the active payroll on September 1, 1985, Credited Service under the Retirement Benefit Plan will include any periods of employment during which an employee would have accrued Credited Service if the age 25 eligibility restriction had not existed in prior years. Credited Service will be counted from the January 1st or July 1st following completion of one (1) year of Company service.
  - 2. For purposes of the preceding paragraph, "on the active payroll" means actually at work. It will also include employees who retire from the active payroll in the calendar month preceding September 01, 1985, those who are on a paid sick or vacation period, on an overage leave, or on a Union leave on September 01, 1985. It does not include employees who are on a personal leave of

#### **ARTICLE 40 – RETIREMENT BENEFIT**

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

- D. The following changes to the Plan were made by Letter(s) dated 05/05/89.
  - 1. A new vesting schedule will apply to employees who perform at least one hour of service for which they are paid on or after January 1, 1990.
  - 2. The new vesting schedule will provide that such employees will become 100% vested after completing five years of vesting service as defined in the plan. Prior to completing five years of vesting service, employees will have 0% vested benefits.
  - 3. Rules for counting vesting service and for applying breaks in service remain unchanged from the current plan.
  - 4. The Company agreed to retroactively credit all pensionable hours worked past age 65 for TWU represented employees who retire from the active payroll after January 1989.
- E. The amendments covered in Article 40(e) will be applicable only for those members classified as "Maintenance & Related", who are on active payroll or on an approved leave of absence with recall rights as of 03/01/01 and whose benefits commence on or after the first day of the month following 03/01/01.
  - 1. Final Average Compensation

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

2. Eligibility For Benefits – Early Retirement

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

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

#### **ARTICLE 40 – RETIREMENT BENEFIT**

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

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

## LETTERS OF MEMORANDUM – 1 – CITY TO CITY BID AWARDS

1 2	RE: CITY TO CITY BID AWARDS
3	Date: March 26, 2020
5 6 7 8	Tim Klima Airline Coordinator Transportation Department IAMAW
9  0  1  2	Mike Mayes Air Division Director Transport Workers Union of America
3  4  5	During the course of this round of negotiations, the Company and Union discussed the subject of travel time without loss of pay for those employees transferring by exercise of seniority on city-to-city bid awards.
6  7  8  9	During these discussions, it was agreed that the Company would make every effort, subject to the employee's request and the needs of the service, to ensure that an employee received up to four (4) workdays off without loss of pay by arranging the employee's days off.
20 21 22 23 24 25	It was recognized during these discussions that there may be circumstances where an employee's days off cannot be so arranged so as to provide four (4) consecutive days off. In such cases, it will be the spirit of this letter to provide the employee as much time off as possible without loss of pay. It is further understood that the employee may choose to waive the contractual time limits for changing days off to assist in meeting the intent of this letter.
26 27	Sincerely,
28	/s
29 30	James B. Weel Managing Director – Labor Relations
31	American Airlines, Inc.

#### LETTERS OF MEMORANDUM – 2 – NEW HIRE CONSIDERATIONS

1 2	RE: NEW HIRE CONSIDERATION BETWEEN AGREEMENTS				
3 4	February 13, 2018				
5 6 7	Tim Klima Airline Coordinator Transportation Department IAMAW				
8 9 10 11					
12 13 Re: New Hire Consideration Between Agreements					
14 15 16 17 18 19 20 21 22	This will confirm our understanding reached during negotiations, that qualified employees under the Flight Simulator and Instructor Agreements with a valid transfer request on file will be considered for new hire vacancies in the Fleet Service, Maintenance, and Stores Agreements. The same understanding shall apply in reverse, i.e. a qualified employee covered by the Fleet Service, Maintenance or Stores Agreements with a valid transfer request on file will be considered for new hire vacancies in the Technician or Instructor Agreements.				
23 24	Very truly yours,				
25 26 27 28 29 30	/s James B. Weel Managing Director – Labor Relations American Airlines, Inc.				
31 32	Agree and Concur:				
33 34 35	/s Tim Klima Airline Coordinator	/s Mike Mayes Air Division Director			
36	Transportation Department IAMAW	Transport Workers Union			

#### LETTERS OF MEMORANDUM - 3 - CAMERA INSTALLATIONS

1	February 13, 2018
2 3 4 5	Tim Klima Airline Coordinator Transportation Department IAMAW
6 7 8 9	Mike Mayes Air Division Director Transport Workers Union of America
11 12 13	Camera Installations – Technical Operations
14 15 16 17 18	During the negotiations leading to a new Joint Collective Bargaining Agreement, the Company informed the Association that it has installed cameras, some new and some replacement, at different Technical Operations locations across the system, including line and base maintenance facilities. Our management team at each location will inform the local Union of any camera installations.
19 20 21 22 23 24 25 26	The primary reasons for this initiative are safety and security. Some of the camera placements will provide coverage for facility entrances to be compliant with security initiatives encouraged by the TSA, also for monitoring parking lots, while others will provide coverage of the aircraft while in the hangars. In addition, we also need to remotely monitor the movement and location of aircraft to improve the coordination of maintenance activities.
27 28 29 30 31 32 33	The installation of the camera is not intended to monitor employee's routine day to day work duties and job performance as that will be accomplished, as it is today, by our station management and Crew Chiefs. However, I do want to set the expectation that certain personal conduct that may be observed will be handled accordingly, such as theft, vandalism, pilferage, or behavior that may be in violation of the law and/or Company Policy.
34 35	If you have any questions, please let me know.
36 37	Sincerely,
38	/s
39	James B. Weel
40	Managing Director – Labor Relations

American Airlines, Inc.

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

February 12, 2018

3 Tim Klima

4 Airline Coordinator

5 Transportation Department IAMAW

7 Mike Mayes

8 Air Division Director

Transport Workers Union of America

12 Technical Crew Chief – Maintenance Training Specialist

13 Transition

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

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

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

THEREFORE be it agreed and resolved that:

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

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

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

2 3 4

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6 7

1

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

8 9 10

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

14 15 16

17 18

19

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21

22 23 If five (5) or less employees elect not to follow their work, the transfer of those employees to the basic classification duties will occur immediately after the thirtieth (30th) day as described above. If more than five (5) employees elect not to follow their work, the Association and American agree to negotiate a transition schedule that may delay assignment(s) to basic classification work for a period not to exceed ninety (90) days. Employees who may be held to perform Maintenance Trainer work under this possible extension shall not establish Maintenance Training Specialist seniority because of the extension and shall be paid the appropriate length-of-company-service pay step on the MTS pay scale until the extension ends.

24 25 26

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

27 28

If you have any questions, please let me know.

29

Sincerely,

30 31

32 /s 33 James B. Weel

Managing Director – Labor Relations

American Airlines, Inc.

35 36 37

34

Agreed to:

38

39

40 Tim Klima 41

Airline Coordinator

42 Transportation Department IAMAW /s

Mike Mayes

Air Division Director

**Transport Workers Union** 

# LETTERS OF MEMORANDUM - 5 - INTERIOR MECHANIC CLASSIFICATION

1 2	October 17, 2017		
3			
4	Tim Klima		
5	Airline Coordinator		
6	Transportation Department IAMAW		
7	Mike Mayos		
8 9	Mike Mayes Air Division Director		
10	Transport Workers Union of America		
11	Transport Workers Official America		
12			
13	Interior Mechanic Classification		
14			
15		oint Collective Bargaining Agreement (JCBA) for	
16		ollowing was agreed to as it relates to the Interior	
17	Mechanic classification.		
18 19	The Company will phase out the Interio	r Machania algorification, through attrition, and any	
20	The Company will phase out the Interior Mechanic classification, through attrition, and any		
21	incumbent Interior Mechanic who holds or obtains an Airframe and Power Plant (A&P) license will be converted to an Aviation Maintenance Technician in PHX (AMT). All the terms and		
22		ification, of the AA/IAM/TWU Association agreement	
23	will apply.		
24	11.3		
25		s will have the opportunity to remain in the classification	
26	in PHX and/or exercise their rights under	er the collective bargaining agreement.	
27	If the color of th		
28	•	derstanding of our agreement, please indicate by	
29 30	signing below.		
31	If you have any questions, please let m	e know	
32	ii you nave any questions, picase let me know.		
33	Sincerely,		
34			
35	/s		
36	James B. Weel		
37	Managing Director – Labor Relations		
38 39	American Airlines, Inc.		
40	Agreed to:		
41	. 9.000 10.		
42	/s	/s	
43	Tim Klima	Mike Mayes	
44	Airline Coordinator	Air Division Director	
45	Transportation Department IAMAW	Transport Workers Union	

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

1 February 13, 2018 2 4 Tim Klima 5 Airline Coordinator 6 Transportation Department IAMAW 7 8 Mike Mayes 9 Air Division Director 10 Transport Workers Union of America 11 12 13 JFK Stationary Operating Engineer (SOE) Premium and Masters Trade License Premium 14 15 During the negotiations leading to a new Joint Collective Bargaining Agreement (JCBA), the Company 16 and the Association agreed to incorporate two (2) letters of agreement that existed between AA and the 17 TWU pre-merger. Those two letters involved a SOE premium for JFK Facility mechanics and a Masters 18 Trade License premium for certain Facility Maintenance Crew Chiefs and Tech Crew Chiefs. The 19 parties agreed that the rates and intent behind the letters will become part of the JCBA. 20 21 The rate for the JFK SOE premium includes a \$2.81/hr. skill premium along with an additional \$5.50/hr. 22 premium for an aggregate premium amount of \$8.31/hr. for those employees performing SOE work at 23 JFK. It also includes the ability to raise the aggregate amount to \$10/hr. if market conditions warrant. 24 25 The rate for the Masters Trade License includes a \$2.81/hr. skill premium along with an additional 26 premium of \$2.50/hr. for an aggregate premium amount of \$5.31/hr. This premium will be paid to 27 Facility Maintenance Crew Chief or Tech Crew Chief positions where a Masters License is required by 28 the Company. 29 30 It is understood by the parties that any other structural increases or other monetary contractual 31 requirements will still apply. 32 33 If the above accurately reflects your understanding, please indicate by signing below. 34 35 If you have any questions, please let me know. 36 37 Sincerely, 38 39 40 James B. Weel 41 Managing Director - Labor Relations 42 American Airlines. Inc. 43 44 45 Agreed to: 46 47 /s /s Tim Klima 48 Mike Mayes 49 Airline Coordinator Air Division Director 50 Transportation Department IAMAW **Transport Workers Union** 

#### LETTERS OF MEMORANDUM – 7 – CLEANER SENIORITY

1	Date: March 26, 2020			
2 3	Tim Klima			
4 Airline Coordinator				
5	Transportation Department IAMAW			
6 7	Mike Meyes			
8	Mike Mayes Air Division Director			
9	Transport Workers Union of America			
10	Transport Workers Official of America			
11				
12	The listed employees shall be afforded the opport	tunity to utilize their Cleaner classification		
13	• •	· ·		
14	seniority date, for bid, award, transfer, and pay in the Aircraft Maintenance Group at anytime during their career. It is further understood that this agreement permits these employees to be			
15	displaced by more senior Aircraft Maintenance Group employees in a Reduction in Force.			
16		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
17	If a listed employee exercises his right to transfer from	om his current Cleaner position to any AMT		
18	or higher position, he shall continue to retain and accrue his Cleaner seniority.			
19		·		
20	If an employee from the Aircraft Maintenance Grou	ip chooses to exercise his right to bump a		
21	listed employee who is working in the Cleaner Class	sification, in lieu of bumping the system, he		
22	shall maintain his right to bid any open position in the	Aircraft Maintenance Group using his AMT		
23	classification seniority. It is further understood that v	while he is working as a Cleaner, his pay will		
24	be reduced to the Cleaner hourly rate that is equal to	•		
25	rate of pay. When such an employee displaces into	the Cleaner position, his anniversary date		
26	for pay raises will continue unchanged.			
27				
28				
29	Sincerely,			
30				
31	1-			
32	/S			
33	James B. Weel			
34 35	Managing Director – Labor Relations American Airlines, Inc.			
36	American Amines, inc.			
37				
38	Agree and Concur:			
39	, igree and conoun.			
40	/s	/s		
41	Tim Klima	Mike Mayes		
42	Airline Coordinator	Air Division Director		

43

Transportation Department IAMAW

**Transport Workers Union** 

#### LETTERS OF MEMORANDUM - 8 - INITIAL AIRCRAFT INSPECTION

1 Date – March 26, 2020 2 3 4 Tim Klima 5 Airline Coordinator 6 Transportation Department IAMAW 7 8 Mike Mayes 9 Air Division Director 10 **Transport Workers Union of America** 11 12 Initial Aircraft Inspection - Base 13 14 During the discussions leading to the Joint Collective Bargaining Agreement (JCBA) for 15 Mechanic and Related employees, the following was agreed to as it relates to "initial aircraft 16 inspections" at the maintenance bases. 17 18 The Company agreed to include in the job description of Inspector, the language as it relates 19 to "initial aircraft inspections" at the maintenance bases with the underlying intent of continuing 20 to utilize dedicated Inspectors at those locations where they are utilized today. For those 21 locations not utilizing dedicated Inspectors, the Company shall solicit overtime from a qualified 22 Inspector pool, to conduct the initial inspection. In the event there is still a need for additional 23 resources, after the solicitation, the Company may then utilize DQC. 24 25 If the above accurately reflects your understanding of our agreement, please indicate by 26 signing below. 27 28 If you have any questions, please let me know. 29 30 Sincerely, 31 32 33 James B. Weel 34 Managing Director – Labor Relations 35 American Airlines, Inc. 36 37 Agreed to: 38 39 /s /s Tim Klima 40 Mike Mayes 41 Airline Coordinator Air Division Director 42 Transportation Department IAMAW **Transport Workers Union** 

# LETTERS OF MEMORANDUM – 9 – CHRISTMAS – NEW YEARS BASE MAINTENANCE OPERATIONS

Revised March 26, 2020

From: James B. Weel

To: Tim Klima and Mike Mayes

Re: Christmas – New Year Base Maintenance Operations

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

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

30 James B. Weel

/s

Managing Director - Labor Relations

32 American Airlines, Inc.

Agree and Concur:

38 /s /s

Tim Klima
 Airline Coordinator
 Mike Mayes
 Air Division Director

41 Transportation Department IAMAW Transport Workers Union

1 2 3 Tim Klima 4 Airline Coordinator 5 Transportation Department IAMAW 6 7 8 Mike Mayes International Administrative Vice President 9 10 Transport Workers Union of America 11 12 13 Voluntary Early Out Program 14 15 In the event of a headcount overage or the need for a reduction in force which occurs after 16 ratification of a new JCBA for the combined LUS-LAA Association membership, the Company 17 will offer active employees and employees on authorized Union Leave of Absence the 18 opportunity to participate in a Voluntary Early Out Program as follows: 19 20 Employees must have a minimum of fifteen (15) years of service to participate and 21 have otherwise been unaffected by the reduction. 22 23 • The maximum number of VEOPs (Voluntary Early Outs) offered in a location, 24 classification and bid area / duty assignment will be at a minimum, as determined by the 25 Company, equivalent to the number of reductions in that location, classification and bid area / duty assignment 26 27 28 Employees awarded a VEOP will receive a lump sum payment of \$22,500.00 within 29 thirty (30) days of the employees release date and lose all rights to any recall and their seniority will be forfeited 30 31 32 • In addition to lump sum payment, employee will receive any severance allowance as 33 outlined in their applicable TWU/IAM Association agreement(s). 34 35 This Lump sum payment will not have any impact on any Sick Leave Buy Back provisions in 36 any of the Association Collective Bargaining Agreements. 37 38 Sincerely, 39 40 41 James B. Weel 42 Managing Director – Labor Relations 43 44 Agreed to: 45 46 /s /s 47 Tim Klima Mike Mayes 48 Airline Coordinator International Administrative Vice President

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Transportation Department IAMAW

Transport Workers Union of America

## LETTERS OF MEMORANDUM - 11 - VACATION LUMP SUM PAYMENT

1 2 3 March 4, 2020 4 5 6 7 Tim Klima 8 Airline Coordinator 9 Transportation Department IAMAW 10 11 Mike Mayes 12 Air Division Director 13 Transport Workers Union of America 14 15 16 Vacation Lump Sum Payment 17 18 19 During the discussions leading to the Joint Collective Bargaining Agreements ("JCBAs") the 20 Company and the Association agreed that if any Association represented employee earned an extra 21 week of vacation as a result of the change in vacation accruals in the vacations tentative agreement, on 22 a one time basis for calendar year 2020 only, the Company will pay out in a lump sum any extra week 23 of earned vacation to any impacted Association employee. Such lump sum will be paid out no later 24 than sixty (60) days after ratification and will be subject to applicable tax withholdings and authorized 25 deductions. 26 27 If the above accurately reflects your understanding of our agreement, please indicate by signing below. 28 29 Sincerely, 30 31 /s 32 James B. Weel Lynn Vaughn 33 Managing Director – Labor Relations Managing Director – Labor Relations 34 American Airlines, Inc. American Airlines, Inc. 35 36 Agreed to:

/s

Mike Mayes

Air Division Director

**Transport Workers Union** 

37 38 39

40

41

42

/s

Tim Klima

Airline Coordinator

Transportation Department IAMAW

### LETTERS OF MEMORANDUM - 12 - RETIREMENT FROM INACTIVE STATUS

1 2 Date: March 26, 2020 3 4 Tim Klima 5 Airline Coordinator 6 Transportation Department IAMAW 7 8 Mike Mayes 9 Air Division Director 10 Transport Workers Union of America 11 12 13 14 During the recent round of negotiations, the issue concerning employees retiring from inactive service was discussed. This letter is to confirm that the Company discontinued the practice 15 which required Association Related employees, who are on the seniority roster but not on the 16 17 active payroll, to return to work for at least one day prior to retirement in order to be eligible for retirement benefits, e.g., flight and medical/dental. 18 19 20 21 22 Sincerely, 23 24 25 /s 26 James B. Weel Managing Director - Labor Relations 27 28 American Airlines, Inc. 29 30 31 Agree and Concur: 32 33 34 /s /s 35 Tim Klima Mike Mayes 36 Airline Coordinator International Administrative Vice President

37

Transportation Department IAMAW

Transport Workers Union

## LETTERS OF MEMORANDUM - 13 - COMPOSITE SHOP SKILL PREMIUM

1 March 4, 2020 2 3 4 Tim Klima 5 Airline Coordinator 6 Transportation Department IAMAW 7 8 Mike Mayes 9 Air Division Director 10 Transport Workers Union of America 11 12 13 Composite Shop Skill Premium 14 15 During the negotiations leading to a new Joint Collective Bargaining Agreement (JCBA), the Company 16 and the Association agreed that the AMT employees working in the Composite Shop at TUL as of date 17 of ratification will continue to receive the \$3.45/hr. skill premium, so long as they continue to perform AMT 18 Composite work. 19 20 Any future position(s) in the Composite Shop in TUL will be filled by AMTs who hold both an A&P license. 21 22 If the above accurately reflects your understanding, please indicate by signing below. 23 24 If you have any questions, please let me know. 25 26 Sincerely, 27 28 29 James B. Weel 30 Managing Director - Labor Relations 31 American Airlines, Inc. 32 33 Agreed to: 34 35 /s /s Tim Klima 36 Mike Mayes 37 Airline Coordinator International Administrative Vice President 38 Transportation Department IAMAW Transport Workers Union

## LETTERS OF MEMORANDUM – 14 - ROTATION OF SHIFTS

1	October 17, 2017		
3 4 5	Mr. Tim Klima Airline Coordinator Transportation Department		
6 7	IAMAW		
8 9	Mr. Mike Mayes Air Transport Division Director		
0  1	Transport Workers Union of America, AFL-CIO		
2	Rotation	of Days off	
4  5  6  7  8	During the 2016-17 Joint Collective Bargaining Agreement (JCBA) negotiations, the Company agreed that at those Line maintenance stations and classifications that have been utilizing the rotation of days off as of November 8, 2016 (see below), will continue to do so. Both management and the union preserve the right to discontinue the rotation of days off, so long as it provides at least sixty (60) days' notice, prior to the next scheduled rebid, to the Local Union.		
20 21 22 23	Stores ORD – Except FISTI, 2 <sup>nd</sup> floor Main Stock Room and Shipping/Receiving		
23 24 25 26 27 28 29 30 31 32 33	Aviation Maintenance Group DFW – Avionics MIA – AMTs and Avionics ORD – AMTs and Avionics (except for the 737-blad JFK – AMTs and Avionics LGA – Avionics SAT – AMTs RDU – AMTs EWR – AMTs  GSE/Facility Maintenance Group	de crew and line mx support shop employees)	
35 36 37 38	JFK - GSE  If the above accurately reflects your understanding of the parties' agreement, please indicate by signing below. If you should have any questions, please call me.		
99 10	Sincerely,		
1  1  2  3  4	/s James B. Weel Managing Director – Labor Relations		
15 16	Agreed to:		
17	/s	/s	
l8	Tim Klima	Mike Mayes	
19	Airline Coordinator	Air Division Director	
50 51 52	Transportation Department IAMAW	Transport Workers Union of America, AFL-CIO	
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## LETTERS OF MEMORANDUM - 15 - AVIONICS UTILIZATION

1 March 26, 2020

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Tim Klima

4 Airline Coordinator

Transportation Department IAMAW

5 6 7

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Mike Mayes

International Administrative Vice President

Transport Workers Union of America

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During our recent JCBA negotiations, the Company confirmed its intention to continue to streamline line maintenance avionics work in a manner consistent with Letter of Memorandum 9 from the September 18, 2012 AA/TWU collective bargaining agreement. Specifically, the Company and Association agreed that the Company may continue to streamline such work by narrowing and focusing the primary scope of the Avionics position as outlined below. The Company, at the same time, may continue to expand the skills of the General AMT population to include avionics skills for new and existing fleet types. However, until such time as the skills of the General AMT population have expanded to a sufficient level to perform such work, the Company will continue to staff dedicated Avionics qualified AMTs based on needs of service. This understanding does not require the Company to expand or maintain Avionics bid areas existing as of March 26, 2020. Also, while it is understood that in most instances during normal work hours the alignment of work will be consistent with the below processes and duties, Line Maintenance AMTs, either Avionics or General AMT, may perform work or duties for which they are qualified. Avionics AMT's will accomplish their assigned work, including both Avionics and other AMT work, unless otherwise directed by management.

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Avionics AMT's Processes and Duties:

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- Troubleshoot wiring, relays, defective connectors and contactors of any aircraft system.
  Auto Pilot/Auto flight Systems
- Communication Systems
- Power Systems
- Instruments/ Navigation systems
- Lower Minimum Program

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

/s

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37 Sincerely,

38 /s

39 James B. Weel40 Managing Direct

Managing Director – Labor Relations

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42 Agreed to:

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44 /s

45 Tim Klima Mike Mayes

46 Airline Coordinator Air Division Director

47 Transportation Department UAMAW Transport Workers Union of America, AFL-CI

## LETTERS OF MEMORANDUM - 16 - ORDERING OF PARTS

1				
2	Date: March 26, 2020			
4	Tim Klima			
5	Airline Coordinator			
6	Transportation Department IAMAW			
7	'			
8				
9	Mike Mayes			
0	Air Division Director			
1	Transport Workers Union of America			
2				
3		es discussed different technological opportunities		
4		fically, Crew Chiefs, AMT's and other non-MLS		
15		the Company's integration to an inventory system		
6	which makes this possible.			
7		- being stillered by the ANAT are are shown to be and		
8	For example, electronic tablet technology is being utilized by the AMT on an aircraft to order			
19	apart from Stores. The electronic order is then process by the Stores and/or Planner AOG-MCV personnel as their responsibilities are described in the collective bargaining agreement.			
20 21	personnel as their responsibilities are descr	bed in the collective bargaining agreement.		
22	If this letter accurately reflects the agreemen	nt of the parties, please indicate by signing below.		
23	in the lotter about atory remote the agreemen	it of the parties, preads maleate by eighning below.		
24				
25	Sincerely,			
26	<b>,</b> ,			
27	/s			
28	James B. Weel			
29	Managing Director – Labor Relations			
30	American Airlines, Inc.			
31				
32				
33				
34	Agree and Concur:			
35	1-	1-		
36 37	/s Tim Klima	/s Mika Mayaa		
88	Airline Coordinator	Mike Mayes Administrative Vice President		
39	Transportation Department IAMAW	Transport Workers Union		

## LETTERS OF MEMORANDUM – 17 – COMPUTER PROGRAMMING

1	Data: March 26, 2020		
2	Date: March 26, 2020		
4	Tim Klima		
5	Airline Coordinator		
6	Transportation Department IAMAW		
7	Transportation Bopartmont is two two		
8	Mike Mayes		
9	Air Division Director		
0	Transport Workers Union of America		
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2			
3		ons, the Company and Union agreed to clarify work	
4	involving the programming of certain computer operated machinery. The use of the word		
15		computer programming, but merely inputs into the	
16		c instructions given to the machine to carry out its	
17	designed function.		
8	It is understood that such inputs to machine pr	ograms will be made by Crew Chiefs or mechanics	
9	during the performance of their duties. However, it is also understood that such machine program		
20	changes may be made by supervisory personnel when such changes are made in the course of		
21	instructing employees or are made during experimental or developmental stages of the machine		
22	program, or at any other time when such machine program changes are not directly related to		
23	the productive aspects of the machine.		
0/1			
24 25	Very truly yours,		
26	very trainy yours,		
27	/s		
28	James B. Weel		
29	Managing Director – Labor Relations		
30	American Airlines, Inc.		
31			
32			
32 33			
34 35			
35	Agreed to:		
36 37	/s	/s	
88	7s Tim Klima	Mike Mayes	
39	Airline Coordinator	Air Division Director	
10	Transportation Department	Transport Workers Union of America, AFL-CIO	
<b>!</b> 1	IAMAW		

1	March 3, 2020
2	
3	Tim Klima
4	Airline Coordinator
5	Transportation Department IAMAW
6	
7	Mike Mayes
R	Administrative Vice President

Transport Workers Union of America

## Payroll System Transition Agreement

During the negotiations leading to a new Joint Collective Bargaining Agreement, the Company informed the Association of its plan to transition from a "pay current" payroll process to a "pay in arrears" payroll process for any Association members who are in a "pay current" payroll process.

As a result, any employee impacted by this payroll process transition will experience a delay in payroll payment of approximately one week's pay (i.e., approximately twenty (20) hours for part-time employees and approximately forty (40) hours for full-time employees).

In addition, the Parties agree that any Association members who are currently in a weekly payroll cycle will transition to a biweekly payroll cycle, except for Association members in states where the applicable state law requires a weekly payroll cycle.

To assist with these transitions, the Company will offer the following options, on a one-time basis, to any affected Association members:

 Option 1: Employees who are affected by either the payroll process transition or weekly pay transition, may choose to receive an interest free payroll advance from the Company, in an amount equal to twenty (20) hours of such employee's pay for part-time employees and forty (40) hours of such employee's pay for full-time employees, to be repaid through payroll deduction. Such employees may choose to repay this payroll advance through equal installments over a period of ten (10) or twenty-six (26) pay periods. Employees who select this option must complete a payroll deduction authorization as required by applicable state law.

Option 2: Employees who are only affected by the payroll process transition to "pay in arrears" (and not the weekly pay transition) may choose to use either compensatory time, accrued vacation, or accrued sick time up to the lower of: (i) the number of hours in their compensatory time, vacation, or sick bank, or (ii) twenty (20) hours for part-time employees and forty (40) hours for full-time employees.

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

/s
James B. Weel

Managing Director – Labor Relations
American Airlines, Inc.

/s
Lynn B. Vaughn

Managing Director – Labor Relations
American Airlines, Inc.

Agreed to:

51 /s

52 Tim Klima53 Airline Coordinator

54 Transportation Department IAMAW

/s Mil

Mike Mayes Administrative Vice President Transport Workers Union

## LETTERS OF MEMORANDUM - 19 - VACATION METHODOLOGY

March 2, 2020

2 3 Tim Klima

4 Airline Coordinator

5 Transportation Department IAMAW

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Mike Mayes

Air Division Director

Transport Workers Union of America

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Vacation Methodology

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

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

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• For the calendar year 2020 current IAM CBA vacation methodology shall apply, i.e. IAM Fleet and IAM MTS will continue under the current year methodology and application as described in the Collective Bargaining Agreement.

 For the year 2021, IAM Fleet and IAM MTS employees, will be credited a full vacation allowance on January 1, 2021. For example, an employee who has the ability to earn five (5) weeks of vacation in year 2021, will be credited such vacation allowance of five (5) weeks of vacation on January 1, 2021 regardless of the amount of time the employee worked in year 2020. Further, these employees will also not be required to repay the Company for any vacation received in year 2021 as described under the previous Legacy US Airways Collective Bargaining Agreement.

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Beginning in year 2021 IAM Fleet and IAM MTS employees' will begin to accrue vacation for use in year 2022 under the new JCBA (accrue in 2021 for use in 2022).

39 40 If the above accurately reflects your understanding of our agreement, please indicate by signing below.

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Sincerely,

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Lynn Vaughn James B. Weel

Managing Director – Labor Relations Managing Director – Labor Relations

American Airlines, Inc. American Airlines, Inc.

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48 Agreed to: 49

50 Tim Klima

51 Airline Coordinator

52 Transportation Department IAMAW /s

Mike Mayes

Air Division Director

**Transport Workers Union** 

LETTERS OF MEMORANDUM

### LETTERS OF MEMORANDUM - 20 - OASIS MODIFICATIONS PROJECT

March 26, 2020

Sincerely,

Tim Klima
Airline Coordinator
Transportation Department IAMAW

Mike Mayes Air Division Director Transport Workers Union of America

## **OASIS Modifications Project**

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

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

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

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

Agreed to:

/s

Tim Klima
Airline Coordinator
Transportation Department IAMAW

Mike Mayes
Air Division Director
Transport Workers Union