1 Fleet Service Recognition and Scope

Pursuant to the National Mediation Board's certification in NMB Case No. R-7423 (May 19, 2015), the Company recognizes the Airline Fleet Service Employees Association TWU/IAM ("TWU/IAM Fleet Service Association") as the exclusive and sole collective bargaining agent, with respect to rates of pay, rules and working conditions, for all employees of American Airlines, Inc. within the United States, its territories and possessions, covered under this Agreement described below and in Classifications, Article XX.

Fleet Service, inclusive of Operations, Control Center ("CC"), and Central Load Planning ("CLP") work, as described in Classifications and Qualifications Article XX, is recognized as covered work under this Agreement and shall be performed by employees covered by this Agreement:

A. **Permanently staffed stations**. All work currently being performed by Fleet Service employees, including any work described in the Classification/ Qualifications Article will be performed by employees covered by this Agreement, and shall not be contracted out at any of the following stations (inclusive of all CLP work):

| ATL | AUS | BDL | BOS | BWI | CLT | DCA | DEN |
|-----|-----|-----|-----|-----|-----|-----|-----|
| DFW | EWR | FLL | JAX | JFK | LAS | LAX | LGA |
| MCI | MCO | MIA | MSP | ONT | ORD | PBI | PDX |
| PHL | PHX | PIT | PVD | RDU | RNO | SAN | SAT |
| SEA | SFO | SJC | SJU | SLC | SMF | STL | TPA |

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Should the Company cease all operations at one or more of the above-listed stations, it shall staff an equivalent number of stations with an equivalent number of Fleet Service employees covered by this Agreement and subject to the continuing protections of this paragraph. Such stations shall be selected from one or more of the Previously Staffed Stations identified in paragraph B below, in which case this Station shall become covered by this paragraph A.

[NOTE: can we add protection if none of the stations in (B) have the number of employees of the station that was closed]

B. **Previously staffed stations.** The following stations that are currently outsourced will be insourced within ninety (90) days of signing this agreement. Once insourced, Fleet Service employees covered by this agreement will perform normal and customary fleet service work as described in Classifications/ Qualifications Article **[XX]** in the following stations as long as they maintain twenty-eight (28) mainline weekly departures calculated on an annual basis each April 5<sup>th</sup> beginning April 5, 2020.

| ABQ BNA CLE CMH DTW ELP HNL IAD |
|---------------------------------|
|---------------------------------|

| IAH IND MEM | MSY | RSW | SNA | TUL | TUS |
|-------------|-----|-----|-----|-----|-----|
|-------------|-----|-----|-----|-----|-----|

If any of the Previously Staffed stations listed above in paragraph [B] above are outsourced as a result of falling below the twenty-eight (28) mainline weekly departures as of the April 5, 2020 calculation, the company will be required to insource such work as described in Classifications/ Qualifications Article [XX] at such stations once the mainline weekly departures reach fifty-six (56) on an annualized basis each April 5<sup>th</sup> thereafter.

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- C. Additional staffed stations. For any stations not listed in paragraph [B] above, the threshold for insourcing as of DOS and annually as calculated on April 5 of each year will be fifty-six (56) mainline weekly departures. Once insourced, such stations cannot be outsourced unless they fall below twenty-eight (28) mainline weekly departures as calculated on an annual basis each April 5 beginning April 5, 2020. Once the threshold has been met, the company shall be required to meet the staffing requirements within ninety (90) days. Once insourced, Fleet Service employees covered by this agreement will perform normal and customary fleet service work as described in Classifications/ Qualifications Article [XX]
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- D. Determination of average flights shall be based on a twelve (12) month weekly average, with the average to be calculated each year on April 5. All calculations for scheduled mainline jet departures will be based on American Airlines Inc., jet departures, and including all flights described in the Parallel Operations section below.
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- E. The time limit for grievances filed under this Article [X] involving contracting out or insourcing will be six (6) months from the date on which the dispute arises.
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1. If either party alleges violation of the provisions of this Article, the matter shall be grieved and the parties shall attempt to resolve their dispute in conference. Failing resolution, the parties agree to arbitrate any grievance alleging a violation of this Article on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, the parties shall request the National Mediation Board to submit a list of seven (7) persons qualified to act as the impartial arbitrator. Each party may reject the list once. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike three (3) names from the list, the party to strike first to be selected by lot. The seventh (7th) remaining person shall thereupon be selected as the impartial arbitrator. The Board of Arbitration shall consist of one (1) member selected by the Union and one (1) selected by the Company, and the impartial Arbitrator. The dispute shall be heard no later than thirty (30) days following the submission to the System Board (subject to the availability of the arbitrator), and shall be

decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

F. All charter flights operated by the Company in any Association represented location shall have all Fleet Service work related to such flight activity performed by Employees subject to this Agreement.

## Job Protection

## 10 System Job Protection

1. For the duration 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

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

exercises his seniority to the fullest extent in accordance with Article XX.

ratification of this Agreement will be laid off to the street provided the employee

2. 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 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.

## **Station Job Protection**

1. For the duration 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 only to the station, basic classification and status (full time or part time) that the employee holds on the date of ratification of the Agreement or in a station where an employee transfers, bids or bumps into where there is a more junior employee, in the same classification, working in an

active position on the station seniority list.

2. This provision does not guarantee Crew Chiefs protection to the Crew Chief classification, but does provide protection to the 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 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 (--.2]1.

## **Parallel Operations**

- If the Company establishes any new airline or acquires a controlling interest in any carrier, which operates jet aircraft, and mainline pilots on the American Airlines, Inc. pilot seniority list perform revenue flying utilizing such aircraft, then all covered Fleet Service work related to such flying shall be performed by employees Covered by this Agreement in accordance with the provisions of this Article.
- 2. If the Company allows its code to be placed on any flight and the flight utilizes jet aircraft and mainline pilots on the American Airlines, Inc. pilot seniority list perform revenue flying utilizing such aircraft, then all covered Fleet Service work related to such flying shall be performed by employees covered by this Agreement in accordance with the provisions of this Article.
- 3. Flights described in this Parallel Operations section shall be included in the threshold calculations described in paragraphs [B, C and D] above.