

# American Airlines



AGREEMENT

between

AMERICAN AIRLINES

and

TWU/IAM AIRLINE MECHANIC & RELATED EMPLOYEE ASSOCIATION

covering

MAINTENANCE CONTROL TECHNICIANS

of

AMERICAN AIRLINES, INC.

Effective date – March 26, 2020



THE TWU-IAM ASSOCIATION

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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").  
7  
8

**ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1 A. The purpose of this Agreement is, in the mutual interest of the Company and the  
2 employees, to provide for operation of the services of the Company under methods,  
3 which will further, to the fullest extent possible, the safety of air transportation, the  
4 efficiency and economy of operations, and to provide orderly collective bargaining  
5 relations between the Company and its employees, a method for the prompt and  
6 equitable disposition of grievances, and for the establishment of fair wages, hours and  
7 working conditions for the employees covered hereunder. In making this Agreement,  
8 both the Company and the employees hereunder recognize their duty to comply with  
9 the terms hereof and to cooperate fully, both individually and collectively, for the  
10 accomplishment of the intent and purpose of this Agreement. To further these  
11 purposes, the Company or an International Representative of the Union may request  
12 a conference at any time to discuss and deal with any general condition that may arise  
13 under the application of this Agreement.  
14
- 15 B. No employee covered by this Agreement will be interfered with, restrained, coerced,  
16 or discriminated against by the Company, its officers or agents, because of  
17 membership in or lawful activity on behalf of the Union.  
18
- 19 The Company and the Union recognize the important safety sensitive role of the  
20 Quality Assurance Auditors and of the importance of assuring that their duties are  
21 accomplished in a fair and unbiased fashion, free from outside interference, pressure  
22 or coercion. To that end, the Company and the Union agree that Quality Assurance  
23 Auditors covered by this Agreement will not be interfered with, restrained, coerced, or  
24 discriminated against by the Company, its officers/agents; the Union, its  
25 officers/agents or by fellow employees.  
26
- 27 C. It is understood wherever in this Agreement employees are referred to in the  
28 masculine gender, it shall be recognized as referring to both male and female  
29 employees.  
30
- 31 D. There shall be no discrimination between employees covered by this Agreement  
32 because of race, creed, color, national origin, or gender.  
33
- 34 E. Should any part or provision of this Agreement be rendered invalid by reason of any  
35 existing or subsequently enacted legislation, such invalidation of any part or provision  
36 of this Agreement shall not invalidate the remaining portions thereof, and they shall  
37 remain in full force and effect.  
38
- 39 F. The Company and the Union agree to comply fully with all applicable Federal and  
40 State statutes and regulations prohibiting discrimination with respect to all aspects of  
41 employment with the Company. Further, the Company and Union agree that neither  
42 shall discriminate against employees covered by this Agreement on the basis of race,  
43 color, religion, sex, national origin, age, sexual orientation, disability, membership in  
44 a uniformed service, or status as a disabled veteran.

## ARTICLE 2 - STATUS OF AGREEMENT

- 1 A. It is expressly understood and agreed that when this Agreement is accepted by the  
2 parties and signed by their authorized representatives, it will supersede any and all  
3 agreements existing or previously executed between US Airways, Inc. or American  
4 Airlines, Inc. (the "Company") and any Union or individual affecting the crafts or  
5 classes of employees covered by this Agreement.  
6
- 7 B. It is understood and agreed that this Agreement will be binding upon any successors  
8 to the present Corporation insofar as it is legally possible. In the event this is not legally  
9 possible, the Company and the Union will meet prior to any change and negotiate all  
10 possible protection for the employees.  
11
- 12 C. The Agreement shall be binding upon the Company and any Successor, defined as a  
13 purchaser, assignee or transferee of all or substantially all of the assets or stock of the  
14 Company or American Airlines Group Inc., whether in a single transaction or multi-  
15 step transaction. Neither the Company nor American Airlines Group Inc. shall enter  
16 into an agreement with a Successor which creates a Successor transaction unless the  
17 Successor agrees, in writing, as a prior irrevocable condition of the Successorship  
18 transaction, that the Successor, the Company and American Airlines Group Inc., and  
19 any operating airline which obtains the assets of the Company will: (1) recognize and  
20 treat with the Association as the representative of the crafts or classes of employees  
21 covered by this Agreement consistent with the Railway Labor Act; (2) be bound by the  
22 Agreement, as it may be amended pursuant to the provisions of applicable law; and  
23 (3) to employ employees on the system seniority list in accordance with the provisions  
24 of this Agreement.  
25
- 26 D. If a successor is an air carrier, and the Successor conducts an operational merger  
27 between the Company and the Successor or another air carrier, then the Successor  
28 will provide the Company employees covered by this Agreement with a seniority  
29 integration in accordance with the McCaskill-Bond Amendment, Pub. L. 110-161, Div.  
30 K, Title I, § 117, Dec. 26, 2007, 121 Stat. 2383, codified at § 42112, note.

**ARTICLE 3 - EFFECTIVE DATE AND DURATION**

1 A. Effective Date

2  
3 The provisions of this Agreement will become effective on March 26, 2020 (the  
4 “Effective Date”) except as otherwise specifically stated in this Agreement.  
5

6 B. Amendable Date

7 This Agreement will continue in full force and effect through and including March  
8 26, 2025 and will thereafter renew itself without change each succeeding March  
9 26<sup>th</sup>, unless written notice of intended change is served in accordance with Section  
10 6, Title I, of the Railway Labor Act, as amended (the “Act”) by either party at least  
11 (6) months prior to March 26, 2025 or on any March 26<sup>th</sup> thereafter.  
12

13 C. Complete Agreement

14 The parties agree this is the complete Agreement negotiated between American  
15 Airlines and the TWU/IAM Mechanic Association for MCT. No amendments to this  
16 Agreement will be valid unless signed by the Vice President of Labor Relations (or  
17 his/her designee) and the Director of the Association (or his/her designee). Letters  
18 of Agreement (LOA), Letters of Understanding (LOU) and Memoranda of  
19 Understanding (MOU) that have not specifically been agreed to in the negotiation  
20 of this Agreement shall become null, void and not enforceable as of the effective  
21 date of this Agreement.  
22  
23

24 \_\_\_\_\_  
25 Sito Pantoja  
26 Director, TWU-IAM Association  
27 General Vice President  
28 International Association of Machinist  
29 and Aerospace Workers  
30

\_\_\_\_\_   
Lucretia D. Guia  
Vice President, Labor Relations  
and Deputy General Counsel  
American Airlines

31  
32  
33 \_\_\_\_\_  
34 Alex Garcia  
35 Vice Director, TWU-IAM Association  
36 International Executive Vice President  
37 Transport Workers Union  
38

\_\_\_\_\_   
James B. Weel  
Managing Director, Labor Relations  
American Airlines

**ARTICLE 3 - EFFECTIVE DATE AND DURATION**

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Association:

\_\_\_\_\_  
John Samuelson  
TWU International President

\_\_\_\_\_  
Timothy Klima  
Principal Negotiator

\_\_\_\_\_  
Thomas Regan  
Principal Negotiator

\_\_\_\_\_  
Andre Sutton  
Principal Negotiator

\_\_\_\_\_  
David Supplee  
Principal Negotiator

\_\_\_\_\_  
Jason Best  
Association Negotiator

American Airlines:

\_\_\_\_\_  
Craig Barton  
Vice President  
Technical Operations

\_\_\_\_\_  
Josh Voss  
Manager, Labor Relations

\_\_\_\_\_  
Michael Mayes  
Principal Negotiator

\_\_\_\_\_  
Gary Peterson  
Principal Negotiator

\_\_\_\_\_  
Michael Klemm  
Principal Negotiator

\_\_\_\_\_  
Richard Pantoja  
Principal Negotiator

\_\_\_\_\_  
Dave Cain  
Association Negotiator

\_\_\_\_\_  
Mark Nelson  
Sr. Manager, Labor Relations



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

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

## **ARTICLE 5-TRANSPORTATION**

- 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

## ARTICLE 6 - RECOGNITION AND SCOPE

- 1 A. Pursuant to the National Mediation Board's certification in NMB Case No. R-7422  
2 (May 19, 2015), the Company recognizes the Airline Mechanic and Related  
3 Employees Association TWU/IAM ("TWU/IAM Mechanics Association" or the "Union"  
4 or the "Association") as the exclusive and sole collective bargaining agent with respect  
5 to rates of pay, rules, and working conditions for all employees of American Airlines,  
6 Inc. within the United States or its territories and possessions, covered under this  
7 Agreement as set forth in this Article, and as described in the classification  
8 descriptions in Article 7.  
9
- 10 B. The work of a Maintenance Control Technician ("MCT") shall consist of any and all  
11 work generally recognized as Maintenance Control Technician's work in or about the  
12 maintenance control area that is set forth in the job descriptions in Classifications  
13 Article 7 and as set forth in this Paragraph B, inclusive of Paragraphs B.1. to B.11  
14 below. The Maintenance Control Technician provides the central point of contact to  
15 coordinate aircraft maintenance for all locations and supports the minute-to-minute  
16 operation of the fleet to which he is assigned. He surveys and analyzes mechanical  
17 and operational performance of assigned fleet(s) or system(s). He provides technical  
18 evaluation and recommendations for resolution of maintenance problems including  
19 but not limited to: oversight and coordination, and communication with employees  
20 and/or vendors both inside and outside the Company.  
21
- 22 1. Provides technical direction to the Technical Operations Organization. Analyzes  
23 aircraft structural, mechanical, electrical, electronic, avionics, and power plant  
24 system problems, and makes recommendations for corrective actions according  
25 to FAA and Company regulations and complies with procedures in all applicable  
26 manuals by providing oral and written instructions using the applicable  
27 maintenance information technology (IT) systems.  
28
  - 29 2. Interprets, issues, closes, and authorizes the application of the Minimum  
30 Equipment List (MEL), Configuration Deviation List (CDL), Nonessential  
31 Equipment Furnishings (NEF) and Tracking and Control (TAC). Monitors these  
32 deferral items to ensure compliance with maintenance procedures prior to the  
33 dispatch of an aircraft.  
34
  - 35 3. Validates corrective actions, if required, when closing MEL, NEF, CDL, and TAC  
36 items, and also validates that all re-inspection item requirements are satisfied prior  
37 to aircraft release into service or dispatch.  
38
  - 39 4. Debriefs flight crews and maintenance on in-flight and post-flight discrepancies.  
40 Coordinates distribution of technical information to flight crews during in-flight  
41 operations utilizing ARINC, SATCOM, ACARS, Company Frequency, or other  
42 approved means. Reviews aircraft records and analyzes all available information  
43 for the performance/condition of an aircraft system component, or the On Wing  
44 management programs or Engines and Auxiliary Power Plant Units (APU).  
45 Recommends functional tests for indications and causes of equipment  
46 malfunctions.

## ARTICLE 6 - RECOGNITION AND SCOPE

- 1  
2 5. Coordinates findings with appropriate personnel to resolve maintenance problems.  
3 Coordinates with AOG/MCU Planners regarding the movement of parts and the  
4 utilization of assigned manpower required for field trips to facilitate the timely repair  
5 of out-of-service aircraft. When necessary, travels to the aircraft or station to  
6 provide on-site assistance and guidance in the detection and recommended repair  
7 action to be taken to return the aircraft to service.  
8
- 9 6. Continuously monitors fleet reliability through computerized (or manual)  
10 maintenance programs and any automatic (or manual) aircraft data acquisition  
11 systems designed and/or implemented by the Company or any third-party  
12 providers including but not limited to SABRE, SCEPTRE, AHM, Airman Web, and  
13 AHEAD. Continuously monitors aircraft engine performance through any  
14 automatic (or manual) engine performance or fault monitoring systems designed  
15 and/or implemented by the Company, engine manufacturer, or any third-party  
16 providers including but not limited to GE CWC, RR CDS, P&W ADEM, and OSP.  
17 Processes and creates the appropriate maintenance instructions, such as TII or  
18 TSI, in response to notifications from subject providers to ensure compliance with  
19 policies and procedures developed under F.A.R. Part 121.  
20
- 21 7. Monitors and updates engine oil consumption data through the Oil Service  
22 Program (OSP) or any similar oil consumption monitoring system and is  
23 responsible for all OSP overrides.  
24
- 25 8. Identifies and eliminates chronic/repeat aircraft discrepancies and issues oral and  
26 written instructions as defined in the appropriate manuals.  
27
- 28 9. Makes parts determinations for units entered in the SOS system or equivalent  
29 system.  
30
- 31 10. Writes and updates troubleshooting guidance/direction for deferral items (i.e.,  
32 MEL, CDL, TAC, MON, and NEF) and maintenance instructions (i.e., TSIs and  
33 TIIs). Other departments may write and update other types of items, e.g., ESIs for  
34 EO prototypes, RSI and records specific TII/MON for borrowed parts and time-  
35 controlled items.  
36
- 37 11. Serves as the liaison between field maintenance and engineering. Is the primary  
38 point of contact for Engineering Authorization requests and discussions involving  
39 the repair and troubleshooting of OTS aircraft and facilitates subsequent  
40 communication and coordination to provide the required support and  
41 documentation to the line station to correct the OTS condition. However, nothing  
42 in this Article prevents local Aircraft Maintenance Technicians, including Crew  
43 Chiefs and Tech Crew Chiefs from discussing aircraft condition and possible repair  
44 options with local on-site Engineering personnel or conferring directly with the ESC  
45 or other engineering personnel on general aircraft reliability concerns. Once any  
46 determination is recommended involving the repair of an OTS aircraft by local on-

## ARTICLE 6 - RECOGNITION AND SCOPE

1 site engineering, MCTs will be notified and they will coordinate with local Aircraft  
2 Maintenance Technicians, including Crew Chiefs, Tech Crew Chiefs and  
3 Engineering to facilitate the proper troubleshooting and or repair.  
4

- 5 C. It is agreed that the Company will not contract out work of the type that is currently  
6 being performed by the MCT classification as described in the job descriptions in  
7 Classifications Article (7) and as set forth in Paragraph B above, inclusive of  
8 Paragraphs B.1 to B.11 above.  
9

### Job Protection

#### D. System Job Protection

- 10  
11  
12  
13  
14 1. For the life of this Agreement, no active employee or employee on a Company  
15 approved leave of absence who is covered by this Agreement and whose name  
16 appears on the Association master seniority list(s) on the date of ratification of  
17 this Agreement will be laid off to the street provided the employee exercises his  
18 seniority to the fullest extent in accordance with Article 12.  
19  
20 2. System job protection shall not apply in circumstances where the Company's non-  
21 compliance is caused in substantial part by conditions beyond the Company's  
22 control. Conditions beyond the Company's control shall include, but not be limited  
23 to: (1) an act of God; (2) a strike by any other Company employee group or the  
24 employees of a commuter air carrier operating pursuant to an authorized  
25 codeshare arrangement with the Company; (3) a national emergency; (4)  
26 involuntary revocation of the Company's operating certificate(s); (5) grounding of  
27 a substantial number of the Company's aircraft; (6) a reduction in the Company's  
28 operation resulting from a decrease in available fuel supply caused by either  
29 governmental action or by commercial suppliers being unable to meet the  
30 Company's demands; and (7) the unavailability of aircraft scheduled for delivery.  
31 Item number 7 may only be triggered if the delay of delivery of aircraft adversely  
32 impacts the operation such that the Company is required to reduce flying,  
33 necessitating a reduction in force. The duration of any reduction in flying will be a  
34 consideration before any reduction in force under this section.  
35

#### E. Station Job Protection

- 36  
37  
38 1. For the life of this Agreement, the Company will provide station job protection to  
39 all employees covered by this Agreement whose name appears on the Association  
40 master seniority list(s) and who are active or on a Company approved leave of  
41 absence as of the date of ratification of this Agreement. Station job protection will  
42 apply to the station and basic classification that the employee holds on the date of  
43 ratification of the Agreement or in a station where an employee transfers, bids or  
44 bumps into and there is a more junior station protected employee, in the same  
45 classification, working in an active position on the station seniority list.  
46

**ARTICLE 6 - RECOGNITION AND SCOPE**

1 2. Station job protection will not apply in the event that all scheduled American  
2 Airlines, Inc. flight operations cease at a station for a period of not less than one  
3 year from the cessation of flights. Station job protection shall also not apply in  
4 circumstances where the Company’s non-compliance is caused in substantial part  
5 by conditions beyond the Company’s control as set forth above in Section D (2)  
6 above.  
7

8 Station Closing Due to Ceasing All Flight Operations

9  
10 F. If a station is closed due to cessation of all flight operations that is not due to  
11 circumstances beyond the Company’s control as defined in Paragraph D (2) above,  
12 and during the one-year period thereafter, the Company re-commences flight  
13 operations it shall re-staff such station with employees covered by this Agreement,  
14 and the following process will apply. Employees who had station protection at that  
15 station at the time of closing shall be offered on a one-time basis, the first opportunity  
16 to fill covered positions in classification seniority order. If an employee offered such a  
17 position accepts and is returned to work at that station during the one-year period,  
18 such employee shall have his original station protection reinstated. If an employee  
19 offered such a position declines, such employee will remain in the status and location  
20 the employee occupies at that time and any future openings at the station will be filled  
21 using the Recall and Filling of Vacancies articles in this Agreement (Articles 12 and  
22 9). If a station is re-opened more than one year after cessation of operations, all  
23 positions at such station will be filled using the Recall and Filling of Vacancies articles  
24 in this Agreement (Articles 12 and 9).  
25

26 Station Closing or Reduction in Manpower Due to Circumstances Beyond Company  
27 Control  
28

29 G. If, due to conditions beyond the Company’s control as defined in Paragraph D (2)  
30 above, a station is closed or employees covered by this Agreement at the station are  
31 reduced and, during the life of this Agreement, such station is subsequently re-opened  
32 or manpower at such station is increased employees covered by this Agreement shall  
33 be recalled and the following process will apply. Employees who had station  
34 protection at that station at the time of closing or reduction shall be offered on a one-  
35 time basis, the first opportunity to fill covered positions in classification seniority order.  
36 If an employee offered such a position accepts and is returned to work at that station  
37 during the duration of this Agreement, such employee shall have his original station  
38 protection reinstated. If an employee offered such a position declines, such employee  
39 will remain in the status and location the employee occupies at that time and any future  
40 openings at such station will be filled using the Recall and Filling of Vacancies articles  
41 in this Agreement (Articles 12 and 9).  
42  
43

**ARTICLE 6 - RECOGNITION AND SCOPE**

Parallel Operations

- 1
- 2
- 3 H. If the Company establishes any new airline or acquires a controlling interest in any
- 4 carrier, which operates jet aircraft, and mainline pilots on the American Airlines, Inc.
- 5 pilot seniority list perform revenue flying utilizing such aircraft, then all covered aircraft
- 6 maintenance work on such aircraft shall be performed by employees covered by this
- 7 Agreement in accordance with the provisions of this Article.
- 8
- 9 I. If the Company allows its code to be placed on any flight and the flight utilizes jet
- 10 aircraft and mainline pilots on the American Airlines, Inc. pilot seniority list perform
- 11 revenue flying utilizing such aircraft, then all covered aircraft maintenance work on
- 12 such aircraft shall be performed by employees covered by this Agreement in
- 13 accordance with the provisions of this Article.

## ARTICLE 7 – CLASSIFICATIONS

- 1 A. Employees covered by this Agreement will be assigned to the classification of  
2 Maintenance Control Technician. The Maintenance Control Technician provides the  
3 central point of contact to coordinate aircraft maintenance for all locations and  
4 supports the minute-to-minute operation of the fleet to which he is assigned. He  
5 surveys and analyzes mechanical and operational performance of assigned fleet(s) or  
6 system(s). He provides technical evaluation and recommendations for resolution of  
7 maintenance problems including but not limited to: oversight and coordination;  
8 communication with employees and/or vendors both inside and outside the Company.  
9
- 10 B. The work of a Maintenance Control Technician includes but is not limited to:
- 11 1. Providing technical support for assigned fleets for Dispatchers, Pilots, Aviation  
12 Maintenance Technician, and other personnel as required
  - 13 2. Utilizes aircraft manufacture manuals and other technical manuals, including but  
14 not limited to, the Maintenance Operations Control Procedures Manual (MOCPM)  
15 as required by FAR's and Operations Specifications for Operational Control
  - 16 3. Administering the MEL/CDL/NEF/TAC process in accordance with the MOCPM
  - 17 4. Coordinating parts and tooling movement and manpower requirements for field  
18 trips to non-maintenance stations
  - 19 5. Requesting and remotely directing the work of contract maintenance personnel in  
20 non- maintenance stations in accordance with the MOCPM
  - 21 6. Updating delay information and DMR entries for non-maintenance stations
  - 22 7. Reviewing open non-routine maintenance items on assigned fleet(s) or system(s);  
23 assisting and researching and developing a plan to resolve chronic aircraft faults
  - 24 8. Monitoring the ALERT, ACMS, AMA, AHM, AIRMAN, GE CWC, RR CDS, P&W  
25 ADEM, OSP and any future on wing monitoring system or engine  
26 performance/fault monitoring system and writing follow up items utilizing the  
27 applicable maintenance information technology (IT) systems following up to  
28 ensure the effectiveness of corrective action to chronic faults
  - 29 9. Identifying chronic/rogue components and passing this information to the  
30 Reliability Department
  - 31 10. For aircraft at non-staffed maintenance stations, maintain a current list of aircraft  
32 status (ETR) and communicate ETR and MEL information to the appropriate IOC  
33 personnel.
  - 34 11. Alerting the MOC Manager on Duty or MOC Manager when mechanical problems  
35 arise which adversely affect systems operations
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## ARTICLE 7 – CLASSIFICATIONS

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- 2 12. Reviewing previous day's mechanical interruptions and following up to ensure a
- 3 positive final corrective action
- 4
- 5 13. Providing the point of contact for Engineering Authorization requests by Production
- 6
- 7 14. Maintaining and controlling CAT II/III aircraft certification and ensuring aircraft
- 8 remain in compliance
- 9
- 10 15. Maintaining the ETOPS Program and ensuring aircraft remain in compliance
- 11
- 12 16. Maintaining the compass card records
- 13
- 14 17. Where directed by the Company, MCTs may be assigned work associated with
- 15 developing and writing MELs
- 16
- 17 18. Performing any other MOC duties as assigned

## **ARTICLE 8 – QUALIFICATIONS**

- 1 A. An applicant for the position of the “Maintenance Control Technician” will possess a  
2 valid F.A.A. Airframe and Powerplant License, and will have worked for the Company  
3 as an Inspector, AMT Technical Crew Chief, AMT Crew Chief, Aviation Maintenance  
4 Technician, or Maintenance Training Specialist, for a minimum of five (5) years or  
5 have worked on commercial or military aircraft as an Aviation Maintenance Technician  
6 and/or a Maintenance Control Technician for a minimum of five (5) years.

## ARTICLE 9 – FILLING OF VACANCIES

### Maintenance Control Technician (MCT) Vacancies

- A. Candidates for Maintenance Control Technician (MCT) vacancies who do not hold MCT seniority will be required to meet the Qualifications listed in Article 8.
- B. Employees who do not hold MCT 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 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, utilizing basic classification seniority who meets the minimum passing score from the panel interview will be selected by the Company.
- C. Where there are ten (10) or more qualified candidates, who do not hold MCT seniority, the Company may limit the interviews to the ten (10) most senior candidates, utilizing basic classification seniority in the following order:
  1. Those employees bidding the position from the Mechanic and Related or Maintenance Training Specialist Collective Bargaining Agreement who meet the qualifications.
  2. Those employees bidding the position from any other Association Collective Bargaining Agreement who meet the qualifications.
  3. Those employees bidding the position from the Mechanic and Related or Maintenance Training Specialist collective bargaining agreement who meet the A&P License requirement, but not the five (5) year experience qualification.
  4. Those employees bidding the position from any Association Collective Bargaining Agreement who meet the A&P License requirement, but not the five (5) year experience qualification.
  5. Any other employee or new hire.
- D. Employees first awarded an MCT position 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. Employees first

**ARTICLE 9 – FILLING OF VACANCIES**

1 awarded an MCT position as well as employees who have completed a voluntary  
2 “desk to desk” transfer will be subject to a twelve (12) month stability period with the  
3 following exceptions:  
4

- 5 1. Employees in a stability period are not precluded from bidding on MCT positions  
6 which did not exist before on a desk, shift, in a station or location.  
7
- 8 2. Employees who are bumped or displaced will not be subject to a stability period  
9 upon exercising seniority or being furloughed.  
10

11 E. All employees first awarded an MCT position will have their performance evaluated  
12 prior to the last day of their trial period. Employees who fail to meet performance  
13 expectations will be returned to their previous bid area and shift.  
14

15 Filling MCT vacancies  
16

17 F. MCT vacancies shall be awarded in the following order.  
18

- 19 1. The senior employee, locally, who files a request for a “desk to desk” transfer to  
20 another MCT desk and is working as a MCT.  
21
  - 22 a. Each location will maintain a local “desk to desk” bid preference file. Employees  
23 desiring a change to a different desk within the location must have a bid on file  
24 prior to the time of the award. Vacancies, which the company decides to fill, will  
25 first be filled by utilizing the local desk bid preference file. The maximum  
26 number of “Desk to Desk” transfers created by an initial vacancy may be limited  
27 to the number of desks at each station/location or after any move creates a  
28 second transfer off of any one desk. Within ninety days of “Desk to Desk”  
29 movement, the Company must perform realignment within the affected  
30 Desk(s). Employees will be required to accept a bid that is awarded. Vacancies  
31 not filled by the local bid preference process will be filled as described in  
32 paragraph 2. below.  
33
  - 34 b. In the event that the filling of vacancies at new stations or new desks within a  
35 station would result in more than three (3) Maintenance Control Technicians  
36 from leaving any one (1) existing desk the Company and the IAM General  
37 Chair/TWU Local President will mutually agree as to when additional affected  
38 Maintenance Control Technician(s) will be allowed to assume the new  
39 assignment.  
40
- 41 2. The senior employee, who bids the position and is working as an MCT at another  
42 location, which will also automatically include any MCT who have this location

**ARTICLE 9 – FILLING OF VACANCIES**

1 designated as their recall location if on furlough status Article 12 and any MCT on  
2 furlough who bid the position from any other location.

- 3
- 4 3. The senior employee, who holds MCT seniority, including those in a stability period  
5 bidding the position from any Association Collective Bargaining Agreement.
- 6
- 7 4. The senior of the Inspector, AMT Technical Crew Chief, AMT Crew Chief, AMT or  
8 MTS bidding the position that meets the qualifications and is successful in the  
9 interview process above. The earliest classification seniority date among those  
10 above, will be used to determine who is senior for the purpose of awarding the  
11 position.
- 12
- 13 5. The senior employee, other than those identified in paragraph 4. above, bidding  
14 the position from any Association Collective Bargaining Agreement who meets the  
15 qualifications and is successful in the interview process above. The earliest  
16 Association classification seniority date will be used to determine who is senior for  
17 the purpose of awarding the position.
- 18
- 19 6. The senior employee, bidding the position from the Mechanic and Related or  
20 Maintenance Training Specialist Collective Bargaining Agreement who meets the  
21 A&P License requirement, but not the 5-year experience qualification, but is  
22 successful in the interview process above. Basic seniority will be used to determine  
23 who is senior for the purpose of awarding the position.
- 24
- 25 7. The senior employee, bidding the position from any Association Collective  
26 Bargaining Agreement who meets the A&P License requirement, but not the five  
27 (5) year experience qualification, but is successful in the interview process above.  
28 The earliest Association classification seniority date will be used to determine who  
29 is senior for the purpose of awarding the position.
- 30
- 31 8. Any other employee or new hire.
- 32

33 **Temporary Transfer Provisions**

34 G. No employee will be forced into a permanent or temporary transfer outside of his  
35 station. The Company shall solicit volunteers, in seniority order, to work another Desk  
36 within their station for which they are qualified. In the event of insufficient volunteers,  
37 the Company will assign employees in inverse seniority order. Such assignment can  
38 only be to a shift with a start time within one hour of their scheduled start time and not  
39 to exceed a period of twenty-eight (28) work days. The needs of the service shall  
40 dictate when transfers shall be made, and no arbitrary transfers shall be affected. If  
41 there is a need for an extension beyond the twenty-eight (28) work days the Company  
42 and the IAM General Chair/TWU Local President must mutually agree on the terms of

**ARTICLE 9 – FILLING OF VACANCIES**

1 the extension. For transfers in excess of one (1) full shift employees shall receive  
2 written notice of the expected duration of the transfer.

3  
4 H. **BID PROCESS**

5  
6 The process for identifying and awarding vacancies will be conducted on a weekly  
7 cycle as follows for all applicable classifications:

- 8  
9 1. On Saturday of each week at 00:01 CST, the Company will post an online  
10 notification list of the stations/locations/shops declaring vacancies for that week.  
11  
12 a. The list will include the actual number of declared vacancies  
13  
14 b. The transfer list standing will be dynamic during the week and will be shown  
15 via the online tool in seniority order  
16  
17 2. The transfer list for those listed vacancies will be closed on the following Tuesday  
18 at 2359 CST and a snapshot of the list will be taken at that time.  
19  
20 3. The employee may add or remove his standing transfer request or change the  
21 order of preference anytime during the above timeframe (Sat. 00:01 CST to  
22 Tuesday 2359 CST).

23  
24 All necessary paperwork (e.g. Work Experience Review form and supporting  
25 documents) will be required to be complete online prior to the vacancy being  
26 awarded;

- 27  
28 a. Employees will have seven (7) days after the posting closes (Thursday at  
29 2359 CST) to provide the necessary paperwork. Note: Employees do not  
30 have to wait until the posting closes; they may send the documents at the  
31 time that they add their name to the transfer list.  
32  
33 b. Employees without paperwork will not be considered qualified, and will not be  
34 awarded a vacancy.  
35  
36 c. Employees with incomplete paperwork, or who do not meet the experience  
37 requirements will not be considered qualified and will not be awarded the  
38 vacancy.  
39  
40 4. Any employee whose name appears on the list after Tuesday at 2359 CST may  
41 refuse the transfer by removing his name from the list by Thursday at 2359 CST.  
42 If the employee does not remove his name from the list during this forty-eight (48)

**ARTICLE 9 – FILLING OF VACANCIES**

- 1 hour period, and is awarded a vacancy, he will be considered to have accepted  
2 the position.
- 3
- 4 5. The employee will be notified during JetNet sign-in of the final award.
- 5
- 6 a. Employees will also be sent an email notification to their aa.com email  
7 address.
- 8
- 9 b. Once the final award has been posted and employee notified via JetNet, the  
10 Company cannot subsequently rescind the award.
- 11
- 12 c. The employee must report to the station awarded on the specified date unless  
13 mutually agreed to by the Company and the Union.

**ARTICLE 10 – PROBATIONARY PERIOD**

- 1 A. New employees shall be regarded as probationary employees for the first ninety (90)  
2 work days of their employment, and there shall be no responsibility on the part of the  
3 Company for the re-employment of probationary employees if they are discharged or  
4 laid off during this period. The ninety (90) work day probation period excludes  
5 classroom training. If retained in the service after the probationary period, the names  
6 of such employees shall then be placed on the seniority list for their respective  
7 classification in order of the date of their original hiring at the point and on the system  
8 seniority roster. The Company will furnish the TWU Local President, IAM General  
9 Chair, and Local Union Representative(s) with the names, classification, department,  
10 and rate of pay of all new employees on the first (1st) of each month.  
11
- 12 B. In the event a probationary employee is granted a leave of absence, upon the  
13 employees return to work the probationary period will be extended by the number of  
14 work days remaining to complete the probationary period.  
15
- 16 C. Probationary employees may be released at the Company's discretion and no  
17 probationary employee shall have the right to grieve any such action of the Company.  
18
- 19 D. If a probationary employee is released and is rehired within a period not exceeding  
20 his previous service, his previous time worked will count towards the completion of his  
21 probationary period.



## ARTICLE 11 - SENIORITY

1 All references in this Agreement to "Seniority" will mean Classification Seniority  
2 (previously known as 'Occupational Seniority' at pre-merger American Airlines),  
3 except where specific reference is made to Company or Pay seniority.  
4

- 5 A. Company seniority is defined as continuous service in any department and shall begin  
6 with the effective day of placement on payroll. Company seniority shall be applied to:  
7 vacation accrual, bidding of vacations periods and service awards. Adjustments to  
8 Company Seniority based on past seniority policies and/or Collective Bargaining  
9 Agreements will remain in place. After the effective date of this Agreement, there will  
10 be no adjustments to Company seniority.  
11
- 12 B. Maintenance Control Technician classification seniority shall commence with the date  
13 the employee enters into the classification. Classification seniority shall govern in the  
14 case of displacement, filling bargaining unit vacancies, bidding shifts and days off  
15 within the bid area, reductions in force and recalling after a layoff. If two or more  
16 employees have the same classification seniority, the employee with the earlier  
17 company date of hire seniority shall be senior. If two or more employees have the  
18 same classification seniority and company date of hire seniority, the employee with  
19 the lowest last four (4) digits of his social security account number shall be senior.  
20
- 21 C. Seniority for pay purposes, pay date seniority, shall commence with the date of entry  
22 into the Maintenance Control Technician classification. Seniority for pay purposes  
23 shall be adjusted for time lost due to unpaid leaves, as referenced Article 25 Leaves  
24 of Absence.  
25
- 26 D. An employee shall lose all seniority and be removed from the seniority list when:  
27
- 28 1. He quits, resigns or retires.
  - 29
  - 30 2. He is discharged for just cause.
  - 31
  - 32 3. He does not inform the Company of his intent to return to work, or the employee  
33 fails to report to work in accordance with Article 12 Reduction in  
34 Force/Recall/Voluntary Separation.
  - 35
  - 36 4. He fails to return from a leave of absence within the scheduled period.  
37
  - 38 5. Otherwise provided for in this Agreement.
  - 39
- 40 E. Employees who are furloughed shall continue to accrue classification seniority for five  
41 (5) years from date of furlough and thereafter shall only maintain their seniority status  
42 while on furlough. Employees who refuse recall will have their names removed from  
43 the seniority list and shall be deemed to have resigned.  
44
- 45 F. The Company shall post a seniority list by the last day of January of each year, and  
46 employees or the Association may protest any omission or error affecting any

**ARTICLE 11 - SENIORITY**

1 employee's seniority within thirty (30) days of the current posting. Such lists, published  
2 by group or classification, will provide, at minimum, the name, employee number,  
3 Classification Seniority date, Company seniority date, job classification, and station of  
4 each employee, covered under this Agreement. Any employee on leave at the time of  
5 posting will have a period of fifteen (15) days from his date of return to service to file  
6 a protest.  
7

8 G. An employee having Classification seniority who moves to a position in a classification  
9 of work in another Association Agreement within the Company, will continue to accrue  
10 Classification seniority in the classification and group from which he transferred.  
11

12 H. Employees covered by this Agreement may be assigned to special projects in the  
13 interest of the Company that are outside the normal scope of their duties. Employees  
14 assigned to such projects shall continue to be covered by this Agreement during the  
15 term of the assignment. The Company shall advise, meet and/or confer with the  
16 Association prior to any such assignment of an employee or employees to discuss the  
17 nature of the project and any conditions that may be associated with the assignment.  
18 Employees on special assignments initiated under the conditions described in this  
19 paragraph shall retain and continue to accrue all seniority while on the assignment.  
20

21 I. Employees may be assigned on a voluntary basis to supervisory or managerial duties  
22 (except the issuance of discipline) that are considered short term in nature. The  
23 Company will not create a personnel documentation change for employees assigned  
24 under these terms and the employees shall be considered to be part of the bargaining  
25 unit during the term of the assignment. Employees assigned under the conditions  
26 described in this paragraph shall retain and accrue seniority for a total of sixty (60)  
27 work days measured over the duration of their career. Any employee who exceeds  
28 sixty (60) work days in any supervisory or managerial assignment described in this  
29 paragraph shall lose all seniority under this Collective Bargaining Agreement and any  
30 other Association Collective Bargaining Agreement containing these same provisions.  
31 The Company shall provide a monthly report to the Association that records all  
32 persons assigned under this paragraph and the days of the assignment(s).  
33

34 J. Employees who transfer to any position outside of the coverage of any Association  
35 Collective Bargaining Agreement, other than those assignments described in  
36 paragraphs H. and I.) above shall continue to retain and accrue seniority for a period  
37 not to exceed ninety (90) days measured over the duration of their career. Any such  
38 employee who exceeds ninety (90) days, measured over their career, shall lose all  
39 seniority under this Collective Bargaining Agreement and any other Association  
40 Collective Bargaining Agreement containing these same provisions.

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

### **REDUCTION IN FORCE**

A. In the event of the geographical relocation in whole or in part of any of the work performed by employees covered by this Agreement, the 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 should enhance the relocation policy during the life of the 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.

B. In the event of a reduction in force, Classification Seniority will govern. Affected employees working a five (5) day workweek will be given ten (10) work days' notice and affected employees working any other schedule will be given eight (8) work days' notice before any normal reduction is made and 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 facility with twenty-four (24) hours' notice or eight (8) hours pay.

NOTE: The notice to the employee, described above, shall begin when the employee signs for their abolishment or bump paperwork.

C. Employees laid off in a reduction in force or displaced by senior employees may fill any available vacancy on the system or exercise their seniority as follows:

1. Displace the junior MCT employee at the location, if unable,
2. Displace the junior employee at any location within the MCT classification, or
3. Displace the junior employee on the system in a classification in which he holds seniority, or
4. Accept furlough.

D. 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.

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

1 NOTE: Time will start on the regularly scheduled work day following receipt of such  
2 notice and will end at the close of the regular work shift on the third (3) scheduled work  
3 day.  
4

### **RECALL**

5  
6  
7 E. Recall following a furlough shall be by classification. An employee, who accepts  
8 furlough, may only have recall to one station at any given time and will have recall to  
9 that station for all classifications for which he has seniority.

10  
11 F. An employee's recall station shall be defined as that station an employee selects from  
12 any station from which he was reduced. Employees will not be permitted to change  
13 their recall station unless their existing recall station is closed.

14  
15 G. An employee on furlough status will only be recalled to his recall station, unless he is  
16 awarded a bid, via the automated bid / recall system for any other vacancy.

17  
18 H. All employees electing furlough due to a reduction in force will maintain a current  
19 address and phone number with the Company. Any change in address and/or phone  
20 number must be updated on JetNet or by calling Team Member Services at 1-800-  
21 447-2000.  
22

23 I. In the event the Company no longer staffs employees covered by this Agreement at  
24 an employee's recall station, all employees now and hereafter on furlough from such  
25 station or who have selected such station as their recall station will be required to  
26 select a new recall station, first from any other station from which he was reduced if  
27 still active, and, if none, then from any other MCT location. This change of designated  
28 recall station must be made in the Company's automated bid / recall system within  
29 thirty (30) days of written notice from the Company. Notification to the employee will  
30 be by certified or registered United States mail, return receipt requested, or by United  
31 Parcel Service or equivalent, confirmation of delivery requested. Failure to comply  
32 with the above will result in loss of employee's seniority and employment status.  
33 Should the Company resume staffing of employees covered by this Agreement into  
34 an inactive station, then the employee, if reduced from that station and still on furlough,  
35 can elect through the notification procedures above to designate such station as his  
36 recall station.  
37

38 J. Any furloughed employee accepting recall or bidding a job will return to the step on  
39 the pay scale occupied at the time of his furlough.  
40

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

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

1 L. Should an employee who has been recalled or awarded a bid from furlough, be  
2 bumped again prior to reporting to work, such employee will be allowed to again  
3 exercise his seniority subject to the provisions in this Agreement. Employees in this  
4 situation who are allowed to re-exercise their seniority will continue to be considered  
5 in an inactive furlough status until they return to work.  
6

7 M. All notices of recall which include instructions and a required report date will be made  
8 in writing (telephonic notifications are acceptable if confirmed in writing) by certified or  
9 registered United States mail, return receipt requested, or by United Parcel Service  
10 or equivalent, confirmation of delivery requested. All employees must, accept or  
11 refuse using the on-line tool within fourteen (14) days of the date of the mailing  
12 postmark on the recall letter. An employee who has accepted recall must initiate and  
13 complete the employee portion of the background and fingerprint process via the on-  
14 line tool within seventy-two (72) hours (exclusive of weekends and holidays) of  
15 acceptance of the recall. Any additional information requested by the Company must  
16 be provided within a reasonable specified time. The Company will furnish the IAM  
17 General Chair/TWU Local President or designated Local Union Representative a copy  
18 of all recall letters.  
19

20 N. Any employee who has been furloughed and is off payroll who fails to notify the  
21 Company of acceptance/refusal within the fourteen (14) days, fails to initiate their  
22 portion of the background and fingerprint application process within the seventy-two  
23 (72) hours (exclusive of weekends and holidays) of acceptance of recall, or who  
24 fails to provide any additional information requested within the specified time, or  
25 who fails to return to duty on the required report date, will be considered to have  
26 refused recall and will be removed from that seniority list.  
27

28 O. If the employee requires an extension to any of the above time limits due to  
29 extenuating circumstances, it must be requested through the Company at the phone  
30 number provided in the instruction packet prior to the original deadline. The Company  
31 will furnish the IAM General Chair/TWU Local President or designated Local Union  
32 Representative a copy of all extension requests. The Company will respond  
33 to the employee within seven (7) days, with a copy to the IAM General  
34 Chair/TWU Local President or designated Local Union Representative.  
35

36 P. Accrual of seniority for pay purposes shall not exceed ninety (90) days for employees  
37 who are furloughed.  
38

### **Voluntary Separation in Lieu of Furlough**

39

40  
41 Q. In any location, classification and bid area where any employee will be involuntarily  
42 reduced from the location, classification and bid area, another more senior employee  
43 who would have otherwise been unaffected by the reduction may volunteer for  
44 separation. Separation benefits will include the identical benefits as found in Article  
45 13, except that such employee will be separated from the Company and will have no  
46 further rights under the agreement. Employees who have less than fifteen (15) years

## **ARTICLE 12 - REDUCTION IN FORCE / RECALL / VOLUNTARY SEPARATION**

1 of service and are not eligible for retiree benefits will receive online pass travel for  
2 three (3) years on the airline and employees who have completed fifteen (15) years  
3 of service and are not eligible for retiree benefits will receive lifetime online pass travel  
4 on the airline.

**ARTICLE 13 – FURLOUGH BENEFITS**

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

4  
5 1. The requirement of notice will not apply to a furlough caused by one of the  
6 conditions listed in paragraph B (2) of this article.

7  
8 2. Any employee with one (1) year or more of service who is furloughed will receive  
9 furlough allowance. The amount of furlough allowance payable under this Article  
10 to employees eligible is contained in the following table and will be based on length  
11 of compensated service with the Company from date of employment and will be in  
12 addition to all other benefits in this Agreement.

13  
14 3. Full Time Computation and Method of Payment: A week of furlough allowance  
15 shall be computed on the basis of the employee's base hourly rate at the time of  
16 his employment interruption multiplied by forty (40) hours. Furlough allowance  
17 shall be paid at the successive payroll periods immediately following the date  
18 employment is interrupted and shall continue to be paid until the employee is  
19 recalled or the furlough allowance entitlement is exhausted, whichever occurs  
20 sooner.

21  
22

<u>If employee has completed:</u>	<u>Furlough Allowance:</u>
23 1 year of service	1 week
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

38

39 B. Disallowances: Furlough allowance shall not be paid when the employee:

40  
41 1. Is discharged for just cause, retires or resigns.

## ARTICLE 13 – FURLOUGH BENEFITS

- 1           2. Furlough allowance will not be paid if the furlough is the result of an act of God; a  
2           national war emergency, revocation of the Company's operating certificate or  
3           certificates, grounding of a substantial number of the Company's aircraft for safety  
4           reasons, or a strike or picketing causing a temporary cessation of work; however,  
5           employees will be allowed to exercise all rights in Article 12 Reduction In  
6           Force/Recall/Voluntary Separation.  
7
- 8           3. Elects to exercise any seniority, bumping or transfer afforded him under this  
9           Agreement to remain in active service with the carrier or accepts employment  
10          offered by the carrier.  
11
- 12        C. An employee returning to the service of the Company after being on furlough shall be  
13          credited upon re-employment with any unused furlough allowance or, if it results in a  
14          greater amount, up to a maximum of five (5) weeks of furlough allowance computed  
15          as provided in paragraph A above and based on his prior period of service. In the  
16          event he is again furloughed under conditions entitling him to furlough allowance, he  
17          shall be entitled to an amount computed on his years of compensated service with the  
18          Company after the date of such return to the Company's service, plus such amount  
19          credited to him upon re-employment.  
20
- 21        D. Employees who are on furlough and their dependents shall continue to participate in  
22          the Company's group medical/dental and life insurance programs for a period of ninety  
23          (90) days following their last compensable day under this Agreement provided the  
24          employee continues to pay his/her portion of the costs at active employee rate.  
25
- 26        E. Employees involuntarily furloughed on or after the effective date of this agreement will  
27          receive on-line non-revenue travel privileges for themselves and eligible family  
28          members while on furlough for a period not to exceed three (3) years following their  
29          last compensable day under this Agreement. All other travel privileges will be  
30          governed by the Company's non-revenue travel policy.  
31
- 32        F. Employees who have been on furlough for more than five (5) years will not be eligible  
33          for travel under the Company's sixty-five (65) Point Plan, unless the employee returns  
34          to active service for a minimum of six (6) months.  
35
- 36        G. Employees, with five (5) years or more of credited service, who are furloughed and  
37          who reach age fifty-five (55), may retire from furlough status, provided recall rights  
38          have not expired, and receive retirement benefits (e.g. medical, dental, and term pass  
39          benefits).



## ARTICLE 14 – HOURS OF SERVICE

1 A. The workday will consist of a twenty-four (24) hour period beginning at the start of  
2 the employees shift and the work schedule will be based on the schedule options  
3 in paragraph (B) below. The work week and the pay week will consist of seven (7)  
4 consecutive days from midnight Sunday to midnight Sunday. On an annual basis,  
5 employees within a work unit will select the schedule based on majority vote within  
6 the work unit.

7  
8 1. The shifts will be selected on a one (1) year basis.

9  
10 2. An employee will select his shift within his work unit on an annual basis in  
11 the month of September based on his classification seniority. The schedule  
12 will become effective at the start of the first Monday in January.

13  
14 B. The work schedule vote will be based on one of the following options:

15 1. A five (5) days on, two (2) days off, eight (8) hour day schedule or

16 2. A four (4) days on, four (4) days off, twelve (12) hour day schedule or

17 3. A three (3) days on, three (3) days off, twelve (12) hour day schedule or

18 4. A six (6) days on, three (3) days off, eight and one half (8.5) hour day  
19 schedule.

20  
21  
22 MCT's will continue to be on pay leveling and the standard pay will be forty (40)  
23 hours per workweek (2080 hours per year) for each MCT, excluding any  
24 additional overtime hours worked.

25  
26  
27  
28  
29 C. Each employee will be scheduled for no less than two (2) consecutive days off during  
30 each workweek. The Company will make every reasonable effort to arrange work  
31 schedules so that, whenever practical, those days will be Saturday and Sunday. When  
32 an employee's days off are other than Saturday and Sunday, nothing will prohibit the  
33 Company from scheduling Sunday and Monday as the two (2) consecutive days off.

34  
35 D. Employees will be given a date and time window, in which they will bid their shift  
36 selection. Any employee who will be on vacation, days off, or otherwise unavailable  
37 when his opportunity to select his shift arises, will be called or may call in the  
38 designated time window, to make his selection. Employees may submit his shift bid  
39 preference, in writing or electronically, to the appropriate supervisor in advance. If an  
40 employee fails to answer or call in his designated time window or submit his  
41 preference, he will be bypassed and must make a selection from the shift(s) available  
42 when he returns or submits his selection.

43  
44 E. All time worked in any continuous tour of duty, including overtime, will be considered  
45 as work performed on the workday within which the tour of duty is started.  
46

## ARTICLE 14 – HOURS OF SERVICE

- 1 F. No employee will be called to work or be required to report to work for a shift of less  
2 than his regularly assigned shift.  
3
- 4 G. Adverse Condition Day - When a decision is made by Federal, State or Local  
5 Government officials that prohibits an individual employee from reporting to work (i.e.  
6 Travel Ban, Curfew, or State of Emergency), the employee will notify the Company as  
7 soon as practical and the Company will approve the options listed below.  
8
- 9 1. An employee who is scheduled and reports to work on time will be entitled to full  
10 pay for the day, unless the employee voluntarily agrees to either take the rest of  
11 the day off without pay or to use any other compensated time off (excluding block  
12 vacation and sick) to make up his wages for time missed when absent due to  
13 adverse conditions.  
14
- 15 2. An employee arriving later than the beginning of the shift will be paid only for the  
16 actual hours worked and may use HAT (paid in a minimum of one (1) hour  
17 increments at straight time) to cover any time lost or take time missed without pay  
18 at the employee's option.  
19
- 20 3. When an employee is absent due to adverse conditions and is unable to report to  
21 work, he will not receive regular pay for that day. The employee at his option may  
22 use any other compensated time off (excluding block vacation and sick) to make  
23 up his wages for time missed when absent due to adverse conditions.  
24
- 25 4. If any of the above applies, an employee will not be charged with an  
26 absence/tardiness under the attendance control policy.  
27
- 28 H. Airport/Facility Closure - Employees will be notified by the Company of the closure  
29 and shall receive a minimum of half of their regular scheduled hours pay at the regular  
30 hourly rates, unless notified that there will be no work at the close of the last shift he  
31 worked, or sixteen (16) hours before the start of his regular work shift, whichever  
32 period is shorter. The employee at his option may use any other compensated time  
33 off (excluding block vacation and sick) to make up his wages.  
34
- 35 I. As a result of severe weather/natural disaster, the Company may in its discretion  
36 provide hotel rooms, meal vouchers and transportation to and from the hotel to those  
37 employees necessary to maintain the operation.  
38
- 39 J. If, as a result of annual shift change, an employee is required to report for a  
40 regular shift less than seven and one-half (7½) hours after the completion of the  
41 previous regularly scheduled shift, including overtime, he will be paid at the applicable  
42 overtime rate for all time worked during the second regular work period. The  
43 Company may adjust his start/stop times to ensure the employee receives more than  
44 seven and one-half (7½) hours rest after the completion of the previous regularly  
45 scheduled shift.

## ARTICLE 14 – HOURS OF SERVICE

1 K. An employee's days off may only be changed to accommodate jury duty, Military  
2 Leave, Reserve or Guard duty, or training of five (5) or more consecutive days.  
3

4 L. Relief shift assignments will be permitted, provided no more than one third (1/3) of  
5 the work unit is on a relief assignment. Relief employees will be assigned to a regular  
6 shift when not being utilized in a relief capacity. It is understood that "relief capacity"  
7 is to be utilized for coverage as a result of Vacation, Training, Military Leave or  
8 Reserve or Guard duty, Desk Vacancy, Jury Duty of five (5) days or more, or to cover  
9 for situations when an employee is on extended sick leave. Utilization of relief lines for  
10 balancing scheduled manpower, other than the situations listed above, is not an  
11 appropriate utilization of a relief position/line. No Maintenance Control Technicians  
12 shall be required to work more than two (2) different shifts during a relief assignment.  
13

14 M. Except in emergencies, employees will be given at least seven (7) days' notice of all  
15 scheduled shift changes. If such notice is not given, the employee will receive no less  
16 than one and one-half (1.5X) times his regular rate of pay for the first day worked  
17 (excluding shift swaps) after the schedule change.  
18

19 N. Employees may be required to be available during breaks and lunch. Shift turnovers  
20 will be accomplished at the end of each scheduled shift as necessary. Once the shift  
21 turnover has been completed the off-going employee will be relieved from duty.  
22

23 O. Employees who work in a location that changes to Daylight Saving Time will on the  
24 date and shift that Daylight Saving Time goes into effect work their regularly scheduled  
25 number of hours. Employees who work in a location that changes from Daylight  
26 Saving Time will on the date and shift that Standard Time goes into effect be required  
27 to work one hour in addition to their regularly scheduled workday, and will be  
28 compensated for the additional hour at the applicable overtime rate. If the Company  
29 determines that less than a full crew is required during the last hour of the shift, it may  
30 offer employees the opportunity to leave early in classification seniority order.  
31

32 1. Employees working under the provisions of a shift swap will be allowed to work  
33 seventeen (17) hours on the day standard time goes into effect. (Fall back).  
34

35 P. Scheduled Days Off (SDO)  
36

37 1. If the twelve (12) hour schedule is selected, the MCT's will be scheduled to work  
38 above the standard 2080 hours, which will result in the need for additional  
39 Scheduled Days Off (SDO) to each MCT working that schedule. Each MCT  
40 working the twelve (12) hour days schedule will be provided the difference of those  
41 scheduled hours as additional SDOs. Any additional hours that would result in a  
42 fractional day of .5 or greater, will be considered as a full SDO. If the total number  
43 of SDOs, established by the number of scheduled hours for the year equates to  
44 one (1) to eight (8) days, then they will remain constant for the year and will not be  
45 adjusted up or down based on actual hours worked and/or work schedule  
46 fluctuations. If the total number of SDO's equates to more than eight (8) days, they

## ARTICLE 14 – HOURS OF SERVICE

1 will be adjusted up or down based on actual hours worked and/or work schedule  
2 fluctuations, however they will not be adjusted below eight (8) days. SDO's will be  
3 selected after the annual vacation selections are made, beginning on November  
4 16<sup>th</sup> and will be completed by December 15<sup>th</sup>. SDO selections will be made in  
5 Classification seniority order, and will be bid in either singular day or consecutive  
6 day selections, and will be bid in rounds. SDO's may not exceed the normal  
7 vacation complement  
8

- 9
- 10 2. Employees will be given a date and time window in which they will bid their SDO  
11 selection. Any employee who will be on vacation, days off, or otherwise unavailable  
12 when his opportunity to select SDO dates arises, will be called or may call in the  
13 designated time window, to make his selection. Employees may submit his SDO  
14 bid, in writing, to the appropriate supervisor in advance. If an employee fails to  
15 answer or call in his designated time window or submit a written bid, he will be  
16 bypassed and must make a selection from the dates available when he returns or  
17 submits his selection.
  - 18 3. Unused SDOs will be paid out to the employee no later than **the four weeks from**  
19 **January 1 in the following year.**

**ARTICLE 14.1 – ABSENCE FROM DUTY**

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

## ARTICLE 15 - SHIFT SWAPS

- 1 A. An employee may authorize another qualified employee within the same work unit to  
2 work his scheduled work day/shift in accordance with the following provisions:  
3
- 4 B. The request must be in writing to the authorizing employee's immediate supervisor  
5 using the appropriate form and signed by both employees involved or submitted  
6 electronically where offered by the Company.  
7
- 8 All swaps must have a reciprocal swap and must be agreed to at the time of the swap  
9 request.  
10
- 11 C. The request must be submitted not less than twenty-four (24) hours prior to the  
12 scheduled start time of the shift to be worked for full day swaps and forty-eight (48)  
13 hours prior to the shift start time for half day swaps, however, local management may  
14 approve shift swap requests with less notice. Such approval shall not be unreasonable  
15 withheld. Twelve (12) months after March 26, 2020, the Company shall meet with the  
16 Union to discuss reducing these notice requirements.  
17
- 18 1. An eight (8) hour schedule employee swapping half of his shift may only do so with  
19 one (1) other employee, either the first or second half of the shift.  
20
- 21 2. A twelve (12) hour schedule employee swapping one third of his shift may only do  
22 so with one (1) other employee, either the first third or last third of the shift.  
23
- 24 3. An employee who has agreed to work for another employee may trade the entire  
25 obligation with one other employee.  
26
- 27 D. Employees are personally responsible for work on the day/shift. However, they will be  
28 considered normally assigned for all purposes.  
29
- 30 E. An employee who fails to report or is tardy on the day/shift involved will not be charged  
31 for the occurrence under the Company's Attendance Control Policy. However, they  
32 may be restricted from utilizing these provisions as follows:  
33
- 34 1. First offence –written warning  
35
- 36 2. Second offence – one hundred eighty (180) day suspension of privileges from the  
37 date of the absence or tardiness.  
38
- 39 3. After a warning/suspension with no other violations for the next twelve (12) months,  
40 the warning/suspension process will reset.  
41
- 42 F. Employees working in probationary periods are not eligible to participate under these  
43 provisions.  
44
- 45 G. No overtime payment or premium payment will be paid to an employee as a result of  
46 working another employee's day/shift under these provisions.

## ARTICLE 15 – SHIFT SWAPS

- 1 H. No request under these provisions shall be honored in jurisdictions in which the laws  
2 or regulations either preclude such as a result of hours restrictions or require the  
3 compensation of such day/shift at overtime rates. This paragraph shall immediately  
4 apply in any jurisdiction, which may hereafter impose such restrictions or require such  
5 payment.  
6
- 7 I. Employees participating under these provisions will be eligible for overtime on the shift  
8 preceding and following the swap, but not on his regular shift (i.e., the shift he swapped  
9 off) and will be paid and charged at the applicable rate of pay. These employees will  
10 not be eligible for paid rest and will be responsible for disqualifying themselves from  
11 any overtime that would result in paid rest.  
12
- 13 J. Employees may work a maximum of seventeen (17) consecutive hours during a  
14 twenty-four (24) hour period as a result of shift swaps.  
15
- 16 1. Where employees swap and there is a duty-free period of at least fourteen (14)  
17 hours between the end of one duty period and the start of a new duty period, such  
18 swaps will not be considered as consecutive days for application of this provision.  
19
- 20 2. Employees may shift swap to work back-to-back double shifts, once per work  
21 week. (eight (8) or eight and one-half (8.5) hour shifts only).  
22
- 23 3. There must be a minimum of seven (7) hours of rest between each of the double  
24 shifts worked back-to-back.  
25
- 26 K. Employees who have a swap to work scheduled within twenty-four (24) hours of a  
27 field service trip are ineligible for that field service trip. If an employee is on a field  
28 service trip and it becomes evident that the field service trip will extend into a  
29 scheduled swap, the employee will notify management and the employee will be paid  
30 at the straight time rate of pay during the swap period. If an employee is on a field  
31 service trip and it becomes evident that the field service trip will extend into a  
32 scheduled swap-off, the employee will notify management and the employee will be  
33 paid at straight time rate of pay for any hours worked that fall within the employee's  
34 originally scheduled shift(s). No overtime payment or paid rest will be paid as a result  
35 of working the swap.  
36
- 37 L. Employees are personally responsible to remain in compliance with Federal Air  
38 Regulations and Company requirements at all times relative to personal duty time  
39 regulations. The Company requirement will be no more than one (1) day above the  
40 minimum Federal Air Regulations.  
41
- 42 M. If an employee agrees to work a double shift as a result of a swap and later calls in  
43 sick, he will be charged with sick leave for both shifts missed.

## **ARTICLE 15 – SHIFT SWAPS**

- 1 N. If an employee is denied a requested DAT/comp day due to needs of service, and  
2 subsequently arranges for another employee to work in his place, the employee shall  
3 be paid for the day at his appropriate straight time rate and a DAT/comp day will be  
4 deducted. This DAT/comp swap shall not count as a swap for purposes of the  
5 limitations in this provision.  
6
- 7 O. In circumstances where shift swaps have been approved (single shift or double shift)  
8 and where the employee who is scheduled to work for another employee is unable to  
9 do so (e.g., due to a leave of absence (paid or unpaid), transfer, termination, jury duty,  
10 schedule re-bid, occupational injury), the Company reserves the right to cancel  
11 approved shift swap provided seven (7) days' notice is given to the affected  
12 employees.



**ARTICLE 16 - COMPENSATION**

- 1 A. During the period of this Agreement, the rates of pay for the classifications of work  
2 covered will be in accordance with the Wage Schedules shown in this Article which  
3 are incorporated and made a part of this Agreement.  
4
- 5 B. An employee's base pay will mean the chart rate plus any applicable premiums and/or  
6 differentials and will apply to the calculation of pay for any overtime applications,  
7 vacation pay, holiday pay, sick leave pay, travel pay, field trip, furlough or severance  
8 pay, sick leave conversion to an HRA and pay for occupational illness or injury (OJI).  
9
- 10 C. The chart hourly rates of pay as set forth in this Article shall be effective on the first  
11 Monday after the date of ratification.

		MCT/MOC			
		2021+2	2022+2	2023+2	2024+2
YOS	2020	%	%	%	%
0-1	34.39	35.08	35.78	36.50	37.23
1-2	37.66	38.41	39.18	39.96	40.76
2-3	40.33	41.14	41.96	42.80	43.66
3-4	43.24	44.10	44.98	45.88	46.80
4-5	46.50	47.43	48.38	49.35	50.34
5-6	59.59	60.78	62.00	63.24	64.50
6-7	59.69	60.88	62.10	63.34	64.61
7-8	59.79	60.99	62.21	63.45	64.72
8-9	59.89	61.09	62.31	63.56	64.83
9-10	60.84	62.06	63.30	64.57	65.86

- 12 D. For employees hired into the Maintenance Control Technician classification  
13 progression from one step to the next will be based on twelve (12) months of service  
14 in the classification in each step. These rates of pay and the progression are subject  
15 to the provision of paragraph D below.  
16
- 17 E. Flexible Starting Rates  
18
- 19 1. In the event that the Company, in its sole discretion, finds that any or all of its  
20 starting pay rates (Step 1) as specified in paragraph B above, are non-competitive  
21 with local market starting rates for similarly situated jobs, the Company may hire  
22 applicants in the classification at any station/base/location at rates of pay higher  
23 (Step 2 through the maximum hourly rate in the applicable pay scale) than those  
24 starting rates specified in paragraph B above. As market conditions change, the  
25 Company may, in its sole discretion, change its designated starting rate. The  
26 designated starting rate may be higher or lower than previous designated starting  
27 rates. The starting rate may not be lower than Step 1 nor higher than the maximum  
28 hourly rate in the applicable pay scale.  
29
- 30 2. In those stations/base/locations where higher starting rates of pay are designated  
31 in accordance with paragraph D (1) above, all employees in that classification at

## ARTICLE 16 - COMPENSATION

1 that station/base/location who are receiving less than the new designated starting  
2 rate of pay will have their rate of pay concurrently increased to the new designated  
3 higher starting rate for that classification in that station/base/location.  
4

5 3. An employee receiving a flex rate of pay will remain at that pay step on the pay  
6 scale until such time that his seniority reaches a point that would allow him to  
7 advance to the next step.  
8

9 4. An employee who transfers to or from a station/base/location which has an  
10 adjusted starting rate of pay for his classification will have his rate of pay adjusted  
11 upward or downward to conform to the rate of pay received by an employee with  
12 the same pay seniority as his at his new station/base/location. The adjusted rate  
13 may not be less than Step 1 nor higher than the maximum hourly rate in the  
14 applicable pay scale.  
15

16 5. It is understood and agreed that the effective dates of step increases and other  
17 changes in pay rates are determined by the employee's pay seniority.  
18

### 19 F. LICENSE PREMIUM

20

21 1. Employees in the Maintenance Control Technician classification will receive five  
22 dollars and twenty-five cents (\$5.25) per hour license premium for holding both  
23 FAA Airframe and FAA Power Plant Licenses:  
24

25 2. License premium pay will be compounded in the computation of overtime rates  
26 and for those employees retiring, license premium pay will be included in the  
27 pensionable earnings of those employees.  
28

### 29 G. LINE PREMIUM

30

31 All Maintenance Control Technicians will receive a line premium of two dollars and  
32 fifty-five cents (\$2.55) per hour, which will be compounded in the computation of  
33 overtime rates. The Line premium will also be included in the pensionable earnings of  
34 retiring Maintenance Control Technicians.  
35

### 36 H. MAINTENANCE CONTROL TECHNICIAN (MCT) PREMIUM

37

38 All Maintenance Control Technicians will receive a premium of one dollar and seventy  
39 five cents (\$1.75) per hour, which will be compounded in the computation of overtime  
40 rates. The Maintenance Control Technicians premium will also be included in the  
41 pensionable earnings of retiring Maintenance Control Technicians.  
42

### 43 I. Shift Differential Premium will be paid as follows:

44

45 1. An employee assigned to a shift, which begins at or after 0900. and before 1959  
46 will receive a shift differential of fifty-one (.51¢) cents per hour.

**ARTICLE 16 - COMPENSATION**

- 2. An employee assigned to a shift, which begins at or after 2000, and before 0559 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 0600 and before 2059 .
- 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.

Example Start Times:

0600	to	08:59	None
0900	to	19:59	\$.51
2000	to	05:59	\$.58
Relief shifts			\$.61

- J. 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 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.
- K. An employee who is required by the Company to fly on a test hop 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 hop. The Company will provide a maximum of \$200,000 Test Flight and Observer Aviation Accident Insurance under the conditions outlined in the American Airlines liability policy for employees covered by this agreement
- L. 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 hourly rate per hour but, in no event, will his chart hourly rate exceed the maximum rate for the classification to which he transferred.
- M. If his chart hourly rate at the time of such transfer is not the same as any regular chart 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.

## ARTICLE 17 – PROFIT SHARING

- 1 A. The terms of profit sharing benefits for TWU/IAM Association represented  
2 employees (which replace and supersede any previous profit sharing provisions)  
3 shall be as set forth in this Article 17.  
4
- 5 B. TWU/IAM Association represented employees will be eligible for annual profit  
6 sharing award payments if, for the year that the profit sharing award payment is  
7 attributable, (i) the employee received eligible earnings (under the meaning used by  
8 the current AAG profit sharing plan) from the Company for that profit sharing year  
9 and (ii) remained employed on the last day of that profit sharing year, or whose  
10 employment terminated during the profit sharing year by reason of the employee's  
11 retirement, involuntary furlough, disability, or death.  
12
- 13 C. For each profit sharing year, the Company will calculate profit sharing award  
14 payments as follows:  
15
- 16 1. An amount equal to ten (10) percent (10%) of the dollar amount of American  
17 Airlines Group Inc.'s ("AAG") Pre-Tax Earnings up to \$2.5B for that year, and, an  
18 amount equal to twenty (20) percent (20%) of the dollar amount of AAG's Pre-  
19 Tax Earnings above \$2.5B for that year will be attributed to a profit sharing pool  
20 ("Total Profit Sharing Pool").  
21
  - 22 2. A percentage of the Total Profit Sharing Pool will be allocated to the eligible  
23 TWU/IAM Association represented employees by dividing the total eligible  
24 earnings of the TWU/IAM Association represented employees by the total eligible  
25 earnings of all participants in AAG's profit sharing program(s) ("TWU/IAM Profit  
26 Sharing Pool").  
27
  - 28 3. The TWU/IAM Profit Sharing Pool will be divided by the amount of all the  
29 TWU/IAM Association represented employees' eligible earnings, and the  
30 resulting quotient shall be the "payout percentage."  
31
  - 32 4. The amount of the profit sharing award payment for each TWU/IAM represented  
33 employee who is eligible for a profit sharing award for a profit sharing year shall  
34 be the product of the payout percentage multiplied by such eligible employee's  
35 eligible earnings from the Company for the applicable profit sharing year.  
36
- 37 D. "AAG's Pre-Tax Earnings" means the earnings of AAG provided that such "earnings"  
38 are determined (i) before any applicable income tax expense, and (ii) by excluding  
39 all accruals under profit sharing plans and any other incentive compensation plan or  
40 agreement, and all extraordinary, unusual, one-time, restructuring, reorganization,  
41 integration, reduction in force, or other similar accounting adjustments as may be  
42 determined by the compensation committee of the Board of Directors in its  
43 discretion, after consultation with AAG's independent auditors; and provided, further,  
44 that AAG's Pre-Tax Earnings remain positive after accruals under profit sharing  
45 plans and all other incentive compensation plans or agreements are taken into  
46 account.

## **ARTICLE 17 – PROFIT SHARING**

- 1 E. Profit sharing award payments shall generally be made by March 15<sup>th</sup> of the
- 2 subsequent calendar year or other such date as required by applicable law.
- 3
- 4 F. The Company retains discretion over all profit sharing related matters not specifically
- 5 addressed in this Article.

## ARTICLE 18 - OVERTIME

1 A. The applicable rate of pay computed on an actual minute basis, adjusted to the  
2 nearest tenth (.1) of an hour with a minimum of one (1) hour overtime, shall be paid.

3  
4 1. The rate of time and one half (1.5) shall be paid for the first four (4) hours worked  
5 by an employee in advance of or after his regular scheduled hours on a regular  
6 scheduled day, and for all hours worked by an employee on a regularly scheduled  
7 day off up to his regular scheduled-hours, except as provided in paragraph A (2)  
8 and (3).

9  
10 2. The rate of double-time (2) shall be paid as follows:

11  
12 a. For all hours in excess of the first eight (8) paid hours, on any one (1) of the  
13 employee's regularly scheduled days off in each work week.

14  
15 b. If shift coverage is required for a twelve (12) hour shift call, it will be paid as  
16 follows, first eight (8) hours at time and one half (1.5) the remaining hours will  
17 be paid at double time (2).

18  
19 3. The rate of double-time (2) shall also be paid to an employee who in a twenty-four  
20 (24) hour period, works in excess of twelve (12) hours if the employee is regularly  
21 scheduled to work an eight (8) or twelve (12) hour schedule.

22  
23 B. For overtime purposes, the twenty-four (24) hour period will begin with the starting  
24 time of the employee's regularly assigned shift. Notwithstanding this twenty-four (24)  
25 hour rule, the rate of double time shall be paid to an employee for all work in excess  
26 of twelve (12) hours where the first twelve (12) hours worked have been consecutive.

27  
28 C. When an employee works on his scheduled day(s) off he will be entitled to at least  
29 eight (8) hours of work at the applicable overtime rate.

30  
31 D. Employees who change shifts or days off due to the annual rebid, realignment or  
32 bidding on another job shall not be paid overtime as a result of such change. However,  
33 an employee shall be paid overtime when his shift, or days off are changed by the  
34 Company and the work week provisions are thereby violated.

35  
36 Example: Employees that do not have the seniority to remain on their shift during the  
37 annual rebid, realignment or who are bumped or abolished and therefore required to  
38 bid to a different shift will be paid at the overtime rate if the work week provisions are  
39 violated.

40  
41 E. After all employees within the desk have been proffered the overtime assignment and  
42 additional manpower is still required, qualified personnel from another desk may be  
43 requested to work overtime.

## ARTICLE 18 – OVERTIME

- 1 F. No employee will be expected to work overtime against his wishes.  
2
- 3 G. When an employee completes his shift and is recalled to work, not in conjunction with  
4 his regularly scheduled shift, he will be paid no less than four (4) hours at the overtime  
5 rate applicable for each call.  
6
- 7 H. When an employee is contacted outside of work for a technical support related  
8 question or problem not related to the employee's oversight, he will be paid not less  
9 than one (1) hour at his base hourly rate. This provision does not apply to general  
10 notice phone calls, offering overtime, or other administrative issues.  
11
- 12 I. Employees who have been required to work sixteen (16) consecutive hours which  
13 results in less than seven and one half (7 ½) hours rest prior to the employee's regular  
14 shift in the succeeding workday, the employee will receive straight time rates until the  
15 seven and one half (7 ½) hour rest period is achieved and will report for the remainder  
16 of his scheduled shift.  
17
- 18 J. If an employee has worked sixteen (16) consecutive hours at his home station, he  
19 must have a rest period of seven and one half (7 ½) hours. At the end of the seven  
20 and one half (7 ½) hour rest period he will again be governed by the overtime rules.  
21
- 22 K. No overtime shall be worked except by direction of the proper supervisory personnel  
23 of the Company, except in cases where prior authority cannot be obtained.  
24
- 25 L. If the Company bypasses any employee(s) in violation of this Article, excluding the  
26 application of paragraph A. above, the Company will pay the equivalent number of  
27 eligible employee(s) with the lowest hours on the Overtime List. The award will be the  
28 number of hours missed on that overtime opportunity at the applicable overtime rate.  
29 The employee(s) will be charged the appropriate hours on the Overtime List.  
30
- 31 M. Overtime work will be distributed among the employees qualified to perform the work  
32 necessitating overtime within their appropriate desk as equitably as practicable in  
33 accordance with Overtime Distribution Procedures. The Company will establish the  
34 administrative process used to sign-up, offer, and award overtime.  
35
- 36 N. Management may maintain employee qualification lists in each bid area based on  
37 training records and/or work experience. The qualification lists shall be accessible to  
38 employees and will be kept current to reflect each employee's qualifications for  
39 overtime and field trips. Qualification training will be provided by the Company through  
40 classroom or on the job training (OJT) subject to the availability of the work, by  
41 classification seniority, on the shift, within the bid area, to employees who request it.

## ARTICLE 18 – OVERTIME

1 O. When classroom training is required, the Company will advise employees who request  
2 classroom training (applicable to their bid area) of the earliest reasonable date their  
3 training is scheduled to begin.  
4

### Personnel subject to duty time

6

7 P. The parties recognize the obligations of both employees and the Company under Duty  
8 Time Federal Aviation Regulations, which requires that all maintenance personnel  
9 performing maintenance must have at least four (4), twenty-four (24) hour periods off  
10 per calendar month. The FAA requires the Company to report duty time violations and  
11 has indicated that they will pursue violations with both the employee and the  
12 Company.  
13

14 1. The Company shares the responsibility to monitor duty time limits, and the  
15 employee shares the responsibility to notify local management of possible Duty  
16 Time FAR violations upon the proffer of day off overtime. The employee will not  
17 be charged for overtime if such proffer would put him in violation of FARs.  
18

19 2. If an employee has not had the required time off during the calendar month and is  
20 in jeopardy of violating the Duty Time FARs, he may not be eligible for day off work  
21 and may be required to take additional time off. This time off may be an authorized  
22 absence without pay or vacation time (VC, or DAT, COMP) at the employee's  
23 option.  
24

25 3. No employee will be required to utilize his vacation, DAT or COMP time to comply  
26 with the Duty Time FARs without his consent.  
27

28 Q. The Company will assist an employee in monitoring his time off by posting the ATA  
29 231 Duty Time Limitation Report during the third and fourth week of each calendar  
30 month. An employee may examine this report so as to better monitor his own personal  
31 time off.  
32

### Overtime Distribution Procedure

34

#### R. General

36

37 1. The Overtime Procedures are applicable at all MCT locations. These procedures  
38 determine how the Company offers and assigns overtime. Compensation shall be  
39 paid in accordance with this Article.  
40

41 2. The Company shall maintain the record of overtime hours charged. When  
42 overtime is called, a record of calls they made, time of call, person calling and  
43 response shall be provided to the union. When overtime is awarded using the  
44 automated system, the union shall be provided access to the records and to the  
45 automated computer system to verify the compliance with these procedures.  
46 Hours charged to the Overtime List (OTL) shall be updated immediately at the



## ARTICLE 18 – OVERTIME

1 conclusion of the overtime offer.  
2

- 3 3. On the second Monday of January, every year, at 2359 hrs. local time, the  
4 Company shall reset the hours by Classification Seniority on the OTL to zero (0)  
5 for equalization purposes for all desks. In the event two (2) or more employees  
6 have the same seniority date, the OTL shall list the employee that is higher on the  
7 master seniority list first. Overtime hours worked, after 0001hrs, local time on the  
8 second Tuesday of January will be added to the new OTL.  
9

- 10 4. Employees accepting overtime shall report as directed by management.  
11

### 12 S. Overtime Lists 13

- 14 1. Each desk shall maintain a separate Overtime List (OTL). The OTL shall list  
15 employees by overtime hours charged.  
16

17 The OTL shall list employees in inverse hour order, those with the fewest hours  
18 at the top. In the event two (2) or more employees have the same number of  
19 hours, the employee higher on the master seniority list shall be listed first. Hours  
20 will be shown in whole hour increments, with fractions of 0.5 or less being  
21 rounded down, and fractions of 0.6 or more being rounded up.  
22

### 23 T. Overtime Sign-Up and Selection 24

- 25 1. Employees who want to work overtime shall make themselves available by  
26 signing up for overtime by using the electronic tool. In the event the electronic tool  
27 is offline, employees shall be proffered overtime utilizing a manual proffer from  
28 the master list for that desk and charged only if worked.  
29
- 30 2. It is understood that Full Shift/Day Off OT is the recognized standard, except for  
31 the following:  
32
- 33 a. Early Call-In (ECI) & Hold-Over (HLD) overtime shall not be combined to cover  
34 known full shift overtime opportunities unless the OTL for that desk and then  
35 those qualified from other desks who have made themselves available have  
36 been exhausted.  
37
- 38 b. Four-hour ECI/HLD may be used for on shift response due to unforeseen  
39 circumstances.  
40
- 41 3. Employees can make themselves available for overtime at any time as described  
42 below and shall appear on the OTL. When overtime is required, management  
43 shall take a time stamped snapshot of the OTL for solicitation and the person  
44 lowest in hours on the applicable OTL shall be offered first; with the list continuing  
45 to be run in lowest to highest until the overtime need is fulfilled. If additional

## ARTICLE 18 – OVERTIME

1 overtime is required, subsequent snapshots of the OTL shall be utilized.  
2

- 3 4. Once a snapshot is taken, the first offer for overtime shall be within sixty (60)  
4 minutes and that list shall be utilized until that overtime need is fulfilled. If the offer  
5 of overtime is not started within sixty (60) minutes or any additional offer(s) of  
6 overtime are made, a new snapshot must be taken, and that list shall be utilized  
7 until that overtime need is fulfilled.  
8

- 9 5. Employees can sign up for Overtime up to fourteen (14) calendar days in advance.  
10

11 a. Full shift overtime or ECI shall be awarded via the automated system to  
12 employees who have made themselves available on the OTL no more than  
13 twenty-four (24) hours and no less than twelve (12) hours in advance of the  
14 start of the overtime shift. Once awarded via the automated system the  
15 employee shall be considered to have accepted the overtime and can no  
16 longer refuse.  
17

18 b. If the proffer of full shift or ECI overtime is less than twelve (12) hours in  
19 advance of the start of the overtime shift, such proffer shall be by phone or by  
20 positive contact if the employee is on shift working at the time of the overtime  
21 proffer. When overtime is proffered, within twelve hours in advance of the start  
22 of the overtime shift, the employee can accept or decline the overtime and  
23 shall be charged for all hours proffered; except if an employee is proffered  
24 overtime with less than two (2) hours' notice and refuses the overtime, he shall  
25 not be charged overtime hours for the refusal.

- 26  
27 6. For Full Shift/Day Off Overtime shifts, an employee shall only be offered overtime  
28 once for each shift if the employee refuses.  
29

### 30 U. Offering Overtime from the OTL 31

32 1. An employee on his last regular scheduled work day, who works any post shift  
33 overtime shall not be eligible to work any additional overtime until the start of his  
34 first day off shift.  
35

36 2. When the need for overtime arises, the Company shall offer the overtime from the  
37 OTL for the desk that normally performs the work. In the event sufficient personnel  
38 are not available from the OTL from the desk to meet the overtime requirements  
39 the overtime may be called from qualified employees on another desk that have  
40 made themselves available.  
41

42 3. In the event of new work or a process where the training has begun and hasn't  
43 been completed or where a reasonable opportunity is afforded to everyone to be  
44 trained; qualifications can be utilized for overtime selection.

## ARTICLE 18 – OVERTIME

- 1 4. Once overtime is called, it shall not stop on a refusal, unless the overtime list  
2 being used has been exhausted.  
3

### 4 V. Eligibility 5

- 6 1. Employees who have been scheduled for training immediately prior to their  
7 scheduled start times are ineligible for ECI; however, they remain eligible for HLD.  
8 Employees who have been scheduled for training immediately following their  
9 scheduled stop times are ineligible for HLD; however, they remain eligible for ECI  
10 for that shift.  
11
- 12 2. Employees serving a probationary period under Article 10 are not eligible for  
13 overtime.  
14
- 15 3. Employees in a trial period are not eligible for overtime.  
16
- 17 4. Employees on a DAT, comp time, or leaves of absence, regardless of  
18 compensation for time off work, are not eligible to work overtime.  
19
- 20 5. Employees on weekly vacation are only eligible for overtime on their regularly  
21 scheduled days off.  
22
- 23 6. Employees who utilize hour at a time (HAT) vacation at the beginning of their shift  
24 shall not be eligible for ECI and employees who utilize hour at a time (HAT)  
25 vacation at the end of their shift shall not be eligible for HLD.  
26
- 27 7. Employees who are National Guard/Reservists shall not be considered  
28 eligible and shall not be charged during scheduled activity periods, or weekend  
29 drills, due to their leave of absence status.  
30

### 31 W. Charging of Hours 32

- 33 1. An employee who works/refuses overtime shall be charged on a converted basis  
34 for the number of hours proffered. (E.g. 1.5, 2.0, or 2.5 times the number of hours  
35 offered)  
36
- 37 2. In the event an employee voluntarily requests to work less than the offered  
38 overtime, he shall only be paid for the time that he actually works but will be  
39 charged for all hours proffered.  
40
- 41 3. Employees that do not make themselves available by signing up for overtime shall  
42 not be charged.  
43

## ARTICLE 18 – OVERTIME

- 1 4. In situations where the Company offers overtime by phone and an answering  
2 machine or voicemail responds a message shall be left with the overtime offer,  
3 information and call back number. An employee who does not answer shall be  
4 considered “unavailable” and not charged for a refusal; except,  
5  
6 a. If the employee returns the call, and the Company has not completed the OT  
7 offer, the employee shall be free to accept the OT and shall be charged.  
8  
9 b. If the employee returns the call, and the Company has not completed the OT  
10 offer, and the employee refuses the OT he shall be charged.  
11  
12 c. If the employee returns the call and the Company has completed the OT offer,  
13 and the opportunity for OT is no longer available, the employee shall not be  
14 charged.  
15

### 16 X. Employee Movement and the OTL

- 17  
18 1. An employee returning from any authorized leave of absence shall retain the  
19 same number of hours as when he left until such time that the OTL is zeroed.  
20  
21 2. Employees who move to a new desk shall receive the average overtime of the  
22 new desk.

## ARTICLE 19 - FIELD TRIPS/TRAVEL PAY

- 1 A. When employees engage in field trips from their home station, to provide technical  
2 assistance to AMT's, they shall be paid one and three-quarters (1.75) times their  
3 hourly base rate of pay for all hours worked, traveling, on call, or prep time in  
4 accordance with this Article.  
5
- 6 1. All hours worked, traveling, on call, or prep time in accordance with this Article, on  
7 a Holiday while on a field trip will be paid at the applicable Holiday rate.  
8
- 9 B. When air travel is required for a field trip, the Company will provide round trip space  
10 positive travel. Such travel by air will only be on U.S. carriers operating under FAR  
11 Part 121, or carriers under FAR Part 135 (or successor regulations) or foreign air  
12 carriers who are members of IATA, or on comparable air operators. (e.g., Lear Jet  
13 operators)  
14
- 15 C. No employee will be required to travel on field trips in a single engine aircraft against  
16 their wishes.  
17
- 18 D. Employees who are on field trips and who are on-call in excess of four (4) hours or if  
19 employees are at a hotel and a hotel shuttle is not available, the Company will provide  
20 a Company vehicle or other mode of transportation upon request (i.e. car for hire).  
21 The employee will be reimbursed for any expenses, by providing receipts.  
22
- 23 E. When an employee accepts a field trip away from his home station, on his scheduled  
24 day off, he shall be paid a minimum of eight (8) hours, or eight and one half (8.5) if on  
25 a 6-3 schedule or twelve (12) hours if on a twelve (12) hour day schedule of  
26 compensation at one and three-quarters (1.75) times their hourly base rate, whether  
27 traveling, on call, or working.  
28
- 29 F. If the company directs the employee(s) to take a rest period after sixteen (16) hours  
30 or more on duty, excluding prep time, it will be at a hotel (single occupancy). If the rest  
31 period is for an eight (8) hour period, he will be compensated at his base rate of pay  
32 for the rest period. If the rest period is less than eight (8) hours he will continue to be  
33 paid at the rate of one and three quarters (1.75) times their hourly base rate of pay. At  
34 the end of an eight-hour rest period, the employee will be returned to duty at the field  
35 trip rate of one and three quarters (1.75) times their hourly base rate of pay.  
36
- 37 G. If after sixteen (16) hours or more on duty, excluding prep time, the employee(s) may  
38 request a rest period, if requested it will be for eight (8) hours at a hotel (single  
39 occupancy) and the employee(s) will be paid at their base rate of pay for the eight (8)  
40 hour rest period. At the end of the eight (8) hour rest period, the employee(s) will be  
41 returned to duty at the field trip rate of one and three quarters (1.75) times their hourly  
42 base rate of pay.  
43
- 44 H. If a field trip shall continue so that its termination shall fall less than seven and one  
45 half (7 ½) hours prior to the commencement of the employee's regular shift, he will not  
46 be required to report for his next regularly scheduled shift and will be paid his base

## ARTICLE 19 - FIELD TRIPS/TRAVEL PAY

1 hourly rate for all regularly scheduled work hours.  
2

- 3 I. If the field trip is outside of the United States and its territories, the Company will either  
4 provide advance payment or arrange for the payment of all expenses for required work  
5 permits, visas, inoculations, or any associated fees required to perform the work.  
6
- 7 J. An employee who is required to use a passport in conjunction with travel for a field trip  
8 will be entitled to reimbursement for routine passport fees (once per passport renewal  
9 cycle).  
10
- 11 K. Field trip work will be distributed among the employees qualified to perform the work  
12 necessitating the field trip. (Procedure TBD)  
13
- 14 L. Field Trips may be assigned by management to any location.  
15
- 16 M. An employee involved in a field trip away from his Base station will receive an hourly  
17 per diem allowance of two dollars and thirty cents (\$2.30) per hour domestic  
18 and two dollars and eighty cents (\$2.80) per hour international, to cover all incidental  
19 expenses (excluding lodging and transportation cost) incurred during such  
20 assignments; with an increase of five cents (\$.05) per hour on January 1st of each  
21 year. The per diem allowance will commence sixty (60) minutes before the scheduled  
22 departure of the flight actually taken by the employee, or any earlier flight for which he  
23 stood by and will end thirty (30) minutes after the actual gate arrival at his home airport.  
24 The time of departure and return will be provided by the employee and included on  
25 his expense report for such assignments.  
26
- 27 N. For international field trips, where the employee's total reimbursable meal and  
28 incidental expenses (as established by Company Policy) exceed his total daily per  
29 diem allowance and upon submission of actual receipts, the employee shall be  
30 reimbursed up to an amount equivalent to the difference between his total daily per  
31 diem allowance and the amount provided for under the M&IE rates published by the  
32 State Department ([www.state.gov](http://www.state.gov)).  
33
- 34 O. Within five (5) days after returning to his home station, or at the close of each week in  
35 the event an employee is away for a period longer than one (1) week, the employee  
36 shall submit an expense report in accordance with Company regulations, and if the  
37 employee has returned to his home station, it shall be accompanied by the balance of  
38 any expense money advanced, but not accounted for on the expense report.  
39
- 40 P. Employees called from home, for field trips after completing their regular shift  
41 assignment or on a regular day off, will commence his pay two (2) hours for domestic  
42 field trips and three (3) hours for international field trips, inclusive of preparatory time,  
43 prior to the scheduled departure of the flight and will end thirty (30) minutes after the  
44 actual gate arrival at his home airport (definition of international is anywhere a  
45 passport is required). Rate of pay will be at one and three-quarters (1.75) times their  
46 hourly base rate, and in all possible cases, will be given two (2) hours or more notice

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

1 before departure time.  
2

3 Q. Employees on a regular shift assignment will be allowed time to prepare for a field  
4 trip assignment without loss of pay. Field trip rate (one and three-quarters (1.75)  
5 times hourly base rate) will commence sixty (60) minutes before the scheduled  
6 departure of the flight actually taken by the employee, or any earlier flight for which  
7 he stood by and will end thirty (30) minutes after the actual gate arrival at his home  
8 airport.  
9

10 R. No employee will be required to work alone on a field trip.  
11

12 S. The Company may dispatch the eligible on-duty employee, low on the field trip list,  
13 for field trips when such field trips involves transportation by common carrier and  
14 the scheduled departure is within two (2) hours for domestic and three (3) hours  
15 for travel outside the contiguous 48 states from the time it is determined that the  
16 field trip is necessary.  
17

18 T. The field trip list will be called for field trips when air taxi or ground transportation  
19 is used for travel outside of his home station.  
20

- 21 a. When an MCT is dispatched to provide technical assistance to AMT's for field  
22 trips and the conditions of a field trip change, (e.g., job requirements or  
23 additional work), employees who have accepted the trip and agree to the work  
24 under the changed conditions, may be utilized.

## ARTICLE 20 – TRAINING

- 1 A. Any employee who is required by the Company to attend training classes during  
2 regular working hours will be paid for time spent in attendance at the classes at his  
3 base hourly rate and the time will be deemed as time spent at his regular work for all  
4 purposes.  
5
- 6 B. An employee required to travel on any scheduled work day in conjunction with training  
7 away from his station before or after his regularly scheduled shift will be compensated  
8 at the applicable overtime rate.  
9
- 10 C. An employee required to travel on any scheduled day off in connection with training  
11 away from his residence or station, will be compensated for all travel time at the  
12 applicable overtime rate, but in no event for less than four (4) hours. Travel time in this  
13 Article will begin ninety (90) minutes before the scheduled departure of the flight  
14 actually taken by the employee, or any earlier flight for which he stood by, and will end  
15 thirty (30) minutes after the actual gate arrival at the destination. If the training is at an  
16 offsite location, reasonable time will be paid for travel to the location.  
17
- 18 1. If the employee is traveling from/to his residence, which is not his station, in no  
19 event will the travel time paid be greater than the scheduled flight time between  
20 his station and the training location. Additionally, the employee will be paid ninety  
21 (90) minutes for time prior to and thirty (30) minutes for time after the scheduled  
22 flight time, as referenced above in paragraph D.  
23
- 24 2. If the training is conducted at his station or in the city of residence, paragraph D.  
25 does not apply.  
26
- 27 D. Where a training period results in less than seven and one half (7 ½) hours rest prior  
28 to the employee's regular shift in the succeeding workday, the employee may choose  
29 to work and will be paid the applicable overtime rate or the employee may choose to  
30 receive straight time rates until the seven and one half (7 ½) hour rest period is  
31 achieved and will report for the remainder of his scheduled shift.  
32
- 33 E. Training sessions may be scheduled pre-or post-shift for a minimum of one (1) hour  
34 up to a maximum of four (4) hours at the applicable overtime rate of pay and will not  
35 include any meal period.  
36
- 37 F. An employee who consents to attend training on any scheduled day off will be  
38 compensated for the training at the applicable overtime rates in Article 18, Overtime.  
39
- 40 Training sessions will be no more than eight (8) hours in length and a minimum of  
41 eight (8) hours of pay at the applicable overtime rate on a regularly scheduled day off.  
42
- 43 G. An employee involved in training away from his station will receive an hourly per diem  
44 allowance of two dollars and thirty cents (\$2.30) per hour domestic and two dollars  
45 eighty cents (\$2.80) per hour international to cover all incidental expenses (excluding  
46 lodging and transportation cost) incurred during such assignments; with an increase



## **ARTICLE 20 - TRAINING**

1 of five cents (\$.05) per hour on January 1st of each year. The per diem allowance will  
2 commence sixty (60) minutes before the scheduled departure time of the flight actually  
3 taken by the employee, or any earlier flight for which he stood by, and will end thirty  
4 (30) minutes after the actual gate arrival at his home airport. The time of departure  
5 and return will be provided by the employee and included on his expense report for  
6 such assignments. Such employee will not be entitled to the foregoing hourly per diem  
7 during periods of time he has returned to his residence or his station inclusive of travel  
8 time during personal time off from training.  
9

- 10 H. For international training where the employee's total reimbursable meal and incidental  
11 expenses (as established by Company Policy) exceed his total daily per diem  
12 allowance, upon submission of actual receipts, the employee shall be reimbursed up  
13 to an amount equivalent to the difference between his total daily per diem allowance  
14 and the amount provided for under the M&IE rates published by the State Department  
15 ([www.state.gov](http://www.state.gov)).  
16
- 17 I. The Company will provide round trip space positive travel on Company aircraft to and  
18 from the training assignment. Upon the employee's request, the Company will also  
19 provide round trip space positive travel on Company aircraft to and from his residence  
20 or his station on his days off while on training assignments away from his station. Such  
21 employee will not be entitled to hotel or other expenses away from his station during  
22 periods of time he has returned to his residence or his station.  
23
- 24 J. When required to remain overnight to attend training in locations where transportation  
25 between the hotel and the training event is not available or meal service is not  
26 available at the hotel, the Company will authorize a rental car, taxi or other means of  
27 transportation. When a rental car is provided it will be at least a mid-sized car for every  
28 one (1) to four (4) employee(s). The employee will be reimbursed for reasonable  
29 transportation expenses by providing receipts.  
30
- 31 K. Upon application, an employee will be given an advance by the Company to cover his  
32 expenses while away from his station.  
33
- 34 L. Within five (5) days after returning to his station, or at the close of each week in the  
35 event an employee is away for a period longer than one (1) week, the employee shall  
36 submit an expense report in accordance with Company regulations, and if the  
37 employee has returned to his station, it shall be accompanied by the balance of any  
38 expense money advanced, but not accounted for on the expense report.  
39
- 40 M. When new equipment or technology is put into service by the Company, employees  
41 shall be given the opportunity to be trained, by particular classification, on the new  
42 equipment or technology whenever that equipment is maintained or repaired by the  
43 Company or the technology is utilized in the maintenance or repair of such equipment  
44 by the Company. The Company will make every effort to train sufficient numbers of  
45 employees to accomplish this. The Company may utilize those employees trained and  
46 qualified based on the needs of the service.

## **ARTICLE 20 - TRAINING**

- 1 N. When a midnight shift employee with a scheduled shift start time between 1800 and  
2 2359 is assigned training outside of his station for one (1) day or more, the Company  
3 will change his scheduled shift to either day shift or afternoon shift with weekends off  
4 until such training is completed.  
5
- 6 O. An employee selected for training under these procedures will be designated in the  
7 order of his Classification seniority, subject to his availability, to the extent of the  
8 number required, where training is deemed necessary for a regular work assignment  
9 unless otherwise agreed to by the Company and the Union. The Company may select  
10 employees for training based on the individual's needs for additional training as  
11 determined by the Company (e.g., remedial/refresher training).  
12
- 13 P. In the event a senior employee is not assigned to training because it was deemed  
14 unnecessary to his regular work assignment, or as provided in paragraph O above,  
15 his rights under the Agreement will not be affected.  
16
- 17 Q. Training normally will be scheduled to provide at least seven (7) days of notice to the  
18 employees affected, except in the event of training required to meet unanticipated  
19 conditions such as airworthiness directives, fleet campaign directives, or vendor  
20 instructions. This provision will not require the notice to employees exercising seniority  
21 under Article of this Agreement.  
22
- 23 R. To the extent that work requirements permit, training will be accomplished during the  
24 employee's regular working hours.  
25
- 26 S. Computer based training will be scheduled and is expected to be completed on  
27 Company computers during working hours.  
28
- 29 T. Each specialized or manufacturer's training which is for more than five (5) work days  
30 may require a stability period of up to one hundred twenty (120) days. Stability periods  
31 will begin the day the employee completes specialized or manufacturer's training.  
32 Recurrent or familiarization training will not be considered specialized training.  
33
- 34 U. Employees in a one hundred twenty (120) day stability period may bid positions and  
35 will be awarded based on Article 9 of this Agreement. In the event an employee is  
36 awarded a position during the stability period the Company may withhold that transfer  
37 until the completion of his stability period.  
38
- 39 V. Subject Matter Expert (SME) Program:  
40
- 41 1. The MCT with the most Classification seniority who volunteers for the position will  
42 assume the role of the SME on each desk/work unit.  
43
  - 44 2. SMEs will provide guidance to his specific desk/work unit, as well as to other MCTs  
45 from other desk/work units.  
46

## **ARTICLE 20 - TRAINING**

- 1 3. The MCT accepting the SME position will work his regularly bid work schedule  
2 when not acting in the capacity of a SME. The SME will support his home desk and  
3 work his normally bid shift, however, the SME coordinator and SME may mutually  
4 agree to adjust the shift start time up to two hours in order to capture training for  
5 the opposite shift. The SME would end his shift the equivalent period of time earlier  
6 or later, so that he remains working his standard shift period.  
7
- 8 4. The SME may be asked to cover a training event on a shift during his regularly  
9 scheduled day off. In this case, the SME has the option to teach the class and then  
10 complete a full day at the desk, or to depart after the training event, or to refuse to  
11 work the day off training event. Appropriate overtime rates apply, and he will be  
12 charged the hours on his home desk overtime list.  
13
- 14 5. In no event, will a SME work more than seventeen (17) consecutive hours, whether  
15 while providing training or working the desk in conjunction with providing training.  
16
- 17 6. In the event that a SME is scheduled to provide training, and a desk field trip is  
18 proffered to the desk, he remains eligible.  
19
- 20 7. In the event that a SME will not be available to provide training for a scheduled  
21 class due to absence (FT, SK, LOA, ML, etc.), the following will apply to cover the  
22 event: If there are regularly scheduled available SME's to cover the assignment,  
23 the SME coordinator will work out coverage through the remaining SME's; If  
24 overtime is required to fulfill the obligation, then the SME with both the knowledge  
25 necessary and the lowest overtime hours of all SME's will be proffered the  
26 assignment.  
27
- 28 8. The SME may be called upon to help with instruction for other desks, as needed.  
29
- 30 9. The SME will go through a review with a SME coordinator (member of  
31 management) after six (6) months/ ten (10) classes. The review is designed to  
32 evaluate the SME and provide guidance. The SME can step down at any time,  
33 however, the normal service period for a SME is one year.

**ARTICLE 21 – ISSUANCE OF SIDA BADGE**

1 A. Renewing SIDA Badge  
2

- 3 1. Employees who renew a SIDA badge at a station shall be permitted to complete  
4 the renewal process during their regularly scheduled shift if the SIDA office is open  
5 during those shift hours. If an employee’s regularly scheduled shift is other than  
6 when the SIDA office is open, the employee shall be paid at straight time for the  
7 time required to process the application during their off-duty hours.  
8

9 If the renewal of an employee’s SIDA badge is delayed and the SIDA badge  
10 expires, the employee shall be placed on a personal leave of absence with  
11 reinstatement rights for SIDA access for up to ninety (90) days, unless extended  
12 by the Company on the basis of extenuating circumstances.  
13

14  
15 B. Obtaining a New SIDA Badge  
16

- 17 1. Upon notification of transfer or bid award, the Company will provide the employee  
18 with a phone number, email address, and the name of the employee’s point-of-  
19 contact at their new station. The employee will then contact the new station’s point-  
20 of-contact within three (3) business days for instructions/paperwork necessary to  
21 get the new SIDA badge. The employee must immediately notify his existing  
22 manager that he contacted his new station point-of-contact.  
23

- 24 2. The Company will provide necessary paperwork and/or arrange positive space  
25 transportation to the new station within seven (7) business days of the employee  
26 making contact with the new station. Should the Company fail to provide necessary  
27 paperwork and/or arrange positive space transportation within seven (7) business  
28 days of the employee making contact with the new station and notifying his existing  
29 manager, the employee will be paid at time and one half (1½) for all normal straight  
30 time hours worked until the above requirements are met.  
31

- 32 3. When an employee is required to obtain his SIDA badge, he will be afforded time  
33 during his regularly scheduled shift. If an employee is required to obtain his SIDA  
34 badge outside of his regularly scheduled shift, he will be compensated at straight  
35 time rates. Employees required to travel to obtain their SIDA badge will be  
36 compensated for the minimum hours they were scheduled for that day at straight  
37 time rates. If the travel time exceeds the employee’s regularly scheduled hours or  
38 travel is on his scheduled day off, he will be compensated at straight time rates.  
39

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

**ARTICLE 21 – ISSUANCE OF SIDA BADGE**

- 1       5. Following completion of the fingerprinting and SIDA application at his new station,  
2       the employee must present verification to his supervisor at his current station that  
3       the procedure is complete and he will transfer to the new location in accordance  
4       with Article 9.
- 5
- 6       6. No employee will incur any cost associated with the initial issue or timely renewal  
7       of Company or associated Airport/Base required ID badges.
- 8
- 9       7. An employee who cannot obtain a SIDA badge at his new station, but can maintain  
10       his SIDA badge at his current station, will be allowed to remain in his existing  
11       classification and pay status in his bid position at his current station. If an  
12       employee cannot maintain his SIDA badge at his current station, the employee  
13       shall be placed on a personal leave of absence with reinstatement rights for SIDA  
14       access for up to ninety (90) days, unless extended by the Company on the basis  
15       of extenuating circumstances.
- 16
- 17       8. Other expenses incidental to the transfer will be borne by the employee.

**ARTICLE 21.1 - BACKGROUND CHECK LOA**

1 RE: BACKGROUND CHECK

2

3 Revised March 26, 2020

4

5 Tim Klima

6 Airline Coordinator

7 Transportation Department IAMAW

8

9 Mike Mayes

10 Air Division Director

11 Transport Workers Union of America

12

13 The Union has recently raised the question regarding the Company position should a  
14 criminal history records check, as required under the TSA fingerprinting regulations,  
15 disclose information regarding criminal activity that is not a disqualifying offense within  
16 the meaning of the regulations, *i.e.*, is not on the list of disqualifying offenses included in  
17 the regulations or did not occur within the last ten (10) years.

18

19 The answer is that no information obtained in connection with the CHRC will be used for  
20 any purpose not permitted under the regulations. We believe that the regulations as  
21 presently written do not provide for the use of any information regarding non-disqualifying  
22 offenses and/or any offenses that occurred more than ten (10) years before the date of  
23 the individual's application for unescorted SIDA access.

24

25 Sincerely,

26

27 /s/James B. Weel

28 Managing Director – Labor Relations

29 American Airlines, Inc.

## ARTICLE 22 – HOLIDAYS

- 1 A. Employees will observe the following holidays each year and the holiday pay will be  
2 equal to the number of regularly scheduled hours: New Year's Day, Martin Luther  
3 King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans  
4 Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The actual  
5 day on which the holiday falls will be observed as the holiday.  
6
- 7 1. If a holiday falls on an employee's day off, that employee will be paid in accordance  
8 with paragraph C.  
9
  - 10 2. The Company shall give at least seven (7) days' notice of any reduction in the  
11 required complement on any of the foregoing holidays.  
12
  - 13 3. When a full scheduled crew is not required to work on a holiday, employees will be  
14 offered the holiday off on the basis of Classification seniority, by shift, in the bid  
15 area at that location until the reduced complement is achieved. Once the reduced  
16 complement is achieved and the Company finds it necessary to increase the  
17 complement, those employees in the bid area who were not afforded an  
18 opportunity to work by reason of such reduction will be asked to work first in order  
19 of Classification seniority, shift and department prior to utilizing the overtime list.  
20
  - 21 4. For pay purposes the twenty-four (24) hour holiday period shall begin with the  
22 starting time of the employee's regularly assigned shift.  
23
  - 24 5. For employees who regularly work an eight (8) hour schedule, in addition to the  
25 eight (8) hours straight time pay for the holiday, employees who are scheduled to  
26 work on a holiday shall be paid at the rate of one- and one-half times (1.5) for the  
27 first eight (8) paid hours worked.  
28
  - 29 6. For employees who regularly work a ten (10) hour schedule, in addition to the ten  
30 (10) hours straight time pay for the holiday, employees who are scheduled to work  
31 on a holiday shall be paid at the rate of one- and one-half times (1.5) for the first  
32 ten (10) paid hours worked.  
33
  - 34 7. For employees who regularly work a twelve (12) hour schedule, in addition to the  
35 twelve (12) hours straight time pay for the holiday, employees who are scheduled  
36 to work on a holiday shall be paid at the rate of one- and one-half times (1.5) for  
37 the first twelve (12) paid hours worked.  
38
  - 39 8. Employees who work more than their scheduled hours (overtime) on a Holiday,  
40 will be paid at the applicable overtime rate as described in Article (18) plus straight  
41 time Holiday pay for all additional hours worked; excluding employees working shift  
42 swaps who will be paid the rate of one and one half (1 ½) times the regular rate of  
43 pay on the Holiday swap.  
44
  - 45 9. In order to be paid for holidays that fall during the month, employees must be in an  
46 active pay status (all hours paid) for eighty (80) hours in the month. For purposes

**ARTICLE 22 – HOLIDAYS**

1           of this paragraph, time spent on unpaid FMLA, Military, and Occupational Injury  
2           Leaves shall count towards the eighty (80) hour requirement.

- 3
- 4   B. An employee who is required to work (scheduled to work) may, at his option and upon  
5   notification to his supervisor, elect to work the Holiday at the one and one half (1.5)  
6   times rate for his regularly scheduled shift hours and receive one (1) compensatory  
7   day at his regular straight time rate deposited into their Compensatory bank.  
8
- 9   C. Employees not scheduled to work or scheduled to work but not required to work on  
10   the above mentioned holidays, will be compensated for the day equal to the number  
11   of regularly scheduled hours at their regular straight time rate, or may at their option,  
12   receive one (1) compensatory day at their regular straight time rate deposited into  
13   their compensatory bank.  
14
- 15   D. If an employee works overtime on a Holiday that falls on his regular scheduled day  
16   off, he will be paid at the applicable overtime rate as described in Article eighteen  
17   (18) plus straight time Holiday Pay for all hours worked on such Holiday.  
18
- 19   E. Any employee wishing to use compensatory day(s) must provide the Company with  
20   no less than seven (7) and no more than fourteen (14) days written notice. The  
21   granting of compensatory day(s) will be made no more than seven (7) days nor no  
22   less than five (5) days before the day requested off. The Company will grant the  
23   compensatory day(s) off requests up to the vacation ratio. When more than one  
24   employee seeks compensatory day(s), Company Seniority will govern. Once granted,  
25   senior employees will not be permitted to take compensatory day(s) already awarded  
26   to a junior employee. If an employee gives less than the required seven (7) day notice  
27   the Company will make every effort to grant the compensatory day(s) off requests up  
28   to the vacation ratio. If the employee makes a request, which exceeds the ratio, the  
29   Company may, at its sole option, grant the compensatory day request.  
30
- 31   F. Compensatory days may be taken in half (1/2) day increments.  
32
- 33   G. The maximum number of compensatory time to be accrued will be seventeen and  
34   one half (17.5) days Thereafter, no further accrual will be allowed and the employee  
35   will be paid at the applicable rate of pay for the holiday. When the compensatory day  
36   is granted, the employee will be paid the regularly scheduled hours for that day or  
37   half the hours if granted a half day compensatory day.  
38
- 39   H. The priority for the granting of compensatory time off will be as follows: Day-at-a-  
40   Time (DAT) vacation then compensatory day off.  
41
- 42   I. Any unused accrued compensatory time will be paid at the employee's then current  
43   rate of pay, upon separation from the Company for any reason. In case of the death  
44   of an employee, the amount due shall be paid to his legal heir or representative.



**ARTICLE 23 – VACATIONS**

- 1 A. All employees covered by this Agreement who have been with the Company for one  
 2 (1) year or more as of January 1, will be entitled to an annual vacation of two (2)  
 3 weeks minimum with pay.  
 4
- 5 B. Employees must be in an active pay status (All hours paid) for eighty (80) hours in a  
 6 month to accrue vacation for the month. For purposes of this paragraph, time spent  
 7 on unpaid FMLA, Military, and Occupational Injury leaves shall count towards the  
 8 eighty (80) hour requirement. Employees receiving Severance Allowance do not  
 9 accrue vacation.  
 10
- 11 C. Employees on a Leave of Absence will accrue vacation in accordance with Article  
 12 25 Leaves of Absence matrix.  
 13
- 14 D. Vacation compensation will be based on the classification the employee occupies  
 15 during his vacation period. Employees who have been with the Company less than  
 16 twelve (12) months as of January 1, will be entitled to vacation in accordance with  
 17 the following schedule:  
 18

<u>Complete Months of Service as of January</u>	<u>Hours Vacation</u>
19 1 Month	8 Hours
20 2 Months	8 Hours
21 3 Months	8 Hours
22 4 Months	16 Hours
23 5 Months	16 Hours
24 6 Months	16 Hours
25 7 Months	24 Hours
26 8 Months	24 Hours
27 9 Months	32 Hours
28 10 Months	32 Hours
29 11 Months	40 Hours
30 12 Months	80 Hours

- 31  
32  
33  
34 E. Vacation allowances are as follows:  
35

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

Completed Years of Service	Monthly Future Vacation Days	Max Yearly Future Vacation Days	Monthly Future Vacation Hours	Max Yearly Future Vacation 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

**ARTICLE 23 – VACATIONS**

Vacation accrual in ear 2022 for use in 2023 all years thereafter

Completed Years of Service	Monthly Future Vacation Days	Max Yearly Future Vacation Days	Monthly Future Vacation Hours	Max Yearly Future Vacation 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 work unit in which they are employed in accordance with their length of service with the Company. Employees will select vacation in periods in each round of not less than one week and must be made in between normal days off, excluding DAT. An employee may select two (2) or more consecutive weeks and that selection will be considered as a single round selection. Once the initial list has been finalized, an employee may be permitted to take consecutive days of vacation over the period of two (2) different workweeks.

1. For employees working a twelve (12) hour day schedule, if remaining vacation days do not total a full week after his round(s), the remaining day(s) may be bid as singular or consecutive in the next round(s).

H. The Company will submit to the Union at each work unit by October 15th the schedule for the succeeding year, and all vacation bid selections will be completed not later than November 15th. 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), and will be designated prior to each employees first vacation round selection. The vacation awards will be posted on Company bulletin boards or by electronic means by December 1<sup>st</sup>, whenever possible.

I. The number of available vacation week selection periods will total no less than one-third (1/3) of the number of employees on each shift in a work unit and will have no less than one week available for selection, if working eight (8) or eight and one-half (8.5) hour a day schedules.

J. The number of available vacation week selection periods will total no less than one-third (1/3) of the number of employees on each shift and day off grouping (block) in a work unit and will have no less than one week available for selection, if working twelve (12) hour a day schedules.

## ARTICLE 23 – VACATIONS

- 1 K. Additional weeks of vacation periods may be identified by management and  
2 available for selection prior to the first round of the vacation selection process.  
3
- 4 L. Employees will be given a date and time window in which they will bid their vacation  
5 selection. Any employee who will be on vacation, days off, or otherwise unavailable  
6 when his opportunity to select vacation dates arises, will be called or may call in the  
7 designated time window, to make his selection. Employees may submit his vacation  
8 bid, in writing, to the appropriate supervisor in advance. If an employee fails to answer  
9 or call in his designated time window or submit a written bid, he will be bypassed and  
10 must make a selection from the dates available when he returns or submits his  
11 selection.  
12
- 13 M. An employee who fails to make a vacation selection by the end of the selection period  
14 will be assigned a vacation period from those open vacation period remaining on the  
15 selection list.  
16
- 17 N. An employee may split vacation in periods of not less than one week consistent with  
18 vacation scheduling. This selection must be made in between normal days off. Once  
19 the initial list has been finalized, an employee may be permitted to take five (5)  
20 consecutive days of vacation over the period of two (2) different workweeks, provided  
21 a written request is submitted thirty (30) days prior to the vacation period and the  
22 vacation complement is maintained in both weeks.  
23
- 24 O. An employee's scheduled days off immediately following his vacation will be the same  
25 as his scheduled days off immediately preceding his vacation. (Employees on an eight  
26 (8) hour schedule.)  
27
- 28 P. Any employee wishing to use DAT vacation day(s) must provide the Company with no  
29 less than seven (7) and no more than fourteen (14) days written notice. The granting  
30 of DAT vacation will be made no more than seven (7) days nor no less than five (5)  
31 days before the day requested off. The Company will grant the DAT vacation day(s)  
32 and compensatory day off requests up to the vacation complement, as described in  
33 this Article. When more than one employee seeks DAT vacation, length of service with  
34 the Company will govern. Once granted, senior employees will not be permitted to  
35 take DAT vacation day(s) already awarded to a junior employee. If an employee gives  
36 less than the required seven (7) day notice the Company will make every effort to  
37 grant the DAT vacation day(s) off requests up to the vacation complement. If the  
38 employee makes a request, which exceeds the complement, the Company may, at its  
39 sole option, grant the DAT vacation day request. (Also see Article 15, DAT Swap)  
40
- 41 1. DAT days may be taken in half (1/2) day increments or (1) hour increments  
42 (HAT).  
43
- 44 2. Compensatory days may be taken in half (1/2) day increments based on the  
45 needs of service as determined by the Company.  
46

## ARTICLE 23 – VACATIONS

- 1           3. An employee will not be granted DAT vacation on a holiday, regular day off  
2           (RDO), or during a bid vacation period.  
3
- 4           4. Any DAT vacation which has not been used by the end of the calendar year will  
5           be paid to the employee no later than the fourth (4th) pay period of the following  
6           year.  
7
- 8           5. Priority for granting DAT vacation time-off will be as follows: DAT then  
9           compensatory day.  
10
- 11        Q. Vacation accrued through the last day of work will be paid to any employee leaving  
12        the service of the Company because of retirement, reduction in force, resignation, or  
13        discharge. In the case of the death of the employee, the amount due shall be paid to  
14        his legal heir or representative.  
15
- 16        R. Any employee on active military leave in lieu of pay, may bank accrued vacation for  
17        up to a maximum of one (1) year's accrual. Employees who elect to bank vacation  
18        under these provisions must take the banked vacation in the year of their return  
19        where practicable. Where not practicable banked vacation must be taken in the year  
20        following their return to work. Block vacation not used will be paid to the employee  
21        no later than the fourth (4th) pay period of the following year.  
22
- 23        S. In case of the death of an employee, the amount due shall be paid to his legal heir or  
24        representative.  
25
- 26        T. Regularly scheduled days off or recognized holidays at the beginning or end of a  
27        vacation period will not be considered as part of the vacation period, but if recognized  
28        holidays fall within an employee's vacation period, the employee will exercise one of  
29        the following options and will indicate which option prior to starting the vacation:  
30
- 31           1. Receive holiday pay for holiday(s) and extend vacation by applicable number  
32           of day(s), or  
33
- 34           2. Receive no holiday pay for holiday(s), extend vacation by applicable number of  
35           day(s) and bank applicable number of compensatory day(s), or  
36
- 37           3. Receive vacation pay on holiday(s), do not extend vacation and bank  
38           applicable number of compensatory day(s).  
39
- 40           4. Extensions will occur on the first regularly scheduled work day(s) following the  
41           vacation period unless local management approves granting the extension on  
42           the last regularly scheduled work day(s) before the vacation period.  
43
- 44           5. Extensions of vacation resulting from this provision will not be counted toward  
45           the allowable number of employees off, as described in this Article.  
46

## ARTICLE 23 – VACATIONS

- 1 U. Requests for vacation leave will be granted, so far as possible, on the basis of length  
2 of service with the Company at the shop, or location, station, or department. However,  
3 senior employees will not be permitted to take vacation leave already awarded to a  
4 junior employee.  
5
- 6 V. Employees shall be given vacation pay prior to taking vacation if requested, provided  
7 the employee makes application in writing to his immediate supervisor at least two (2)  
8 weeks prior to starting vacation.  
9
- 10 W. In the event an employee voluntarily transfers to another work unit, the employee's  
11 vacation selection in the previous work unit will not apply unless the specific week the  
12 employee is carrying over is vacant at the new work unit or the employee's previous  
13 vacation period can be reasonably accommodated in the new work unit as determined  
14 by management.  
15
- 16 X. In the event an employee is involuntarily reassigned to another work unit, his vacation  
17 weeks will be carried over to the new work unit and will be honored.  
18
- 19 Y. The Company will make every effort, consistent with the needs of the service, to allow  
20 employees required to move to a different shop, station, or department as a result of  
21 a reduction in force, to take the vacation period they had in their previous bid area.  
22
- 23 Z. The Company will make every effort to allow employees moving to a different shift  
24 within their bid area to take their previously bid vacation period to their new shift.  
25
- 26 AA. Bid vacation periods may not be cancelled unless another vacation period can be  
27 simultaneously awarded. Employees who continue to be out on medical and/or OJI  
28 Leaves who have accrued unused vacation may be placed on vacation by the  
29 Company so that their vacation will be exhausted just prior to the years end or be  
30 paid out, at the employee's option, no later than the fourth (4th) pay period of the  
31 following year.  
32
- 33 BB. Any employee on vacation will not have his job bid and will remain status quo on  
34 the overtime list.  
35
- 36 CC. Vacation week vacancies that become available, after the normal bidding cycle is  
37 complete, as a result of bid awards, exercise of seniority, leave of absence, or  
38 selection change shall be posted within the work unit on the Wednesday immediately  
39 following such change for a period of seven (7) calendar days. An employee entering  
40 a work unit, who has not yet moved, may bid and be awarded available vacation week  
41 vacancies provided the available vacation week(s) begins on or after the report date  
42 of the new assignment. At the close of such period the bid will be awarded to the  
43 successful senior bidder. It is further understood that should the vacation complement  
44 be exceeded for any reason, the vacation period will not be posted or considered  
45 open.  
46

**ARTICLE 23 – VACATIONS**

1 DD. The last week in a year shall be treated as follows for vacation scheduling. If the  
2 week (Sunday through Saturday) has a majority of days within the current year, the  
3 entire week will be added to the current year for vacation selection. If the week has a  
4 majority of dates during the following year, the entire week will be available for  
5 vacation selection during the following year.  
6

## ARTICLE 24 – SICK LEAVE

- 1 A. Employees on the system seniority list as of the March 26, 2020 shall accrue eight  
2 (8) hours of sick leave credit for each month (excluding the months of June and  
3 October) of service up to a maximum of two thousand (2000) hours. Any MCT  
4 hired on or after the effective March 26, 2020 the Company shall accrue eight (8)  
5 hours of sick leave credit for each month (excluding the months of June and  
6 October) up to a maximum of sixteen hundred (1600) hours. Employees must be  
7 in an active pay status (All hours paid) for eighty (80) hours in a month to accrue  
8 sick leave for the month. For purposes of this paragraph, time spent on Military,  
9 Occupational Injury leaves, or unpaid FMLA leaves shall count towards the eighty  
10 (80) hour requirement. Employees receiving Severance Allowance do not accrue  
11 sick leave.  
12
- 13 B. Employees shall be paid at 100% beginning with and including the first (1st) day  
14 of any illness provided they have sick leave remaining in the bank.  
15
- 16 C. During an illness, the number of hours paid will be charged against the  
17 accumulated hours and eight (8) hours credit for each succeeding month  
18 (excluding the months of June and October), of service shall again be credited to  
19 the employee until the total credit again reaches sixteen hundred (1600) hours or  
20 two thousand (2000) hours for those employees on the system seniority list as of  
21 March 26, 2020 of this Agreement. Sick leave usage within a pay period will be  
22 reflected on the employee's pay stub.  
23
- 24 D. The Company will provide a sick leave balance on employee pay stubs. The  
25 seniority roster will also show accumulated sick leave credits.  
26
- 27 E. An employee unable to report for duty will, unless prevented by reasons beyond  
28 his control, notify his immediate supervisor or other central point set up for  
29 reporting purposes by the Company as far in advance of the scheduled starting  
30 time of his shift as possible.  
31
- 32 F. The employees and the Union recognize their obligation of being truthful and  
33 honest in preventing unnecessary absences or other abuses of sick leave  
34 privileges. Employees may be required to present confirmation of illness and the  
35 Company reserves the right to require, when in doubt of a bona fide claim a  
36 physician's certificate to confirm such sick claim. Employees who abuse sick leave  
37 privileges may be subject to disciplinary action by the Company.  
38
- 39 G. Except as specified in J (2) of this Article, only hours absent due to illness or injury  
40 of the employee which are not compensable under the applicable Worker's  
41 Compensation Laws will be paid for from his allowed sick leave. Payment will be  
42 based on the employee's regular hourly rate.

43

**ARTICLE 24 – SICK LEAVE**

- 1
- 2 H. The intended purpose of the sick leave benefit is to protect the earnings of the
- 3 employee during necessary absence from work due to illness or injury, and to aid
- 4 the employee in meeting bills when sickness or injury have temporarily taken away
- 5 his ability to work.
- 6
- 7 I. Employees are not eligible for sick pay on a designated holiday. Holiday as used
- 8 in this Article is defined as the twenty-four (24) hour period beginning with the
- 9 employees' regular scheduled shift.
- 10
- 11 J. During an employee's absence due to an occupational illness or injury
- 12 compensable under the applicable Workers' Compensation Law, he will receive
- 13 from the Company the following benefits:
- 14
  - 15 a. For the first twenty (20) workdays absent, the difference between his
  - 16 regular hourly rate of pay and Workers' Compensation payments, if any.
  - 17
  - 18 b. At the conclusion of the period referred to in (1) above, an employee
  - 19 drawing Workers' Compensation may, at his option, draw upon his
  - 20 accrued sick leave up to the extent of his accrual at the rate of up to
  - 21 one-half regular pay. Provided, however, the sum of such Workers'
  - 22 Compensation weekly payments plus such sick pay benefits will not
  - 23 exceed the employee's regular base weekly pay. Corresponding
  - 24 deductions will be made from his available sick leave accrual. Deductions
  - 25 will be to the nearest 0.1 of an hour up to a maximum of one-half day of
  - 26 sick leave.
  - 27
  - 28 c. These benefits will be in lieu of any other payment provided for in this
  - 29 Article for all absences due to the same illness or injury.
  - 30
- 31 K. Upon separation from the Company, an employee will be paid ten-dollars and
- 32 eighty cents (\$10.80) for each hour of accrued sick leave in his sick bank.
- 33
- 34 L. To the fullest extent permitted by law, this Agreement shall operate to waive the
- 35 provisions of any sick leave laws that are inconsistent with the terms of this
- 36 Agreement, and shall supersede and be considered to have fulfilled all
- 37 requirements of such laws. To the extent applicable law is inconsistent with the
- 38 terms of this Agreement, and such law is not waivable, an employee shall be
- 39 entitled to the more generous sick leave protections provided by applicable law or
- 40 this Agreement.



## ARTICLE 25 – LEAVES OF ABSENCE

- 1 A. All requests for leaves of absence, or extensions, shall be submitted to the Company,  
2 in writing on the proper form. The Company will provide a monthly report to the Local  
3 Committee/TWU Local President listing the employees covered by this Agreement  
4 who are on a leave of absence  
5
- 6 B. Personal Leave of Absence: When the requirements of the operation will permit, an  
7 employee may be granted an unpaid Personal Leave of Absence, referred to as  
8 "PLOA," for any period of up to one (1) year. A request for PLOA must be submitted  
9 to the Company in writing in accordance with paragraph (A) above. The request will  
10 state the reason for the leave and the duration of the leave. An approved PLOA will  
11 be granted in writing and will specify the expiration date of the leave. When a PLOA  
12 is granted, the employee will retain and continue to accrue seniority during the entire  
13 period of the leave.  
14
- 15 1. If the initial leave is requested for less than one (1) year and the requirements of  
16 the operation will permit, a PLOA may be extended for additional periods such that  
17 the total leave does not exceed one (1) year. A request for an extension of a PLOA  
18 must be submitted and approved prior to the expiration date of the current leave.  
19
- 20 2. An employee on a PLOA may submit a request to terminate his leave prior to the  
21 expiration date of the leave. The request must be in writing and the Company's  
22 response to the request will be in writing.  
23
- 24 3. Based on the requirements of the operation, the Company may cancel any PLOA  
25 at any time prior to the expiration date of the leave. In the event the Company  
26 elects to cancel a PLOA, the affected employee will be notified in writing not less  
27 than fourteen (14) days prior to the effective date of the cancellation.  
28
- 29 C. Adoption/Maternity/Paternity Leave: Upon request and when accompanied by the  
30 required documentation substantiating the need for such leave, an employee will be  
31 granted an unpaid adoption/maternity/paternity leave of absence of up to eight (8)  
32 weeks, and for any additional period that may be required by applicable law. For  
33 maternity leave, the employee must exhaust all sick time before going unpaid.  
34
- 35 1. Adoption leave will commence on the date the employee takes custody of the child  
36 or the date the child is placed in the employee's home. Maternity/paternity leave  
37 will commence on the day the infant is born.  
38
- 39 2. The Company may require adoption/maternity/paternity leave to run concurrently  
40 with FMLA leave (if such leave otherwise qualifies as FMLA leave). If the  
41 employee has exhausted or exhausts FMLA Leave prior to or during this eight (8)  
42 week period, the Company will grant adoption/maternity/paternity leave of up to,  
43 but no more than, eight (8) total weeks from the birth or adoption of the child unless  
44 an additional period is required by applicable law.  
45

## ARTICLE 25 – LEAVES OF ABSENCE

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

- 7  
8 1. When approved FMLA leave is taken for any other reason provided for under  
9 FMLA, the employee may at his option use accrued vacation or other paid time off  
10 prior to going unpaid but cannot use sick time unless required by state law. An  
11 employee granted a leave of absence under the provisions of FMLA, referred to  
12 as a Family Leave of Absence or "FMLA," will retain and continue to accrue  
13 seniority during the leave.

14  
15 E. Union Leave: Employees accepting full time employment with the Union (TWU Local  
16 Officers, District Lodge Representatives, IAM/TWU International Representatives)  
17 shall, during such employment, be granted an indefinite leave of absence by the  
18 Company. Such leave will not affect the seniority status of the employee and all  
19 employee benefits shall continue in effect during his leave of absence.

- 20  
21 1. TWU Local Presidents will have their base hourly rate paid by the Company while  
22 in office based on a forty (40) hour work week, as if active,

- 23  
24 2. For any other employee(s), who are required for bona fide Union business, leaves  
25 of absence of thirty (30) days or more will be granted if a written request is  
26 submitted to the employee's supervisor at least thirty (30) days (or less if mutually  
27 agreed to) in advance to accommodate the request. This advance notice  
28 requirement will also apply to any request for an employee to attend a Union  
29 Convention. When the employee is on Union business there will be no interruption  
30 to the employee's pay and benefits, but the Company will bill the Union as  
31 applicable, for the employee's salary plus an eight percent (8%) override for tax  
32 and benefit related expenses. Failure of the responsible party to pay the billing will  
33 result in the termination of the union leave for the affected employee.

- 34  
35 3. For any other employee(s), who are required for bona fide Union business, of less  
36 than thirty (30) days will be granted reasonable time off if a written request is  
37 submitted to the employee's supervisor in advance to accommodate the request.  
38 When the employee is on Union business there will be no interruption to the  
39 employee's pay and benefits, but the Company will bill the Union as applicable, for  
40 the employee's salary plus an eight percent (8%) override for tax and benefit  
41 related expenses. Failure of the responsible party to pay the billing will result in the  
42 termination of the Union leave for the affected employee.

43  
44 F. Medical Leave of Absence: Any employee who has exhausted all sick leave, and  
45 continues to be absent due to sickness or non-occupational injury in excess of  
46 fourteen (14) days, will be placed on unpaid medical leave of absence using the

## ARTICLE 25 – LEAVES OF ABSENCE

1 standard leave of absence form, and must present proper medical documentation  
2 detailing reason(s), physical limitations, time limits, etc. When an employee is placed  
3 on an unpaid medical leave of absence due to sickness or injury, the Company will  
4 send the employee, via certified U.S. Mail to the employee's last known address and  
5 return receipt or equivalent carrier, unless the employee mutually agrees to electronic  
6 communication, a personal information package within ten (10) days from the start of  
7 the unpaid leave including a letter advising of his unpaid leave status, benefit  
8 information, and notice of the requirement for medical substantiation.

9  
10 1. An employee granted an indefinite medical leave, which does not detail time limits,  
11 shall at the end of the first one hundred eighty (180) day period reconfirm his  
12 sickness or physical disability. If the sickness or disability continues, the employee  
13 may be required to reconfirm his medical condition, at the end of each one hundred  
14 eighty (180) day period.

15  
16 2. Employees, who exhaust sick leave, due to sickness or occupational injury and  
17 are placed on an unpaid medical leave of absence, will remain eligible for group  
18 health benefits for twelve (12) months at the active Company subsidized rates  
19 provided he pays his share of the cost as if active. At the end of the twelve (12)  
20 months the employee can continue coverage if he pays the full cost up to the length  
21 of the leave.

22  
23 3. Employees not returning from Medical leave due to sickness or occupational injury  
24 within five (5) years will be deemed to have resigned from their position. This,  
25 however, shall not be automatic. Instead, the Company, upon request from the  
26 employee prior to the expiration of the five-year (5) term, shall consider whether  
27 an additional period of leave of a specific duration may be reasonable. The  
28 Company will provide one hundred eighty (180) calendar days written notification  
29 prior to the expiration date of the five (5) year period. The notification will be made  
30 via certified U.S. Mail return receipt or equivalent carrier to the employee's last  
31 known address.

32  
33 G. Employees on sick leave, personal leave, authorized Union business leave, medical  
34 leave of absence, or occupational injury leave for more than ninety (90) work days will  
35 return to work in accordance with the provisions of this Article.

36  
37 1. An employee returning from an authorized leave of absence, or extension thereof,  
38 will be returned to the Bid Work Area and Shift held when the leave was granted.  
39 If the job no longer exists, or has been filled by a more senior employee, he shall  
40 exercise his seniority within his bid area by bumping the junior employee in the bid  
41 area. In the event that a returning employee causes another employee to be  
42 bumped, the junior employee on the overage shift will be required to bump the  
43 junior employee in the bid area.

44  
45 H. Military Leave: Employees will receive a maximum of eighty (80) hours free from  
46 duty each calendar year for annual reserve or guard duty. Such leave will not count

**ARTICLE 25 – LEAVES OF ABSENCE**

1 against the employee’s vacation. The Company will pay the employee the difference  
2 between his regular pay and the amount received from the military. Employees will be  
3 required to provide the Company with a copy of their military orders and will be  
4 required to submit to the Company proof of the amount of pay received from the  
5 military within fourteen (14) days after the employee returns. This amount (excluding  
6 expenses) will be deducted from the employee’s next paycheck. While an employee  
7 is active in the reserve or guard, he will have his days off adjusted, if requested seven  
8 (7) days in advance, to attend weekend drill duty.  
9

- 10 I. Political Leave: Any employee elected or appointed to a full-time governmental office  
11 (i.e., Federal, State, Local) will be granted a political leave of absence not to exceed  
12 the term of office, or subsequent reelection or reappointment. The application for a  
13 political leave must be made in writing to the Company, with a copy to the Union. An  
14 employee granted a political leave will retain and accrue classification seniority for the  
15 period of the leave, however, no other Company benefits or privileges will be granted  
16 or accrued, nor will time on political leave constitute continuous service for pension  
17 plan benefits. Employees granted a political leave must give thirty (30) days notice of  
18 intent to return.  
19
- 20 J. Jury Duty: An employee who is called for jury service will be excused from work for  
21 the days on which he is required to serve and will receive for each day of jury service  
22 on which he would have been regularly scheduled to work, the difference between his  
23 regular hourly earnings and the actual payment received for jury service. Employees  
24 must present proof of jury service and the amount of pay received therefore, if any.  
25 When an employee is required to call in or called for such service, he will be  
26 transferred to the day shift with Saturday and Sunday as his regular days off. With the  
27 completion of his jury service, said employee will return to his former shift and days  
28 off, beginning the next week.  
29
- 30 K. Bereavement Leave: Upon providing proper documentation, employees shall be  
31 allowed three (3) work days off without loss of pay if they suffer a death in their  
32 immediate family, and up to two (2) additional unpaid days upon request (for a total of  
33 five (5) days). Immediate family for the purposes of this Paragraph shall include:  
34

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

## ARTICLE 25 – LEAVES OF ABSENCE

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

- 1  
2 To the extent that Company policy provides more expansive bereavement leave  
3 benefits, those benefits will be applied to employees covered by this Agreement.  
4
- 5 L. Any employee on personal, medical, or occupational leave of absence, of more than  
6 seven (7) consecutive days, engaging in gainful employment not provided for in this  
7 Article without written permission from the Company and the Union, or engaging in  
8 activities which may bring discredit to the Company or its employees, shall be deemed  
9 to have resigned and his name stricken from the seniority roster.
- 10
- 11 M. Unless otherwise specified, employees not returning from any leave of absence within  
12 the time frame as described in the Leave of Absence matrix in this article, will be  
13 deemed to have resigned from their position. This provision does not apply to  
14 furloughs.
- 15
- 16 N. An employee on any leave of absence will physically report to his station on his first  
17 scheduled workday following the expiration of the leave. It is the responsibility of the  
18 employee to contact the Company prior to the expiration of his leave of absence to  
19 ensure that he knows his schedule and assignment. Failure to report or to secure a  
20 renewal of a leave of absence will terminate the leave of absence and his employment.  
21 It is the responsibility of the Company to inform the employee of the expiration date of  
22 any approved leave of absence. The Company will also inform the employee of the  
23 procedures regarding any benefits while on his leave.
- 24
- 25 O. Any written communication between the Company and an employee on a leave of  
26 absence will be via certified or registered United States mail, return receipt requested,  
27 or by United Parcel Service or equivalent, confirmation of delivery requested.
- 28
- 29 1. Any change in address must be filed promptly in accordance with Company Policy.
- 30
- 31 2. The rights of an employee on a leave of absence under the provisions of this  
32 Article, in regard to the maximum duration of a leave, Company seniority accrual,  
33 classification seniority accrual, pay seniority accrual, vacation accrual, sick leave  
34 accrual, credited service for pension, and reinstatement rights are listed in the  
35 chart that follows.

## ARTICLE 25 – LEAVES OF ABSENCE

	<b>Unpaid - FMLA</b>	<b>Medical Leave</b>	<b>Personal Leave</b>	<b>Unpaid Adoption - Baby bonding</b>	<b>Military Leave</b>	<b>Union Leave</b>	<b>Political Leave</b>	<b>Occupational IOD Leave</b>	<b>Furlough Leave</b>
<b>Duration of Leave</b>	In accordance with applicable law	Up to 5 years	Up to 12 months	Up to 8 weeks or In accordance 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
<b>Class Seniority accrual</b>	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
<b>Pay Seniority accrual</b>	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
<b>Company Seniority accrual</b>	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
<b>Sick accrual</b>	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
<b>Vacation accrual</b>	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
<b>Medical /Dental Insurance</b>	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
<b>Life Insurance</b>	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
<b>Travel Privileges</b>	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

\*\* 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

- 1 A. Employees who are injured in the service of the Company or have restrictions as a  
2 result of an off the job illness or injury, after the effective date of this agreement, will  
3 be allowed to work in accordance with the following, at their station, based on their  
4 classification seniority:  
5
- 6 1. The Company will provide indefinite limited duty to employees providing that their  
7 restrictions are such that they can perform substantially all the essential elements  
8 of their job.  
9
  - 10 2. Employees who are able to perform reasonable productive work within their  
11 classification, but not substantially all the essential elements of their normal work  
12 classification will be provided limited duty for up to ninety (90) work days for an  
13 injury on the job or sixty (60) work days for an off the job illness or injury to the  
14 extent that there is meaningful work available.  
15
  - 16 3. Where the employee's medical restrictions are such that the employee is unable  
17 to perform reasonable work within their classification, and where the Company  
18 determines that productive work (for which the employee is qualified) exists, then  
19 such work may be assigned for periods not to exceed sixty (60) work days during  
20 the recuperative process.

**ARTICLE 26.1 – LIMITED DUTY LOA**

1 December 5, 2017  
2  
3 Tim Klima  
4 Airline Coordinator  
5 Transportation Department IAMAW  
6  
7 Mike Mayes  
8 Air Division Director  
9 Transport Workers Union of America

10  
11 Limited Duty

12  
13 During the discussions leading to the Joint Collective Bargaining Agreement (JCBA) for  
14 Fleet Service, Maintenance & Related employees, and Stores, the following was agreed  
15 to as it relates to Limited Duty.

16  
17 The Company agrees that any employee on limited duty as a result of an injury on the  
18 job or a personal illness or injury suffered, prior to the effective date of the Joint  
19 Collective Bargaining Agreement (JCBA) agreement, will be grandfathered under the  
20 limited duty terms that applied at the time of the injury or illness and will continue to  
21 receive the benefits of such provisions.

22  
23 If the above accurately reflects your understanding of our agreement, please indicate by  
24 signing below.

25  
26 If you have any questions, please let me know.

27  
28 Sincerely,

29  
30 /s/James B. Weel  
31 Managing Director – Labor Relations  
32 American Airlines, Inc.

33  
34 Agreed to:

35  
36 \_\_\_\_\_  
37 /s/Tim Klima  
38 Airline  
39 Transportation Department IAMAW

36 \_\_\_\_\_  
37 /s/Mike Mayes  
38 Air Division Director  
39 Transport Workers Union

40



## ARTICLE 27 - FITNESS FOR DUTY

- 1 A. Employees may be required to submit to a Company paid Medical examination at the  
2 time of employment and any time two or more members of management concur there  
3 is a serious question as to an employee's physical or mental condition that may impair  
4 the performance of his duties or pose a safety hazard to himself, other employees, or  
5 customers. The employee will be notified in writing which will include an explanation  
6 of the reason(s) for the evaluation. The employee shall be furnished a copy of the  
7 Company's Medical Examiner's report in writing.  
8
- 9 B. Any information obtained by or as a result of a Company's medical examination shall  
10 be strictly confidential between the Company, its insurance carriers, the Company's  
11 doctor, and the employee, and shall not be divulged to any other person without the  
12 written permission of the employee unless required by subpoena, court order or other  
13 legal process. This information will be limited to the reason for the medical  
14 examination as described in paragraph A.  
15
- 16 C. During the time the employee is absent from work under the provisions of this Article,  
17 he will be compensated at his regular rate of pay, for his regularly scheduled shifts,  
18 exclusive of shift trades, inclusive of seniority and benefits.  
19
- 20 D. Should the employee be deemed fit for duty the Company will return him to work  
21 immediately, and restore him to his former position consistent with his seniority.  
22
- 23 E. If the Company's Medical Examiner determines that the employee is able to return to  
24 work with restrictions, the Company will then engage in a conversation with the  
25 employee, to determine whether it is reasonable to return the employee to work with  
26 restrictions. Upon request of the employee, a Union Representative may participate  
27 in the conversation.  
28
- 29 1. If the Company determines it is not reasonable to return the employee to work with  
30 restrictions, the employee may appeal the findings of the Company's Medical  
31 Examiner under the provisions of paragraph G of this Article, in writing, within  
32 seven (7) days of the Company's notification to the employee.  
33
- 34 F. When an employee fails to pass the Company's medical examination, the employee  
35 may appeal such actions under the provisions of paragraph G of this Article, in writing,  
36 within seven (7) days of receipt of the Company's Medical Examiner's report.  
37
- 38 G. When an employee appeals under this Article, he shall have a review of his case as  
39 follows:  
40
- 41 1. The employee may employ a Medical Examiner, of his own choosing and expense,  
42 for the purpose of conducting a physical/mental examination covering the  
43 problem(s) and/or conditions covered by the Medical Examiner employed by the  
44 Company which found the employee unfit for duty. The employee must take all  
45 necessary steps to schedule this exam in an expeditious manner.  
46

**ARTICLE 27 - FITNESS FOR DUTY**

- 1           2. A copy of the findings of the Medical Examiner chosen by the employee shall be  
2 furnished to the Company and in the event that such findings verify the findings of  
3 the Medical Examiner employed by the Company, no further review of the case  
4 shall be afforded. If the employee's Medical Examiner determines that the  
5 employee is able to return to work with restrictions, and the Company's Medical  
6 Examiner subsequently agrees, the Company will then engage in a conversation  
7 with the employee to determine whether it is reasonable to return the employee to  
8 work with restrictions. Upon request of the employee, a union representative may  
9 participate in the conversation. If the Company's Medical Examiner does not agree  
10 with the employee's Medical Examiner that the employee can return with  
11 restrictions, then the employee may seek review by a neutral Medical Examiner in  
12 accordance with Paragraphs G.3 and G.4 below.  
13
- 14           3. In the event that the findings of the Medical Examiner chosen by the employee  
15 disagree with the findings of the Medical Examiner employed by the Company, the  
16 Company will, at the written request of the employee, ask that the two (2) Medical  
17 Examiners agree upon and appoint a third neutral Medical Examiner, preferably a  
18 specialist, for the purpose of making a further medical examination of the employee  
19 to determine his fitness for duty. The employee must submit the written request  
20 within seven (7) days of receipt of the findings of his Medical Examiner.  
21
- 22           4. The neutral Medical Examiner shall then make a further examination of the  
23 employee in question, and the case shall be settled on the basis of such findings.  
24 If the neutral Medical Examiner determines that the employee is able to work with  
25 restrictions, the Company will then engage in a conversation with the employee to  
26 determine whether it is reasonable to return the employee to work with restrictions.  
27 Upon request of the employee, a Union representative may participate in the  
28 conversation. Copies of such Medical Examiner's report shall be furnished to the  
29 Company and to the employee.  
30
- 31           5. The expense of the third Medical Examiner will be borne by the Company including  
32 all expenses related to travel such as airfare and hotel. If the employee fails to  
33 show for the scheduled appointment and has no justifiable reason, he will be  
34 responsible for any no show fee. This paragraph also applies to employees  
35 required to submit to an initial Company medical examination outside of their  
36 domicile.  
37
- 38 H. The Company's obligation to compensate an employee who is out of work under this  
39 Article shall cease upon the earlier of an employee's failure to appeal within the  
40 specified time limits, failure to attend/schedule appointments or based on a Medical  
41 Examiner's findings as specified above. The Company, however, may excuse an  
42 employee's failure to attend scheduled appointments if it concludes the employee had  
43 a justifiable reason.

## ARTICLE 28 - SAFETY AND HEALTH

1 A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all  
2 facilities and to maintain at all times a registered first aid station to take care of its  
3 employees in case of accident or illness.  
4

5 The Company agrees to furnish good drinking water and sanitary fountains will be  
6 provided. The washrooms will be kept in good repair and in a clean, dry and sanitary  
7 condition. The Union and employees recognize their duty and responsibility to assist  
8 in maintaining safe, healthful and sanitary conditions. Shops and washrooms will be  
9 properly lighted, ventilated and heated. Individual lockers will be provided for all  
10 employees where adequate space and facilities are reasonably available.  
11

12 B. In order to eliminate, as much as possible, accidents and illness, a Joint Safety  
13 Committee composed of an equal number of Union representatives, not more than  
14 five (5), and Company representatives, not more than five (5), will be established at  
15 each location in the system where employees are stationed. It will be the duty of the  
16 Joint Safety Committee to:  
17

18 1. Receive and review Company accident, injury and job related illness reports  
19 pertinent to the Safety Committee investigation, and make recommendations to  
20 prevent recurrence. (Safety Committee members will receive copies of available  
21 monthly summaries of employee accidents and injuries and have access, upon  
22 request, to specific Company reports resulting from employee on the job accidents  
23 or injuries);  
24

25 2. Receive and investigate complaints regarding unsafe and unsanitary working  
26 conditions and make recommendations to resolve the hazards and complaints.  
27 The Employee/Union Representative should first notify and discuss any safety  
28 complaint with his immediate supervisor/manager. Management will address the  
29 safety concern in a reasonable time frame and will advise the Employee or Union  
30 Representative of the action taken. If the action taken is not satisfactory to the  
31 Employee or Union Representative, it will be forwarded to the Joint Safety  
32 Committee (JSC) for further review with information from the company reporting  
33 system.  
34

35 3. See that all applicable sanitary and safety regulations are complied with.  
36

37 4. Make recommendations for the maintenance of appropriate sanitary and safety  
38 standards.  
39

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

## ARTICLE 28 - SAFETY AND HEALTH

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

- 3  
4           6. The System Joint Safety Committee will consist of two (2) full time Association  
5 Ground Safety Directors paid by the Company, and an equal number of  
6 representatives of the Company's Safety office. If the issue is not resolved by the  
7 System Joint Safety Committee, either representative may submit the issue on  
8 appeal to the System Board of Adjustment in accordance with the provisions of  
9 Article 33(B) of the Agreement.

10  
11           The Company, Union and employees will cooperate towards a prevention of work  
12 related accidents and the furtherance of an aggressive safety program.

13  
14           The Joint Safety Committee shall meet at least once a month to resolve safety  
15 issues and review corrective action taken for all lost time accidents, which may have  
16 occurred. Reasonable time off, without loss of pay, will be allowed for Union  
17 members of the Local Joint Safety Committee to investigate and handle safety  
18 complaints related to their locations.

19  
20           Union members of the Joint Safety Committee will function in an advisory capacity  
21 and will be informed of all lost time accidents. The Joint Safety Committee will be given  
22 advance notification of testing and will be provided with the results of environmental  
23 air, noise and contaminants testing. The Company will post such results in the  
24 appropriate location in non-technical terms. The Company shall continue to post  
25 OSHA Form 200 for review by the Union at each of its locations.

26  
27           The Joint Safety Committee may monitor the Company's application and compliance  
28 with state, municipal and federal safety and sanitary regulations. The Joint Safety  
29 Committee may also make recommendations for the maintenance of appropriate  
30 safety and sanitary standards.

31  
32           Both the Union and the Company shall encourage employees to utilize the Joint Safety  
33 Committee for all unresolved safety related matters.

34  
35           Both the Union and the Company shall cooperate in seeking resolutions to help reduce  
36 the accident frequency and severity rates.

- 37  
38           C. No employee will be required to work under unsafe or unsanitary conditions. Proper  
39 and modern safety devices shall be provided for all employees working on hazardous  
40 or unsanitary work, such devices to be furnished by the Company. Employees will not  
41 be required to use unsafe tools or equipment. However, employees will be expected  
42 to report unsafe tools or equipment to a supervisor before refusing to use such  
43 defective tools or equipment. The Company will furnish protective apparel, equipment  
44 and devices to all employees required to work with acids or chemicals that are  
45 injurious to clothing or employees.

## ARTICLE 28 - SAFETY AND HEALTH

- 1 D. Employees injured while at work shall be given medical attention at the earliest  
2 possible moment, and employees shall be permitted to return to work without signing  
3 any release of liability pending the disposition of settlement of any claims for damage  
4 or compensation. Such injured employees who are able to work will be allowed to  
5 obtain medical attention without loss of time. It is the responsibility of the injured  
6 employee to report an injury to his immediate supervisor or if unavailable, another  
7 member of management, during the work period in which the injury occurred, if or as  
8 soon as physically possible.  
9
- 10 E. The Company will provide Personal Protective Equipment (PPE) to employees who  
11 work in areas where PPE is required by the Company or Government  
12 Statutes/Regulations. Employees will be required to use or wear the devices in  
13 performing that work.  
14
- 15 The Company will provide employees with prescription and/or non-prescription safety  
16 glasses for use at work, Employees provided prescription glasses must provide their  
17 own prescription. One (1) pair of prescription glasses will be provided each two (2)  
18 year period unless damaged in the performance of their duties or due to a prescription  
19 change. The Company will involve the System Joint Safety Committee in the selection  
20 of vendor and/or products to be utilized by the employees.  
21
- 22 F. Employees covered by this Agreement shall not be required to work on aircraft or  
23 ground equipment outside of hangars during inclement weather when hangar space  
24 is available to the Company. This clause shall not apply to work on aircraft or ground  
25 equipment for immediate service or on such equipment (e.g., jet-way) that cannot be  
26 easily brought to a hangar. Suitable rain suits or protective outer garments shall be  
27 kept available at all shops or points by the Company.  
28
- 29 G. In the event of a work place accident that results in loss of life, or limb, the Association  
30 Ground Safety Directors shall be notified by the Company of the incident as soon as  
31 possible by e-mail, text message and/or phone call. Upon notification the Association  
32 Ground Safety Directors, shall be deployed to the accident scene on a space positive  
33 basis and be permitted to conduct an investigation, in conjunction with the Company,  
34 of the accident on behalf of the injured member.  
35
- 36 H. A Union representative of the Joint Safety Committee at the effected location will be  
37 informed of any OSHA enforcement activity and will participate in any OSHA  
38 workplace inspection, conferences or hearings without loss of time possible.

## ARTICLE 29 – BENEFITS

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

### 4 5 A. LIFE INSURANCE – Active Employees

6  
7 The Company will provide the following life insurance coverage for TWU/IAM Association  
8 represented active employees:

- 9  
10 1. For an employee whose base monthly salary is \$1,500 or more, his basic life  
11 insurance coverage will be \$70,000 and the premiums will be paid by the  
12 Company.  
13  
14 2. The Company will offer additional, employee paid voluntary life insurance  
15 coverage, per Company policy, for which the coverage and the rates will be no  
16 less than any other represented workgroups.  
17

### 18 B. HEALTHCARE COVERAGE – Employees

19  
20 The Company will provide the following healthcare coverage for eligible TWU/IAM  
21 Association represented employees under the American Airlines, Inc. Health & Welfare  
22 Plan for Active Employees (“Medical Plan”) (with medical coverage being referred to  
23 herein as “Employee Medical Coverage”):  
24

- 25 1. The Company will offer the following two (2) medical coverage options in the  
26 Medical Plan (i) the Standard option; and, (ii) the Core option which is a Health  
27 Savings Account-compatible medical plan option. The Company reserves the right  
28 to amend the Medical Plan at the Company’s sole discretion, with the exception  
29 of:  
30  
31 a. The Standard option plan design features in the Chart of Medical Plan  
32 Coverage Option Design Features in Paragraph B (11)  
33 b. The employee contribution methodology for the Standard and Core options  
34 described in Paragraphs B (4) and B (6);  
35  
36 2. If the Company offers the High Cost Coverage (“HCC”) option in the Medical Plan  
37 in any plan year, employees eligible to enroll in the Standard or Core options will  
38 be eligible to enroll in the High Cost Coverage option with the same plan design  
39 and cost share as offered to other represented workgroups. If HCC is offered, part-  
40 time employees will be offered the same option as full time employees and at the  
41 same contribution rates. If a more favorable cost share and/or plan design, in the  
42 aggregate, for the HCC if offered, is provided to another represented workgroup,  
43 such cost share and/or plan design elements shall be provided to the Association  
44 represented employees. The Company reserves the right to amend or terminate  
45 the High Cost Coverage option, at its sole discretion.

- 1 3. Advance notice of material Medical Plan changes will be provided to TWU/IAM  
2 Association prior to implementation. At least thirty (30) days prior to the distribution  
3 of the Medical Plan's annual enrollment materials, the Company will provide the  
4 TWU/IAM Association with a copy of the data, assumptions, and methodologies  
5 used to calculate employee contributions under the Standard and Core options.  
6
- 7 4. Aggregate employee contributions for the Standard and Core options in the  
8 Medical Plan will be twenty-one percent (21%) of the total projected cost of each  
9 forecasted year of healthcare expenses for these two (2) Medical Plan options  
10 (which include medical/prescription and administrative expenses) as calculated by  
11 the Company Employee contributions for the Standard and Core options will  
12 increase with medical inflation with employee contributions set as explained above.  
13 The High Cost Coverage option inflation and employee contributions will be  
14 calculated separately from the Standard and Core options if such plan is offered.  
15
- 16 5. The Association and the Company have agreed that a review committee will be  
17 established to review plan administrative changes to the Standard option. This  
18 committee will have the right of appeal to the Sr. Vice President - Human  
19 Resources in the event of a dispute.  
20
- 21 6. The Association and the Company will participate on a joint committee to develop  
22 programs and procedures which will reduce the rate of increase in cost in order to  
23 minimize the impact on employees.  
24
- 25 7. Part-time employees will be offered the same Standard and Core options as full  
26 time employees and at the same contribution rates.  
27

28 8. Chart of Coverage Tiers:  
29

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

30 The multiplier for the Coverage Tiers is based on the Employee Only coverage  
31 tier.  
32  
33

- 34 9. New hire employees eligible for healthcare coverage will default to the Medical  
35 Plan's Core option for Employee only coverage on their eligibility date unless the  
36 employee waives coverage or elects another healthcare coverage option or level  
37 of coverage offered during the initial enrollment period.  
38
- 39 10. To the extent the Company is offering incentives in any plan year to employees for  
40 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 (Single/Family)	\$850/\$2,550	
Out of Network Deductible (Single/Family)	\$3,000/\$9,000	
Coinsurance (In/Out)**	20%/40%	
In Network Out of Pocket Max (Single/Family)	\$2,000/\$5,000	
Out of Network Out of Pocket Max (Single/Family)	\$6,000/\$15,000	
Primary Care Physician Copay (In Network only)	\$30* 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

\*Deductibles and co-insurance apply if provider is out-of-network.

\*\* (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;



1 c. Pharmacy coinsurances do not apply towards deductibles, but do apply  
2 towards Out of Pocket maximums;

3  
4 d. Co-pays do not apply to the deductible.  
5

6 12. If more a favorable cost share and/or plan design, in the aggregate, for the  
7 Standard or Core options, is provided to another represented workgroup, such cost  
8 share and/or plan design elements shall be provided to the Association  
9 represented employees.  
10

11 13. The Company has the right to amend any provision in the Medical Plans for the  
12 purpose of complying with applicable laws and regulations.  
13

14 14. Employees will be required to timely pay for all benefits, including Flexible  
15 Spending Account contributions, in order to maintain coverage, including while on  
16 a Leave of Absence, through payroll deduction, the direct bill process or other  
17 collection process as applicable.  
18

19 15. Notwithstanding the foregoing Paragraphs B.1-14, the Company will provide the  
20 following healthcare coverage for certain Legacy US Airways employees under the  
21 American Airlines, Inc. Health Benefit Plan for Certain Legacy Employees (the  
22 "Legacy US Airways Medical Plan"):  
23

24 a. Legacy US Airways employees enrolled in the Legacy US Airways Medical  
25 Plan immediately prior to March 26, 2020 will continue to be eligible to participate  
26 in the Legacy US Airways Medical Plan, subject to the following:

27 i. The PPO 80/60 option will be a coverage option under the Legacy US  
28 Airways Medical Plan.  
29

30 ii. The PPO 90/70 option will be a coverage option under the Legacy US Airways  
31 Medical Plan until it sunsets on December 31<sup>st</sup> of the year in which the  
32 Agreement becomes amendable. Provided, however, that if the amendable  
33 date falls within or after the annual enrollment period occurring in the  
34 Amendable Year, participants in the PPO 90/70 option will have the option to  
35 remain in the PPO 90/70 option until December 31<sup>st</sup> of the year following the  
36 Amendable Year, after which time the PPO 90/70 option will not be offered.

37  
38 iii. The Legacy US Airways Medical Plan PPO 100/80 option will sunset on  
39 December 31, 2020. If participants in the PPO 100/80 option do not elect a  
40 new coverage option during the open enrollment in the year the PPO 100/80  
41 sunsets, such participants will be defaulted into PPO 80/60 option coverage  
42 for the following year.  
43  
44

- 1 b. The Legacy US Airways Medical Plan will not be open to new participants,  
2 including new hires and transfers who are not already enrolled in the Legacy  
3 US Airways Medical Plan, on and after March 26, 2020; provided, however,  
4 that the following will have a one-time opportunity to enroll in the Legacy US  
5 Airways Medical Plan during the 2020 annual enrollment:
- 6
- 7 i. Eligible Legacy US Airways employees who, as of March 26, 2020,  
8 who are not, enrolled in the Legacy US Airways Medical Plan.
- 9
- 10 ii. Eligible employees in the following accreted groups as of March 26,  
11 2020: Central Load Planners, Tower/Operations/Control Center  
12 Coordinators, Quality Assurance Auditors, Aircraft Maintenance  
13 Planners, Technical Documentation Specialists, Bill of Work/EO/AD  
14 Planners, Material Planners, and AOG-MCU Planners, Maintenance  
15 Training Specialists.
- 16
- 17 c. If a participant in the Legacy US Airways Medical Plan ceases to participate in  
18 any option of the Plan for any reason, the participant will not be able to re-enroll  
19 in the Legacy US Airways Medical Plan
- 20
- 21 d. Employee contribution methodology and plan design features for the Legacy  
22 US Airways Medical Plan including prescription drugs will be those in the 2014  
23 Collective Bargaining Agreements between US Airways and the IAM, covering  
24 Mechanic and Related, MTS, and Fleet Service.
- 25
- 26 e. Existing benefits under the Legacy US Airways Medical Plan will not be  
27 decreased during the term of this Agreement.
- 28
- 29 f. Employee contribution rates will be the same for part-time employees and full  
30 time employees.
- 31
- 32 g. The Company shall have discretion to offer participants incentives to exit the  
33 Legacy US Airways Medical Plan.
- 34
- 35 h. In the event that the TWU/IAM Associations or the IAM should lose  
36 representation rights for a specific employee group through a representation  
37 election conducted by the National Mediation Board (“NMB”), the Company  
38 shall immediately have the right to eliminate, alter, modify, or merge with an  
39 existing plan, the Legacy US Airways Medical Plan provided under this  
40 Agreement for the specific employee group whose representation has  
41 changed.

42  
43

1 C. DENTAL COVERAGE

2  
3 The Company will provide the following dental coverage for TWU/IAM Association  
4 represented active employees:

5  
6 Chart of Dental Coverage Design Features for 2020:  
7

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

8

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

5  
6 D. VISION COVERAGE  
7

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

10  
11 The Company will offer a voluntary, employee funded vision plan, and such plan will be  
12 available at the same contribution rates as other represented workgroups. The plan  
13 design features of the vision plan will be at the discretion of the Company.

14  
15 E. DISABILITY COVERAGE  
16

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

19  
20 F. MEDICAL COVERAGE – Retirees  
21

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

- 24  
25 1. Notwithstanding any other collective bargaining agreement provisions, and all  
26 other agreements, past practices, and arbitration awards between the parties, the  
27 Company is not required to maintain, fund, or provide for retiree medical insurance  
28 benefits.  
29  
30 2. For retiree medical coverage for retirees ages fifty-five (55) through sixty-four 64:  
31 Eligible employees retiring on or after age fifty-five (55) with five (5) years of service  
32 and through age sixty-four (64) will have access to a Company-sponsored retiree  
33 medical plan option. Retiree contribution rates for this coverage will be one  
34 hundred percent (100%) of projected annual expenses (which includes  
35 administrative expenses) using data, assumptions, and methodologies for  
36 calculating future retiree healthcare costs.  
37  
38 3. Retiree medical coverage shall cease when the retired employee attains age sixty-  
39 five (65). Retirees age sixty-five (65) and over will be offered access to purchase,  
40 at the retiree’s expense, a guaranteed issue Medicare supplement plan through a  
41 third party administrator, to the extent available.  
42

43 G. SICK LEAVE CONVERSION TO HEALTH RETIREMENT ACCOUNT  
44

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

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

4  
5 and  
6

7 2. Gives the Company at least four (4) months' advance notice of the employee's  
8 intent to retire.  
9

10 For each such eligible retiree, the Company will credit to a notional HRA account the  
11 value of the eligible retiree's accumulated unused sick leave hours at the time of  
12 retirement multiplied by the 50% of the hourly rate of the retiree at the time of retirement.  
13 The HRA account credits may be used for qualified retiree medical expenses for any  
14 qualified retiree medical plan. The HRA account credits may only be used to reimburse  
15 the retiree for unreimbursed, substantiated, qualified medical expenses of the retiree  
16 and/or eligible dependents up to the retiree's HRA account credit balance.  
17

18 The HRA must comply with all applicable laws and regulations. The Company will be  
19 responsible for drafting and maintaining the HRA plan documents(s), and will have  
20 discretion over all plan-related items not addressed in the Agreement. The Company  
21 shall have the right to amend any provision of the HRA plan that is required by applicable  
22 law, or is necessary to maintain the tax qualified status of the plan.  
23

#### 24 H. LIFE INSURANCE - Retirees

25  
26 The Company is not required to maintain, fund, or provide for retiree life insurance  
27 benefits.  
28

#### 29 I. NON-INCORPORATION

30  
31 Notwithstanding the terms described above, the Company's employee benefits plans are  
32 not incorporated in this Agreement.  
33

#### 34 J. TOOL BOX INSURANCE

35  
36 The Company will provide and pay for insurance coverage against the loss by fire or  
37 theft of complete tool box and contents owned by mechanic employees while such is  
38 on Company premises for use in connection with work and while in transit to or while  
39 being used in connection with a field service assignment. Employees covered under  
40 this provision must provide a complete tool inventory and valuation. It shall be the  
41 employee's responsibility to provide tool inventory updates on any additions or  
42 deletions in order to maintain a current summary at all times.  
43  
44  
45  
46

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

2  
3 \$5,000-----Rollaway, Tool Box, Tote Tray and Contents

4 \$2,000-----Tool Box, Tote Tray and Contents

5 \$1,000-----Tote Tray and Contents

6  
7 with a one hundred dollar (\$100.00) deductible provision.

8  
9 Losses under the policy will be settled by the Company through its insurance company  
10 with the employee bearing the one hundred dollars (\$100.00) deductible. Recovery of  
11 losses will be provided by either a new comparable tool and box replacement or cash  
12 reimbursement after discussion with the employee.

13  
14 K. BOMB SCARE INSURANCE

15  
16 No employee will be required to participate in a bomb scare investigation against his  
17 wishes. The Company will provide death and disability insurance coverage as set forth  
18 below, applicable if the employee suffers death or permanent disability while on duty and  
19 a bomb explosion is the proximate cause of such death or disability.

20  
21 Death \$500,000

22 Total Permanent Disability \$500,000

23 Total Loss of Two members \$500,000

24 Total Loss of One Member \$250,000

25  
26 Member, as used herein, is defined as an arm, leg or eye.

27  
28 L. TRAVEL WHILE ON WORK ASSIGNMENT

29  
30 Employees who are required to travel at the discretion of the Company to a base or  
31 location other than their assigned base in the performance of their work shall be covered  
32 by one hundred thousand dollars (\$100,000) of life insurance coverage for accidental  
33 death from any cause. Said coverage shall commence from the time he leaves his  
34 assigned base and shall continue in force until he returns to his assigned base at the  
35 completion of such travel.

36  
37 M. TEST FLIGHT INSURANCE

38  
39 Employees who are required to participate in test flights shall be covered by a standard  
40 aviation accident insurance policy with a death benefit of not less than one hundred fifty  
41 thousand dollars (\$150,000) paid by the Company.

**ARTICLE 30 – RETIREMENT**

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

4  
5 For purposes of this Retirement Article:

6  
7 1. The term “IAM Designated Employees” shall mean all eligible employees  
8 participating in the IAM National Pension Fund immediately prior to March  
9 26, 2020 regardless of location and all eligible employees hired by the  
10 Company on or after March 26, 2020 at a base, station, or location  
11 designated by the Association as an IAM location, irrespective of future  
12 relocation, and in a job classification covered by any TWU/IAM Association  
13 Agreement.

14  
15 2. The term “TWU Designated Employees” shall mean all employees eligible  
16 to receive employer matching contributions under the American 401(k) Plan  
17 immediately prior to March 26, 2020 and all eligible employees hired by the  
18 Company on or after March 26, 2020 at a base, station, or location  
19 designated by the Association as a TWU location, irrespective of future  
20 relocation, and in a job classification covered by any TWU/IAM Association  
21 this Agreement

22  
23 B. IAM National Pension Fund

24  
25 1. All IAM Designated Employees will be eligible to participate in the IAM  
26 National Pension Fund. For each IAM Employee participating in the IAM  
27 National Pension Fund, the Company will contribute the following  
28 Contribution Rate for each hour for which employees in all job classifications  
29 covered by this Agreement are entitled to receive pay under this Agreement:  
30

March 26, 2020	2020	2020 +12	2020 +24	2020 +36	2020 +48
Pension Rates, 2%		mos.	mos.	mos.	mos.
in out years					
rounded to nearest					
.05					
AMT/Mechanics	\$2.95	\$3.00	\$3.05	\$3.15	\$3.20
and higher					
classifications,					
Quality Assurance					
Auditors, Planners,					
and Tech Doc					
<b>(U50A) Grouping</b>					
Maintenance	\$2.95	\$3.00	\$3.05	\$3.15	\$3.20
Control Technician					
(MCT) <b>(A20C)</b>					

**ARTICLE 30 – RETIREMENT BENEFITS**

Utility/Cleaner <b>(U52A)</b>	\$1.65	\$1.70	\$1.70	\$1.75	\$1.80
MTS <b>(U19A)</b>	\$3.30	\$3.35	\$3.45	\$3.50	\$3.60
Stock Clerk / MLS <b>(U51A)</b>	\$1.90	\$1.95	\$2.00	\$2.00	\$2.05
Full Time Fleet <b>(U17A)</b>	\$1.70	\$1.75	\$1.75	\$1.80	\$1.85
Part Time Fleet <b>(U18A)</b>	\$1.25	\$1.30	\$1.30	\$1.35	\$1.35

- 1           2.     For purposes of this IAM National Pension Fund section of this Retirement  
2           Article, the term Employer shall mean the Company.  
3
- 4           3.     The Company shall continue contributions for all contractually obligated  
5           time paid in accordance with the IAM National Pension Fund Standard  
6           Contract Language, up to a maximum contribution for each employee of  
7           forty (40) hours per week.  
8
- 9           4.     The Employer adopts and agrees to be bound by, and hereby assent to, the  
10          IAM National Pension Fund Amended and Restated Trust Agreement,  
11          including all amendments thereto, whether adopted before or after the date  
12          of this Agreement (“Trust Agreement”), which is incorporated into this  
13          Agreement and made a part hereof, and the Plan rules adopted by the  
14          Trustees of the Fund (the “Trustees”) in establishing and administering the  
15          foregoing Plan pursuant to the Trust Agreement, as currently in effect and  
16          as the Trust and Plan may be amended from time to time.  
17
- 18          5.     The parties may increase the Contribution Rate and/or add job  
19          classifications or categories of hours for which contributions are payable.  
20          The parties acknowledge that the Trustees may terminate the participation  
21          of the employees and the Employer in the Plan for reasons including, but  
22          not limited to, if the successor collective bargaining agreement fails to renew  
23          the provisions of this pension Article or reduces the Contribution Rate.  
24
- 25          6.     Except for the June 12, 2019 Pension Fund LOA and the Standard Contract  
26          Language, this Article contains the entire agreement between the parties  
27          regarding pensions and retirement under this Plan and any contrary  
28          provisions in this Agreement shall be void. No oral or written modification of  
29          this Agreement shall be binding upon the Fund unless agreed to in writing  
30          by an authorized representative of the Fund. No grievance procedure,  
31          settlement or arbitration decision with respect to the Company’s obligation



**ARTICLE 30 – RETIREMENT BENEFITS**

1 to contribute shall be binding upon the Fund, unless the Fund has agreed  
2 to be a party to such proceeding.

3  
4 C. American Airlines, Inc. 401(k) Plan

5  
6 1. All eligible TWU/IAM Association represented employees will participate in  
7 the American Airlines, Inc. 401(k) Plan (“American 401(k) Plan”), a tax  
8 qualified, defined-contribution retirement plan under Section 401(a) of the  
9 Internal Revenue Code (“Code”), with a cash or deferred arrangement that  
10 qualifies under Section 401(k) of the Code, that complies with the  
11 requirements of Section 404(c) of the Employee Retirement Income  
12 Security Act of 1974, as amended (“ERISA”), or an equivalent plan.

13  
14 2. Employer Contributions

15  
16 The Company, subject to any laws limiting the amount of benefit which can  
17 be contributed to or accrued under a plan qualified under Section 401(a) of  
18 the Internal Revenue Code of 1986, as amended from time to time, and its  
19 regulations, will provide contributions under the American 401(k) Plan, as  
20 follows:

21  
22 (i) Employer Contributions for IAM Designated Employees: IAM  
23 Designated Employees shall be eligible to receive Employer  
24 Matching Contributions in an amount equal to one hundred percent  
25 (100%) of the member’s Employee Before-Tax Contributions and  
26 Employee Designated Roth Contributions up to a maximum  
27 Employer Matching Contribution equal to four percent (4.0%) of their  
28 Eligible Compensation, as defined in the American 401(k) Plan.

29  
30 (ii) Employer Contributions for TWU Designated Employees: TWU  
31 Designated Employees shall receive Non-Elective Employer  
32 Contributions in an amount equal to five percent (5%) of their Eligible  
33 Compensation, as defined in the American 401(k) Plan. TWU  
34 Designated Employees will also be eligible to receive Employer  
35 Matching Contributions in an amount equal to one hundred percent  
36 (100%) of the member’s Employee Before-Tax Contributions and  
37 Employee Designated Roth Contributions up to a maximum  
38 Employer Matching Contribution equal to four percent (4.0%) of  
39 Eligible Compensation, as defined in the American 401(k) Plan.

40  
41 3. Eligibility for Employer Contributions

42  
43 (i) Employer Matching Contributions: All Association represented  
44 employees must satisfy the one (1) year service requirement, as

**ARTICLE 30 – RETIREMENT BENEFITS**

1 defined in the American 401(k) Plan, to be eligible to receive  
2 Employer Matching Contributions in the American 401(k) Plan.  
3 Provided, however, that all Association represented employees who  
4 are on the American Airlines System Seniority List as of March 26,  
5 2020 and who are not eligible to receive Employer Matching  
6 Contributions as of March 26, 2020 shall have all prior service with  
7 the Company and/or AAG recognized for purposes of determining  
8 eligibility for post March 26, 2020 Employer Matching Contributions  
9 to the American 401(k) Plan.

10  
11 (ii) Non-Elective Employer Contributions: All TWU Designated  
12 Employees must satisfy the one (1) year service requirement, as  
13 defined in the American 401(k) Plan, to be eligible to receive Non-  
14 Elective Employer Contributions in the American 401(k) Plan.  
15 Provided, however, that all TWU Designated Employees who are on  
16 the American Airlines System Seniority List as of March 26, 2020 and  
17 who are not eligible to receive Non-Elective Employer Contributions  
18 as of March 26, 2020 shall have all prior service with the Company  
19 and/or AAG recognized for purposes of determining eligibility for post  
20 March 26, 2020 Non-Elective Employer Contributions to the  
21 American 401(k) Plan.

22  
23 4. Vesting or Employer Contributions

24  
25 (i) Employer Matching Contributions: All Association employees with  
26 two (2) or more years of vesting service, as defined in the American  
27 401(k) Plan, shall be one hundred percent (100%) vested in their  
28 Employer Matching Contributions. Provided, however, that all  
29 Association represented employees who are on the American  
30 Airlines System Seniority List as of March 26, 2020 and who are not  
31 vested in their Employer Matching Contributions as of March 26,  
32 2020 shall have all prior service with the Company and/or AAG  
33 recognized for purposes of determining vesting for post March 26,  
34 2020 Employer Matching Contributions to the American 401(k) Plan.

35  
36 (ii) Non-Elective Employer Contributions: All TWU Designated  
37 Employees with two (2) or more years of vesting service, as defined  
38 in the American 401(k) Plan, shall be one hundred percent (100%)  
39 vested in their Non-Elective Employer Contributions. Provided,  
40 however, that all TWU Designated Employees who are on the  
41 American Airlines System Seniority List as of March 26, 2020 and  
42 who are not vested in their Non-Elective Employer Contributions as  
43 of March 26, 2020 shall have all prior service with the Company  
44 and/or AAG recognized for purposes of determining vesting for post  
45 March 26, 2020 Non-Elective Employer Contributions to the  
46 American 401(k) Plan.

**ARTICLE 30 – RETIREMENT BENEFITS**

- 1
- 2
- 3
- 4
- 5
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.

**ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

- 1 A. It shall be a condition of employment that all current employees represented by the  
2 Union shall remain members in good standing of the Union, or in lieu thereof pay a  
3 monthly service charge to the Union. It shall be a condition of employment that all  
4 new employees hired after the effective date of this Agreement and represented by  
5 the Union shall become a member of the Union, or pay service charges in lieu thereof,  
6 according to the Union’s designation of the TWU or the IAM as the organization  
7 handling representation responsibilities on behalf of the Union at a given work  
8 location. The Union has provided the Company with a listing of Company stations or  
9 locations where the TWU is designated to handle representation of employees  
10 covered by this Agreement and where the IAM is designated to handle representation  
11 of employees covered by this Agreement. If the designation of representation  
12 responsibilities at current stations or locations is adjusted in the future or a designation  
13 is made for a new work station or location, the Association will promptly advise the  
14 Company of any such changes.  
15
- 16 B. The obligation of new employees represented by the Union to acquire and maintain  
17 membership in the Union, or pay service charges in lieu thereof, shall commence sixty  
18 (60) days after the beginning of an employee’s employment under this Agreement.  
19
- 20 C. The Company will supply the Union with the name, personnel number, and work  
21 location of any new employee or transferee covered under this Agreement within  
22 fifteen (15) days of the actual report date of said employee. The Company will allow  
23 the Union an opportunity during orientation to meet with new employees and  
24 transferees regarding union matters.  
25
- 26 D. An employee represented by the Union shall not be required to acquire or maintain  
27 membership in the Union, or pay a service charge in lieu thereof, if:  
28
- 29 1. Membership in the Union is not available to the employee upon the same terms  
30 and conditions that are generally applicable to any other employee covered by this  
31 Agreement; or  
32
- 33 2. The employee’s membership in the Union was denied or terminated for any reason  
34 other than the employee’s failure to pay periodic dues, initiation fees, and  
35 assessments (not including fines and penalties) that are uniformly required as a  
36 condition of acquiring or retaining membership in the Union. For the purposes of  
37 this section, dues, fees, and assessments shall be deemed “uniformly required” if  
38 they are required of all employees in the same work classification at the same time  
39 in the same Local/Lodge.  
40
- 41 E. The following provisions apply to employees represented by the Union who leave  
42 employment under this Agreement.  
43

**ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

- 1           1. Employees who retain seniority under this Agreement and who are regularly  
2 assigned or transferred to employment not covered by this Agreement, are on  
3 leave, or are furloughed, will not be required to maintain membership or provide  
4 financial support as provided in Paragraph A of this Article, but they may do so at  
5 their option. Should such employee return to any service covered by this  
6 Agreement, he shall as a condition of continued employment become and remain  
7 a member in the Union, or pay service charges within thirty (30) days from the date  
8 of return to service.  
9
- 10           2. The seniority status and rights of employees who serve in the Armed Forces shall  
11 not be terminated by reason of any provisions of this Agreement, but such an  
12 employee, upon resumption of employment shall as a condition of continued  
13 employment become and remain a member of the Union, or pay service charges  
14 within sixty (60) days from the date of return to service.  
15
- 16           3. If an employee has resigned from the Company and is subsequently rehired, he  
17 shall as a condition of continued employment become and remain a member of  
18 the Union, or pay service charges within sixty (60) days from the date of rehire.  
19
- 20   F. For the purpose of this Agreement, membership in good standing means that the  
21 employee represented by the Union is a member of the Union and is not more than  
22 sixty (60) days in arrears in the payment of initiation fees, assessments, and  
23 membership dues. Alternatively, an employee may not be more than sixty (60) days  
24 in arrears in the payment of service charges.  
25
- 26   G. When an employee becomes delinquent or not in good standing within the meaning  
27 of Paragraph E above, the employee shall be subject to discharge in accordance with  
28 the following procedures. Any discharge under the terms of this Article will be based  
29 solely upon the failure of the employee to pay initiation fees, assessments,  
30 membership dues, or service charges, as specified herein, and not because  
31 membership in the Union was denied or terminated upon any other ground.  
32
- 33           1. With respect to any discharge under this Article, the internal policy and procedures  
34 of the TWU and/or the IAM shall apply. Pursuant to those procedures, the  
35 employee shall be provided with notice of any delinquency in payment, the specific  
36 amount of payment required, and instructions for making payment within thirty (30)  
37 days of the date of the notice. If the required payment is still not received within  
38 thirty (30) days following the initial notice, a final notice of delinquency shall be  
39 issued, advising that termination of employment will be sought unless full payment  
40 in the specified amount is received within thirty (30) days of the date of the final  
41 notice. No payments will be accepted after the expiration of the final thirty (30) day  
42 notice period. After the expiration of the final notice period, a termination request  
43 will be sent to the Company's Vice-President – Labor Relations or his/her

## ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF

1 designee, with a copy to the employee, providing appropriate documentation that  
2 the employee has failed to make payments as required under this Article. The  
3 Vice-President – Labor Relations or his/her designee will then take all necessary  
4 and proper steps to discharge the employee from the Company's service.  
5

6 2. An employee discharged by the Company under the provisions of this Article shall  
7 be deemed to have been discharged for non-payment of dues or union financial  
8 support, and a notation so made on his employment record.  
9

10 3. An employee who believes that the provisions of this Article pertaining to him have  
11 not been properly interpreted or applied may appeal his discharge directly to a  
12 neutral referee within ten (10) days after the notification of discharge. If the parties  
13 cannot agree on a neutral referee, a referee will be chosen from a panel supplied  
14 by the National Mediation Board. The alternate strike method shall be used with  
15 the employee initiating the first rejection. Such final selection of a neutral referee  
16 shall be accomplished within ten (10) days after receipt of the list of neutral  
17 referees. If the parties have not reached agreement by the alternate strike method  
18 within the ten (10) day period, the first name listed on the panel provided by the  
19 National Mediation Board shall be designated the neutral referee.  
20

21 4. The hearing before the neutral referee will occur as soon as practicable, and the  
22 neutral referee will be requested to issue a decision within thirty (30) days after the  
23 hearing. The decision of the neutral referee will be final and binding on all parties  
24 to the dispute. The fees and charges for such neutral referee will be borne equally  
25 by the employee and the Union. Any other fees, charges and costs incurred  
26 relative to the hearing by any party (including legal or attorney fees) shall be borne  
27 exclusively by the party incurring the fees, charges and costs.  
28

29 H. During the life of this Agreement, provided that the Union is still the collective  
30 bargaining representative for the employees covered by this Agreement, the Company  
31 agrees to deduct from the pay of each employee and remit to the TWU or the IAM, as  
32 applicable, membership dues, initiation fees, and assessments, or service charges in  
33 lieu thereof, provided that each such employee has voluntarily executed an  
34 authorization and assignment form.  
35

36 1. With respect to current employees covered by this Agreement, any authorization  
37 and assignment forms previously executed shall continue in full force and effect  
38 according to their terms, with American as the successor to US Airways, Inc. for  
39 employees who are IAM members or service charge payers.  
40

41 2. With respect to employees hired after the date of this Agreement, a form for the  
42 purpose of Assignment and Authorization for Payment of Dues or Service Charge  
43 shall be prepared by the Union and furnished to the Company.

**ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

- 1 3. When a new employee properly executes the assignment and authorization form,  
2 the original copy will be forwarded to the Company's payroll department. Any form  
3 which is incomplete or improperly executed will be returned to the Union.  
4
- 5 4. An employee's assignment and authorization may only be revoked after the  
6 expiration of one (1) year from the date of signing the authorization and assignment  
7 form, or upon the termination of the dues/service charge check-off provisions of  
8 this Article. Any notice of revocation must be in writing, signed by the employee,  
9 and delivered by certified mail to the TWU Local Union office or the IAM District  
10 Lodge office, as applicable.  
11
- 12 5. When an Assignment and Authorization form, as specified in this Article, is  
13 received by the Company on or before a given payday, deductions will commence  
14 with the first regular paycheck following said payday, and will continue thereafter  
15 until revoked or cancelled as provided in this Article. The Company will remit to  
16 the TWU and the IAM checks in payment of all dues and service charges collected  
17 on a given payday on behalf of each, on or as soon after the payday as practicable.  
18 The Company remittance will be accompanied by a list of names, personnel  
19 numbers, and station numbers of the employees for whom deductions have been  
20 made in the particular period, arranged in order of their personnel numbers.  
21 Additionally, the remittance will be accompanied by a listing of those employees  
22 who are on unpaid leave of absence or furlough, have accepted a position not  
23 covered by this Agreement, or have terminated employment with the Company.  
24
- 25 6. No dues or service charge deductions will be made from the wages of any  
26 employee who has executed an assignment and authorization form and who  
27 transfers to a position not covered by this Agreement, is on leave without pay, or  
28 is on furlough. Upon return to work in a position covered by this Agreement,  
29 deductions will be automatically resumed in accordance with the time frame  
30 specified in Paragraph E (1), provided that such employee has not revoked his  
31 assignment and authorization in accordance with this Article. An employee who  
32 resigns or is terminated from the Company will be deemed to have automatically  
33 revoked his assignment and authorization and, if reemployed, further deductions  
34 will be made only upon the execution of a new assignment and authorization.  
35 Provided, however, if an employee is reinstated following a disciplinary discharge,  
36 deductions will resume automatically unless the assignment and authorization has  
37 been revoked in accordance with this Article.  
38
- 39 7. Deductions for dues and service charges will be made from each paycheck  
40 provided there is a balance in the paycheck sufficient to cover the amount after all  
41 other deductions authorized by the employee or required by law have been  
42 satisfied. In the event of a termination of employment, the obligation of the

**ARTICLE 31-UNION SECURITY AND DUES CHECK-OFF**

1           Company to collect dues and service charges will not extend beyond the pay  
2           period in which the last day of work occurs.

3  
4           8. Following submission of the assignment and authorization for a newly hired  
5           employee, a single flat sum deduction for an initiation fee (if applicable) shall be  
6           made from the employee’s paycheck, provided that there is a balance in the  
7           paycheck sufficient to cover the amount after all other deductions authorized by  
8           the employee and required by law have been satisfied.

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

19  
20          I. The TWU and the IAM each agree to indemnify the Company and hold it harmless  
21          against any and all suits, claims, demands and liabilities, which arise out of or by  
22          reason of any action taken or not taken by the Company for the purpose of complying  
23          with any provisions of this Article. The Company agrees that in the event it is named  
24          as a defendant or charged party in any such action, the Company shall promptly notify  
25          the Union. The Union shall maintain the exclusive right to defend, settle, mitigate  
26          damages, litigate, and/or take whatever action it deems necessary and proper through  
27          attorneys of the Union’s choosing and at the Union’s cost. If the Company,  
28          nevertheless, decides to retain its own counsel, it shall do so at its own cost, and not  
29          at the cost of the Union.

30  
31          J. The Company will provide for voluntary employee contribution to the Machinist Non-  
32          Partisan Political League (“MNPL”) for IAM members and TWU Committee on Political  
33          Education (“COPE”) for TWU members through payroll deduction. Eligibility to  
34          participate through the payroll deduction program is restricted to those employees of  
35          the Company who are certified by the IAM or TWU to participate in the respective  
36          programs in accordance with all requirements under applicable federal and state laws.  
37          With respect to current employees covered by this Agreement, any MNPL or COPE  
38          authorization and assignment forms previously executed shall continue in full force  
39          and effect according to their terms.

40  
41          K. “Union” as used in this Article shall mean the TWU or the IAM, as applicable, which  
42          together constitute the Association.



## ARTICLE 32 - REPRESENTATION

- 1 A. The representation for the effective handling of grievances and disputes between  
2 the parties under this Agreement shall be:  
3
- 4 1. The Union will be represented by properly designated Union  
5 Representatives in each station, department or location. Union  
6 Representatives shall be allowed reasonable time required for authorized  
7 Union business during working hours, consistent with the needs of the  
8 service and shall be compensated for such time at their straight time rate.  
9 "Authorized Union business" is that relating to the investigation of  
10 grievances, disciplinary action, hearings, and grievance meetings with  
11 officials of the Company. The number of representatives, that confer with  
12 management at any one time on any issue, including meetings convened  
13 under the provisions of paragraph J, will not exceed the number of  
14 management employees present plus one (1) additional representative to  
15 act in the capacity of a scribe. In the conduct of such authorized Union  
16 business, the Union Representative shall notify his supervisor of his desire  
17 to leave his work place, the reason therefore, and shall notify his supervisor  
18 of his return. When it is necessary for a Union Representative to enter a  
19 department other than his own, as a courtesy he shall notify management,  
20 if available, of that department.  
21
- 22 B. The Company will be represented by an authorized representative at each  
23 point/station/location, who will be empowered to settle all local grievances not  
24 involving changes in Company Policy or the intent and purpose of this Agreement.  
25
- 26 C. The Union and Company will, at all times, keep the other party advised through  
27 written notice of any change in authorized representatives.  
28
- 29 D. It is understood that officials of either party having responsibilities under this  
30 Agreement may delegate those responsibilities to another authorized  
31 representative.  
32
- 33 E. International Officers, Accredited Representatives, or Local Officers of the Union  
34 will, at any time during regular working hours, have access to the premises of the  
35 Company where employees are located, for the purpose of investigating  
36 grievances for employees covered by this agreement or other matters directly  
37 connected with the operation of this Agreement and its procedures for the  
38 settlement of any dispute. As a matter of courtesy, notice of an intended visit will  
39 be given to the ranking Company official or his designated representative. A visit  
40 will be subject to such reasonable regulations as may be made from time to time  
41 by the Company, but the Company will not impose regulations that will render  
42 ineffective the intent of this provision nor impair the privacy of any conference  
43 necessary to accomplish the purpose of the visit.
- 44 F. All hearings will be conducted during regular day shift working hours. Union

## ARTICLE 32 – REPRESENTATION

1 officers or representative(s), employee(s), and necessary employee witnesses  
2 shall receive their applicable rate of pay while handling grievances or attending  
3 hearings.

4  
5 1. When the Company conducts an investigation the Union Representative,  
6 employee, and necessary employee witnesses, shall receive their  
7 applicable rate of pay.  
8

9 G. No employee selected as an officer or representative of the Union will be  
10 discriminated against for lawful activity on behalf of the Union.

11  
12 H. Service records shall be maintained for all employees by the Company and upon  
13 resignation or discharge from the service the employee, upon request, will be  
14 furnished with a copy of same. In discharge cases, the employee and his Union  
15 representative will have access to the personnel records applicable to the case  
16 prior to the holding of any hearing.  
17

18 I. Union representatives will, upon request of the TWU Local President/IAM General  
19 Chairman, be assigned to a fixed shift and days off. The arrangements will be  
20 worked out at each station by that Union representative and the local manager.  
21

22 J. In meetings for the purpose of investigation of any matter which may eventuate  
23 in the application of discipline or dismissal, or when written statements may be  
24 required, or of sufficient importance for the Company to have witnesses  
25 present, or to necessitate the presence of more than one Company  
26 supervisor, or during reasonable cause or post-accident drug/alcohol testing  
27 as provided for in this Article, the Company will inform the employee, including a  
28 probationary employee, of his right to have Union representation present. If the  
29 employee refuses representation, the supervisor's record will reflect his refusal.  
30

31 K. At the start of a meeting under the provisions of this Article, the Company will,  
32 except in rare and unusual circumstances, indicate the reason that causes the  
33 meeting and then provide an opportunity for the employee and his Union  
34 Representative to confer for a reasonable period of time. Following that period,  
35 the meeting will be reconvened and continue until concluded by the supervisor.  
36

37 L. Employees covered by this Agreement who are interviewed by a Company  
38 Security Department representative as part of a Security Department  
39 investigation may, upon request, have a Union Representative present  
40 during the interview. If a local Union Representative is not readily available  
41 after the request, the Company's Security Department will not be required to  
42 wait for his availability before conducting its interview. However, the employee in  
43 that circumstance may request the presence of another Union represented  
44 employee (peer witness) to be present. The role of the Union Representative  
45 or peer witness will be that of a silent observer only. The Union  
46 Representative or peer witness may in no way interfere nor impede the

**ARTICLE 32 – REPRESENTATION**

- 1 Security Department’s investigation and/or interview.  
2
- 3 M. Employees who are required to take a reasonable cause or post-accident  
4 drug/alcohol test by the Company may, upon request, have a Union  
5 Representative present who shall not suffer loss of pay, as a witness during  
6 those parts of the specimen collection process indicated below.  
7
- 8 1. In those stations where a local Union Representative is not readily  
9 available, the Company will delay the test for up to one (1) hour from the  
10 time the employee requests or is notified of his right to Union  
11 representation, whichever occurs first, in order to allow the first available  
12 representative to be present at the medical facility.  
13
- 14 2. If normal travel time to the medical collection facility exceeds one (1)  
15 hour, then the one (1) hour waiting period will be extended by the amount  
16 of travel time in excess of one (1) hour.  
17
- 18 3. Only one (1) Union Representative will be allowed to accompany the  
19 employee to the medical collection facility and into the area where the  
20 medical collector opens the drug testing kit, completes the relevant  
21 paperwork, and secures the kit after completion of the collection process.  
22 The Union Representative will be allowed to witness the opening of the  
23 collection kit by the collector, the documentation of the chain of  
24 custody procedure by the collector and the employee, and the  
25 packaging and sealing of the kit for shipment following the collection.  
26 The Union Representative will not be allowed to accompany the  
27 employee or collector into the restroom.  
28
- 29 N. No Union Representative will engage in any activity, which disrupts the collection  
30 process. Should the Union Representative engage in disruptive activity, the Union  
31 Representative will be required by the Company’s Supervisor to wait in the  
32 employee/patient waiting area until the collection process and paperwork has  
33 been completed.

## ARTICLE 33 - GRIEVANCE PROCEDURE

1 A. For the presentation and adjustment of disputes or grievances that may arise, the  
2 procedure will be as follows:

3  
4 1. Verbal Step

5  
6 Any employee or group of employees who believe that they have been unjustly  
7 dealt with, or that any provision of this Agreement has not been properly applied  
8 or interpreted, may present the complaint or grievance to a representative of the  
9 Union, who in turn will discuss the matter with the employee's immediate  
10 supervisor, within five (5) days from the time when the employee first has  
11 knowledge or should reasonably have had knowledge of the alleged contractual  
12 violation that leads to the grievance. The employee's Supervisor will give a verbal  
13 decision to the Union Representative within three (3) days of the discussion.  
14 Verbal Step decisions are non-precedential.

15  
16 Step 1

17  
18 If the employee is not satisfied with the verbal decision of the employee's  
19 supervisor, the matter, through the Union, must be reduced to writing on a standard  
20 grievance form or electronic equivalent, and given to his supervisor or designee  
21 within three (3) days from the supervisor's verbal decision. Upon receipt, the  
22 employee's supervisor must state in writing his decision and return this form to the  
23 Union Representative within five (5) days from the date he receives the grievance.  
24 The Union Representative then must forward this grievance form to the Local  
25 Grievance Committee

26  
27 Step 2

28  
29 If no satisfactory adjustment is reached in Step 1, it may be appealed in writing or  
30 electronically through the Union within ten (10) days from the receipt of the Step 1  
31 answer to the Department Head designated by the Company or his designee, who  
32 shall evaluate the grievance or complaint and render his decision, in writing, in the  
33 space provided on the standard official grievance form or electronic equivalent as  
34 soon as possible, but not later than ten (10) days following the meeting date.

35  
36 The Department Head or his designee shall establish meeting dates each month  
37 consistent with the volume of grievances at his level to assure timely resolution or  
38 disposition of such grievances.

39  
40 When the Company conducts a Step 2 meeting the Union Representative(s),  
41 employee, and necessary employee witnesses, shall receive their applicable rate  
42 of pay. The Step 2 meetings will be conducted during the regular day shift hours,  
43 unless mutually agreed to otherwise.

44  
45  
46 Step 3

## ARTICLE 33 - GRIEVANCE PROCEDURE

1 If no satisfactory adjustment is reached in Step 2, it may be appealed in writing or  
2 electronically through the Union within twenty (20) days after receipt of the Step 2  
3 answer to the Grievance Review Board (GRB). If appealed, the grievance will be  
4 reviewed by the GRB or upon request of either party, presented to the GRB. The  
5 GRB will consist of four (4) members: Managing Director of Labor Relations or his  
6 designee, one (1) Management designee, and two (2) Union designees. The GRB  
7 will meet bi-monthly or sooner if mutually agreed between the parties. The GRB  
8 will render a decision in writing to the Union within fourteen (14) days of the  
9 meeting date. The meeting will take place at the corporate offices of the Company,  
10 or another location if mutually agreed upon, to discuss those grievances, which  
11 have not been resolved at the lower steps.  
12

13 If no satisfactory resolution is reached at the GRB, the grievance and the decision  
14 may be appealed to the System Board of Adjustment/Arbitration as set forth in this  
15 Agreement, provided, however, said appeal must be submitted within thirty (30)  
16 days from receipt of the decision of the GRB or the grievance will be considered  
17 to have been withdrawn by the Union.  
18

### Time Limits

19  
20

21 The time limits set forth in this Article may only be waived by mutual written  
22 agreement between the IAM General Chairman or TWU Local President and the  
23 Managing Director of Labor Relations, or their designees. Failure of the employee  
24 or his Union Representatives to comply with any of the prescribed time limits will  
25 withdraw any such grievances from further consideration.  
26

27 Failure of the Company to answer grievances within the prescribed time limits in  
28 Step 1 will automatically move such grievances to Step 2 of the grievance  
29 procedure.  
30

31 Failure of the Company to answer grievances, other than discharge, within the  
32 prescribed time limits at Step 2 of the grievance process will result in a one-time  
33 monetary penalty of eight (8) hours additional pay to the grievant. Any monetary  
34 penalty paid does not cancel or render any judgment regarding the merits of the  
35 grievance. In addition to the monetary penalty above, the Union will have the right  
36 to move the grievance to Step 3.  
37

- 38
- 39 B. An Accredited International Representative of the Union or designated Company  
40 official who believes that any provision of this Agreement has not been or is not  
41 being properly applied or interpreted which has not yet become the subject of an  
42 actual grievance, will have the right, within ten (10) calendar days after such alleged  
43 misapplication or misinterpretation has been ascertained, to protest such violation, in  
44 writing, to the other party, who will evaluate such protest and render a written  
45 decision in fifteen (15) calendar days. If no satisfactory adjustment is reached, the  
46 grievance and the decision may be directly appealed to the System Board of

## ARTICLE 33 - GRIEVANCE PROCEDURE

1 Adjustment/Arbitration.  
2

3 The above provision will apply to IAM General Chairman or TWU Local President with  
4 respect to improper application or interpretation of the Agreement affecting a group  
5 of employees within the jurisdiction of their Union, a grievance will be filed with the  
6 designated representative of the Company and begins at Step 3 of the above  
7 procedure.  
8

### 9 C. Discharge & Discipline

10  
11 1. For incidents that occur within the Technical Operations Organization or the  
12 employee's assigned station, no employee who has been in the service of the  
13 Company past their applicable probationary period will be disciplined to the extent  
14 of loss of pay or discharge without being advised in writing of the charge(s)  
15 preferred against him leading to such action. Such notice shall be presented to the  
16 employee, with a copy to the Union, not later than five (5) days from the time the  
17 employee's Operating Department or Labor Relations learns of the incident, or  
18 reasonably should have had knowledge of the incident, upon which such charge(s)  
19 is based. If requested, a special hearing will be conducted for loss of pay or  
20 discharge determinations.  
21

22 2. For incidents that occur outside of the Technical Operations Organization or the  
23 employee's assigned station, no employee who has been in the service of the  
24 Company past their applicable probationary period will be disciplined to the extent  
25 of loss of pay or discharge without an investigation being done by the Company.  
26 When the Technical Operations Organization becomes aware of the incident, the  
27 employee(s) and the Union-will be notified within twenty-four (24) hours of when  
28 they become aware of such incident. If such incident requires an investigation after  
29 the initial discussion with the employee, the employee will be held out of service  
30 and compensated for all regularly scheduled hours. The employee will be  
31 considered active for all employee benefits, except employee non-revenue travel.  
32 Registered passengers are still eligible for travel benefits in accordance with  
33 Company policy. At the end of this investigation, the Company will inform the  
34 employee, with a copy to the Union, of the results of the investigation and he will  
35 be returned to work or subject to discipline, if any. If requested, a special hearing  
36 will be conducted for loss of pay or discharge determinations.  
37

38 3. If an employee is held out of service without pay for any of the following reasons,  
39 all other benefits, except employee travel will continue during the investigation.  
40 Registered passengers are still eligible for travel benefits in accordance with  
41 Company policy.  
42

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

44 b) Refusal or adulteration of an alcohol/drug test or verified positive drug or  
45

## ARTICLE 33 - GRIEVANCE PROCEDURE

1 confirmed positive alcohol test from the date on the letter of  
2 verification/confirmation.

3  
4 c) Failure to cooperate with an investigation

- 5  
6 4. If after the Company investigation is completed, as described in (C) (3) (a) (b) or  
7 (c) above, and the employee is exonerated of any wrong doing, the employee will  
8 be paid for the employee's regularly scheduled hours during the period of time the  
9 employee was held out of service without pay. At the end of this investigation, the  
10 Company will inform the employee, with a copy to the Union, of the results of the  
11 investigation and he will be returned to work or subject to discipline, if any. If  
12 requested, a special hearing will be conducted for loss of pay or discharge  
13 determinations.

### 14 15 D. Special Hearing

- 16  
17 1. Any employee suspended or discharged from service shall be granted a special  
18 hearing, provided a request is made therefore in writing to the proper Vice  
19 President of Maintenance or his designee, with a copy to the Union within seven  
20 (7) days of the suspension or discharge. The requested hearing will be held within  
21 five (5) days of receipt of such request. Within seven (7) days after the close of  
22 such hearing, the Company shall render its decision in writing, and shall furnish  
23 the employee and his accredited Union Representative a copy thereof. If the  
24 decision reached as a result of the hearing is not satisfactory to the Union, the  
25 case may then be processed in accordance with the regular grievance procedure,  
26 beginning with Step 3.

27  
28 For discharge cases, failure of the company to render a decision as prescribed  
29 above will result in a monetary penalty equivalent to four (4) hours of pay per day  
30 at his former regular hourly rate until the decision is issued. Any monetary penalty  
31 paid does not cancel or render any judgment regarding the merits of the grievance.  
32 In addition to the monetary penalty above, the Union will have the right to move  
33 the grievance to Step 3.

- 34  
35 2. In any case where it is found that the suspension or discharge is unjust, the  
36 employee will be reinstated with full seniority, paid for time lost and records  
37 corrected.

38  
39 E. In cases where it is necessary that an employee be warned due to the caliber of his  
40 work and/or the general performance of his duties, such warning will be made to the  
41 employee in writing with a copy to the Union within five (5) days from the time the  
42 employee's Operating Department learns of the incident, or in minor cases verbally  
43 in the presence of a Local Union Official, and the employee will be given a  
44 reasonable length of time to correct the matter.

45  
46 F. Each disciplinary letter issued to an employee covered by this Agreement shall not

**ARTICLE 33 - GRIEVANCE PROCEDURE**

1 remain in their personnel record for a period of more than one (1) year.  
2



**ARTICLE 34- SYSTEM BOARD OF ADJUSTMENT/ARBITRATION**

- 1 A. In compliance with Section 204, Title 2 of the Railway Labor Act, as amended, there  
2 is hereby established a System Board of Adjustment/Arbitration (“System Board”) for  
3 the purpose of adjusting and deciding disputes or grievances which may arise under  
4 the terms of this Agreement, and which are properly submitted to it after exhausting  
5 the procedure for settling disputes as set forth under Article 33. However, by mutual  
6 agreement, any cases properly referable to the System Board may be submitted to it  
7 in the first instance.  
8
- 9 B. The System Board shall consist of three (3) members; one (1) selected by the  
10 Company, one (1) selected by the Union and one (1) selected for each dispute from  
11 a panel of eleven (11) Arbitrators established by mutual agreement between the Union  
12 and the Company. After a panel member has served for a period of two (2) years,  
13 either party may request that such member be removed from the panel. However, a  
14 member of the panel may be removed during the term of this Agreement by mutual  
15 agreement between the parties. When a change is made, the parties will select the  
16 new panel member(s) by the same method used to select the original panel members.  
17
- 18 C. Hearings of the System Board for discipline and discharge cases will be held in the  
19 city of the Company’s operating bases where the grievant is located. Hearings of the  
20 System Board for contractual interpretation cases will be held in the city of the  
21 Company’s corporate headquarters unless otherwise mutually agreed to between the  
22 parties.  
23
- 24 D. The System Board shall have jurisdiction over disputes between any employee  
25 covered by this Agreement and the Company growing out of grievances or out of  
26 interpretation or application of any of the terms of this Agreement. The jurisdiction of  
27 the Board shall not extend to proposed changes in hours of employment, basic rates  
28 of compensation or working conditions covered by this Agreement or any of its  
29 amendments.  
30
- 31 E. The Board shall consider any dispute within the System Board's jurisdiction submitted  
32 to it by the Union or by the Company’s Chief Operating Officer or his authorized  
33 representative, when such dispute has not been previously settled in accordance with  
34 the terms of this Agreement.  
35
- 36 F. All disputes properly referred to the Board for consideration shall be addressed to the  
37 Board Members.  
38

39 Each case submitted shall show:

- 40 1. Question or questions at issue;  
41  
42 2. Statement of facts;  
43  
44 3. Position of employee or employees;  
45

## ARTICLE 34- SYSTEM BOARD OF ADJUSTMENT/ARBITRATION

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### 4. Position of Company.

When possible, joint submissions will be made, but if the parties are unable to agree 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.

- G. 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.
- H. 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.
- I. 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).
- J. The time limits specified in this Article may be extended by mutual agreement between the parties to this Agreement.
- K. 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.
- L. 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.
- M. Each of the parties will assume the compensation, travel expense and other expenses of the System Board members selected by them.
- N. 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**

- 1 O. The designated Company member and Union members, acting jointly, shall have the  
2 authority to incur such other expenses as, in their judgment, may be deemed  
3 necessary for the proper conduct of the business of the System Board, and such  
4 expenses shall be borne one-half (1/2) by each of the parties. Company and Union  
5 members will be granted necessary leaves of absence for the performance of their  
6 duties as System Board members. Board members shall be furnished free round trip  
7 transportation over the Company system so far as space is available for the purpose  
8 of attending meetings of the System Board, to the extent permitted by law.  
9
- 10 P. A System Board member shall be free to discharge his duty in his capacity as a  
11 System Board member in an independent manner without fear that his individual  
12 relations with the Company or with the Union may be affected in any manner by any  
13 action taken by him in good faith.

## ARTICLE 35 – GENERAL

- 1 A. The Company agrees that there shall be no established maximum age limit in the  
2 hiring of employees.  
3
- 4 B. The Company will, within ninety (90) days of ratification and at local orientations of  
5 new employees, provide each employee covered by this Agreement with a copy of the  
6 Agreement printed in a spiral bound copy.  
7
- 8 C. Any material changes to Company policies that may be the basis for discipline will be  
9 provided to the Association leadership in advance of implementation. Information may  
10 be provided electronically to the Association and may be electronically posted for  
11 employees.  
12
- 13 D. The Company will provide the designated TWU/IAM representatives electronic access  
14 to Company manuals, publications, and associated documents including revisions  
15 expressly referred to in the Agreement.  
16
- 17 E. The Company will provide parking for employees at their work location and pay  
18 monthly parking and fees as assessed by the appropriate authority. This provision will  
19 not apply to replacement charges to employees for parking decals, stickers, gate keys,  
20 or similar items.  
21
- 22 F. When bus transportation to and from employee parking facilities is recognized by the  
23 Company as an integral part of the employee parking arrangements that  
24 transportation will be at Company expense.  
25
- 26 G. It is the Company's intent to continue the cooperative relationship between the  
27 Company's Employee Assistance Program (EAP) and the Union Employee  
28 Assistance Programs (UEAP). The Association will appoint two (2) full time UEAP  
29 Directors, who will be paid by the Company.  
30
- 31 H. An employee's first confirmed positive drug test will not automatically result in  
32 termination.  
33
- 34 I. Employees who are involuntarily changed from Monday/Sunday to another set of days  
35 off will be transitioned to Monday/Tuesday off for one week and then to new days off  
36 the following week to ensure affected employees receive two (2) days off each week.  
37 This provision does not apply to employees who voluntarily bid a position.
- 38 J. All orders to and requests from an employee involving transfers, promotions,  
39 demotions, layoff, recall, leaves of absence, or anything affecting his pay will be in  
40 writing.  
41
- 42 K. An employee who permanently transfers at his own request to another classification  
43 of work as provided in any other Agreement that has reciprocating language will  
44 continue to receive his same hourly rate but, in no event, will his hourly rate exceed  
45 the maximum rate for the classification to which he transferred.  
46

## ARTICLE 35 – GENERAL

1 If his hourly rate at the time of such transfer is not the same as any regular rate per  
2 hour for the classification to which he transferred, he will immediately receive the  
3 nearest higher regular rate per hour for such classification. Thereafter, the employee  
4 shall progress on the normal progression scale in the new classification. In the case  
5 of a transfer from a higher to a lower classification caused by a reduction in force  
6 under this Agreement, the above rules will apply.  
7

8 L. This Agreement may not be amended or supplemented except by a written Letter of  
9 Agreement signed by both the Vice President or Managing Director of Labor Relations  
10 or their designee on behalf of the Company and the Chair and Co-Chair of the  
11 Association or their designees.  
12

13 M. The Labor Advisory Committee will include a minimum of two (2) representatives  
14 designated by the Association for the purpose of addressing issues of common  
15 interest among all employees at the Company.  
16

17 N. When an employee is scheduled for an O.S.H.A. hearing exam outside of his regular  
18 shift, he will be paid for the time spent outside of his regular shift as if it were time  
19 spent at his regular work, and overtime rates would apply, if applicable.  
20

21 O. To the extent the Company, Union, and FAA maintain an ASAP or similar program,  
22 employees covered by this Agreement will be eligible to participate.  
23

24 P. The Company will allow the Union an opportunity, during local orientation, to meet  
25 with new employees and transferees regarding Union matters.  
26

27 Q. An employee who appears as a witness in a legal proceeding at the request of the  
28 Company will be paid during witness service.  
29

30 R. An employee who is compelled by subpoena to testify in any other legal proceeding,  
31 will be allowed time off to attend such proceedings. An employee compelled to testify  
32 in any legal proceeding (except those involving the Company, may at his option, use  
33 any compensated time off (excluding block vacation and sick) to make up his wages  
34 for time missed when attending such proceedings.  
35

36 S. The Company will promptly notify the employees and the Union of the use of any  
37 material, equipment, or procedure known to be hazardous to employees exposed and  
38 the known procedures to control the hazards via a Safety Data Sheet (SDS). The  
39 Company will promptly provide the Union with the results of any management or  
40 government health and safety survey concerning the employees represented by the  
41 Union.  
42

43 T. When the Company is made aware, by the manufacturer or distributor of a product  
44 recall or equipment recall, the Company will take appropriate action to ensure the  
45 safety of its employees. The Company will also notify the Union of the issue as soon  
46 as possible and of any subsequent action that is taken.

## **ARTICLE 36 - UNIFORMS**

- 1 A. Employees in the Maintenance Control Technician classification will be required to  
2 comply with the IOC dress code policy dated 02/29/2016 unless both the Union  
3 and the Company mutually agree to modifications. An employee may wear the  
4 standard TWU, IAM, or Association insignia or pin on any work clothing or hat.  
5
- 6 1. Employees shall be furnished the following field trip gear: jacket (three-in-one) and  
7 coveralls at no cost to the employee. Rain gear (top and bottom) will be maintained  
8 at each station.  
9
  - 10 2. Upon request, local management will launder or replace Company provided field  
11 trip gear that has been chemically soaked while in the field.  
12
  - 13 3. The Company shall replace field trip gear based on appearance and wear. The  
14 Company shall not be responsible for replacing items damaged by negligence or  
15 misuse by the employee.  
16
  - 17 4. Employees must return to the Company, field trip gear purchased by the Company  
18 upon separation of employment or transfer out of the bargaining unit.

## **ARTICLE 37 – ASSOCIATION BULLETIN BOARDS**

- 1 A. The Company will provide locked and secured bulletin boards at each station/location  
2 consistent with the practice we have today, where employees are employed, marked  
3 Transport Workers Union of America, AFL-CIO, International Association of Machinist,  
4 AFL-CIO, and the appropriate Local/Lodge number, for the posting of official notices  
5 of Union activities not inconsistent with the Railway Labor Act, as amended. Notices  
6 will bear the signature of an officer of the Union and will not contain anything of a  
7 defamatory or personal nature attacking the Company or its representatives. No  
8 political circulars, propaganda or advertisements will be placed on these bulletin  
9 boards. The Company will not oppose the Union's posting of any bulletins offering  
10 benefits provided by any insurance company sanctioned by the Union on the bulletin  
11 boards for employees covered under this agreement.  
12
- 13 B. Bulletin boards will be located in areas that will be easily accessible to employees in  
14 each area as agreed to between the parties issues.

**ARTICLE 38 - NO STRIKE - NO LOCKOUT**

- 1 A. It is understood and agreed that the Company will not lock out any employees covered  
2 hereby, and the Union will not authorize or take part in any strikes, sit downs,  
3 slowdowns, or picketing of Company premises during the life of this Agreement until  
4 the procedures for settling disputes as provided herein and provided by the Railway  
5 Labor Act, as amended, have been exhausted. The Company will not require the  
6 employees to cross picket lines of the Company's employees legally established  
7 under contractual provisions and the Railway Labor Act on or in front of the premises.  
8 The individual or concerted refusal to pass such picket lines shall not constitute  
9 grounds for discipline, discharge, lay-off, or be considered a violation of this  
10 Agreement.  
11
- 12 B. The Company shall not perform "Struck Work" of Wholly Owned Carriers. "Struck  
13 Work" is Mechanic and Related (and Stores) work traditionally and regularly  
14 performed by a Wholly Owned Carrier where and during the period the mechanic and  
15 related (and Stores) employees of that Wholly Owned Carrier are engaged in a lawful  
16 strike, and where the Company has not previously performed the work in question.  
17 There shall be no prohibition against a concerted refusal of employees of the  
18 Company to perform "Struck Work". Moreover, the Company will not hire employees  
19 of Wholly Owned Carriers to perform Mechanic and Related (and Stores) work at the  
20 Company during a period when the Company's Mechanic and Related (and Stores)  
21 employees are engaged in a lawful strike.



**ARTICLE 39 - RECOGNITION OF RIGHTS AND COMPLIANCE**

- 1 A. The Union recognizes that the Company will have sole jurisdiction of the management  
2 and operation of its business, the direction of its working force, the right to maintain  
3 discipline and efficiency in its hangars, stations, shops, or other places of employment,  
4 and the right of the Company to hire, discipline, and discharge employees for just  
5 cause, subject to the provisions of this Agreement. It is agreed that the rights  
6 enumerated in this Article will not be deemed to exclude other preexisting rights of  
7 management not enumerated which do not conflict with other provisions of this  
8 Agreement.  
9
- 10 B. Except for instructing employees and assisting in experimental work, supervisory  
11 personnel will perform no work that is covered by this Agreement. Management  
12 employees may assign and/or direct the work of covered employees where Crew  
13 Chiefs are not readily available.

**ARTICLE 40 – RETIREMENT BENEFIT**

1 C. The Company has maintained a retirement plan for the employees for a number of  
2 years. The full text of “The Retirement Benefit Plan of American Airlines, Inc. for  
3 Employees Represented by the Transport Workers Union of America, AFL-CIO”  
4 (successor to “The American Airlines, Inc. Retirement Benefit Plan for Maintenance  
5 and Related Employees”) ("Plan") is on file with the Company and is available to  
6 the employees in accordance with government regulations. The Plan has been  
7 amended to enhance and clarify benefits over time. The Plan is frozen effective  
8 11:59 p.m. on October 31, 2012.

9  
10 D. The following changes to the Plan were made by Letter dated August 9, 1980.

11  
12 a. For an employee member who was first eligible to join the Plan prior to  
13 January 1, 1956, credited service will be counted from the January 1st or July  
14 1st following his or her completion of one year of Company service.

15  
16 b. For the employee member who was first eligible to join the Plan between  
17 January 1, 1956 and April 1, 1978, credited service will be counted from  
18 the January 1st or July 1st following his or her completion of one year of  
19 Company service and the attainment of age twenty-five (25).

20  
21 c. For the employee member who was first eligible to join the Plan April 1,  
22 1978 or later, credited service will be counted from the first of the month  
23 coincident with or next following his or her completion of one year of  
24 Company service.

25  
26 d. After December 31, 1976, credited service will not include periods of unpaid  
27 hours in excess of one hundred eighty (180) hours in a calendar year. A leave  
28 of absence for Union business for which the employee member has been  
29 paid by the Union will be counted as credited service for the Plan.

30  
31 E. The following changes to the Plan were made by Letter dated August 1, 1985.

32  
33 a. Effective for employees who are on the active payroll on September 1, 1985,  
34 Credited Service under the Retirement Benefit Plan will include any periods  
35 of employment during which an employee would have accrued Credited  
36 Service if the age 25 eligibility restriction had not existed in prior years.  
37 Credited Service will be counted from the January 1st or July 1st following  
38 completion of one (1) year of Company service.

39  
40 b. For purposes of the preceding paragraph, "on the active payroll" means  
41 actually at work. It will also include employees who retire from the active  
42 payroll in the calendar month preceding September 01, 1985, those who are  
43 on a paid sick or vacation period, on an overage leave, or on a Union leave  
44 on September 01, 1985. It does not include employees who are on a personal  
45 leave of absence, unpaid sick leave, or other unpaid absence from work on  
46 September 01, 1985, unless they actually return to work.

## ARTICLE 40 – RETIREMENT BENEFIT

1 F. The following changes to the Plan were made by Letter(s) dated May 5, 1989.

- 2
- 3 a. A new vesting schedule will apply to employees who perform at least one
- 4 hour of service for which they are paid on or after January 1, 1990.
- 5
- 6 b. The new vesting schedule will provide that such employees will become
- 7 100% vested after completing five years of vesting service as defined in the
- 8 plan. Prior to completing five years of vesting service, employees will have 0%
- 9 vested benefits.
- 10
- 11 c. Rules for counting vesting service and for applying breaks in service remain
- 12 unchanged from the current plan.
- 13
- 14 d. The Company agreed to retroactively credit all pensionable hours worked
- 15 past age 65 for TWU represented employees who retire from the active
- 16 payroll after January 1989.
- 17

18 G. The amendments covered in Article 40(e) will be applicable only for those members

19 classified as "Maintenance & Related", who are on active payroll or on an

20 approved leave of absence with recall rights as of March 1, 2001 and whose

21 benefits commence on or after the first day of the month following March 1, 2001.

22

23 a. Final Average Compensation

24

25 The compensation used for calculating a member's retirement benefit will

26 be the average of the highest forty eight (48) consecutive months of pay out of

27 the one hundred and twenty (120) consecutive months of pay preceding the date

28 of retirement. The definition of the compensation used to determine the forty- eight

29 (48) and one hundred and twenty (120) month periods is unchanged. Various

30 formulas exist for benefits, e.g.,  $1.667 \times \text{Final Average Earnings} \times \text{Years of}$

31  $\text{credited service}$ , which are also unchanged.

32

33 b. Eligibility For Benefits – Early Retirement

34

35 A member will be eligible for early retirement on or after attaining the earlier of:

36

37 i. age 55 and fifteen (15) years of credited service; or

38

39 ii. age 60 and ten (10) years of credited service.

40

41 c. Early Retirement Benefits

42

43 Pension benefits determined as of early retirement will be reduced 3% for each

44 year that the member is less than age 60.

45

46

LETTERS OF MEMORANDUM – 1 – PAYROLL SYSTEM TRANSITION

1 March 3, 2020  
2 Tim Klima  
3 Airline Coordinator  
4 Transportation Department IAMAW  
5  
6 Mike Mayes  
7 Administrative Vice President  
8 Transport Workers Union of America  
9

10 Payroll System Transition Agreement  
11

12 During the negotiations leading to a new Joint Collective Bargaining Agreement, the Company  
13 informed the Association of its plan to transition from a “pay current” payroll process to a “pay in  
14 arrears” payroll process for any Association members who are in a “pay current” payroll process.  
15

16 As a result, any employee impacted by this payroll process transition will experience a delay in  
17 payroll payment of approximately one week’s pay (i.e., approximately twenty (20) hours for part-  
18 time employees and approximately forty (40) hours for full-time employees).  
19

20 In addition, the Parties agree that any Association members who are currently in a weekly payroll  
21 cycle will transition to a biweekly payroll cycle, except for Association members in states where  
22 the applicable state law requires a weekly payroll cycle.  
23

24 To assist with these transitions, the Company will offer the following options, on a one-time basis,  
25 to any affected Association members:  
26

27 Option 1: Employees who are affected by either the payroll process transition or weekly  
28 pay transition, may choose to receive an interest free payroll advance from the Company,  
29 in an amount equal to twenty (20) hours of such employee’s pay for part-time employees  
30 and forty (40) hours of such employee’s pay for full-time employees, to be repaid through  
31 payroll deduction. Such employees may choose to repay this payroll advance through  
32 equal installments over a period of ten (10) or twenty-six (26) pay periods. Employees  
33 who select this option must complete a payroll deduction authorization as required by  
34 applicable state law.  
35

36 Option 2: Employees who are only affected by the payroll process transition to “pay in  
37 arrears” (and not the weekly pay transition) may choose to use either compensatory time,  
38 accrued vacation, or accrued sick time up to the lower of: (i) the number of hours in their  
39 compensatory time, vacation, or sick bank, or (ii) twenty (20) hours for part-time  
40 employees and forty (40) hours for full-time employees.  
41

42 This agreement is made on a non-precedent non-referable basis. If the Association agrees,  
43 please confirm by signing below.  
44

45 James B. Weel  
46 Managing Director – Labor Relations  
47 American Airlines, Inc.  
48

Lynn B. Vaughn  
Managing Director – Labor Relations  
American Airlines, Inc.

49 Agreed to:  
50 Tim Klima  
51 Airline Coordinator  
52 Transportation Department IAMAW

Mike Mayes  
Administrative Vice President  
Transport Workers Union

LETTERS OF MEMORANDUM – 2 – NEW HIRE CONSIDERATION

1 RE: NEW HIRE CONSIDERATION BETWEEN AGREEMENTS

2

3 February 13, 2018

4

5 Tim Klima

6 Airline Coordinator

7 Transportation Department IAMAW

8

9 Mike Mayes

10 Air Division Director

11 Transport Workers Union of America

12

13 Re: New Hire Consideration Between Agreements

14

15 This will confirm our understanding reached during negotiations, that qualified employees  
16 under the Flight Simulator and Instructor Agreements with a valid transfer request on file  
17 will be considered for new hire vacancies in the Fleet Service, Maintenance, and Stores  
18 Agreements. The same understanding shall apply in reverse, i.e. a qualified employee  
19 covered by the Fleet Service, Maintenance or Stores Agreements with a valid transfer  
20 request on file will be considered for new hire vacancies in the Technician or Instructor  
21 Agreements.

22

23

24 Very truly yours,

25

26

27 James B. Weel

28 Managing Director – Labor Relations

29 American Airlines, Inc.

30

31

32 Agree and Concur:

33

34

35 Tim Klima

36 Airline Coordinator

37 Transportation Department IAMAW

38

39

Mike Mayes

Air Division Director

Transport Workers Union

LETTERS OF MEMORANDUM

LETTERS OF MEMORANDUM – 3 – VOLUNTARY EARLY OUT

1 March 26, 2020  
2 Tim Klima  
3 Airline Coordinator  
4 Transportation Department IAMAW  
5  
6  
7 Mike Mayes  
8 International Administrative Vice President  
9 Transport Workers Union of America

10  
11  
12 Voluntary Early Out Program  
13

14 In the event of a headcount overage or the need for a reduction in force which occurs after  
15 ratification of a new JCBA for the combined LUS-LAA Association membership, the Company  
16 will offer active employees and employees on authorized Union Leave of Absence the  
17 opportunity to participate in a Voluntary Early Out Program as follows:

- 18 · Employees must have a minimum of fifteen (15) years of service to participate and  
19 have otherwise been unaffected by the reduction.  
20
- 21 · The maximum number of VEOP (Voluntary Early Outs) offered in a location,  
22 classification and bid area / duty assignment will be at a minimum, as determined by the  
23 Company, equivalent to the number of reductions in that location, classification and bid  
24 area / duty assignment  
25
- 26 · Employees awarded a VEOP will receive a lump sum payment of \$22,500.00 within  
27 thirty days of the employees release date and lose all rights to any recall and their  
28 seniority will be forfeited  
29
- 30 · In addition to lump sum payment, employee will receive any severance allowance as  
31 outlined in their applicable TWU/IAM Association agreement(s).  
32

33  
34 This Lump sum payment will not have any impact on any Sick Leave Buy Back provisions in any  
35 of the Association Collective Bargaining.  
36

37 Sincerely,

38  
39 James B. Weel  
40 Managing Director – Labor Relations  
41

42  
43 Agreed to:

44  
45 Tim Klima  
46 Airline Coordinator  
47 Transportation Department IAMAW

Mike Mayes  
International Administrative Vice President  
Transport Workers Union of America

LETTERS OF MEMORANDUM

LETTERS OF MEMORANDUM – 4 – VACATION LUMP SUM

1 March 4, 2020

2  
3

4 Tim Klima  
5 Airline Coordinator  
6 Transportation Department IAMAW

7  
8

9 Mike Mayes  
10 Air Division Director  
11 Transport Workers Union of America

12

13 Vacation Lump Sum Payment

14  
15

16 During the discussions leading to the Joint Collective Bargaining Agreements  
17 (“JCBA’s”) the Company and the Association agreed that if any Association represented  
18 employee earned an extra week of vacation as a result of the change in vacation  
19 accruals in the vacations tentative agreement, on a one time basis for calendar year  
20 2020 only, the Company will pay out in a lump sum any extra week of earned vacation  
21 to any impacted Association employee. Such lump sum will be paid out no later than  
22 sixty (60) days after ratification and will be subject to applicable tax withholdings and  
23 authorized deductions.

24

25 If the above accurately reflects your understanding of our agreement, please indicate by

26 signing below.

27  
28

29 Sincerely,

30

31 James B. Weel  
32 Managing Director – Labor Relations  
33 American Airlines, Inc.

Lynn Vaughn  
Managing Director – Labor Relations  
American Airlines, Inc.

34  
35

36 Agreed to:

37  
38

39 Tim Klima  
40 Airline Coordinator  
41 Transportation Department IAMAW

Mike Mayes  
Air Division Director  
Transport Workers Union

LETTERS OF MEMORANDUM – 5 – RETIREMENT FROM INACTIVE STATUS

1 March 26, 2020

2

3 Tim Klima

4 Airline Coordinator

5 Transportation Department IAMAW

6

7 Mike Mayes

8 Air Division Director

9 Transport Workers Union of America

10

11

12

13 During the recent round of negotiations, the issue concerning employees retiring from  
14 inactive service was discussed. This letter is to confirm that the Company discontinued  
15 the practice which required Association Related employees, who are on the seniority  
16 roster but not on the active payroll, to return to work for at least one day prior to retirement  
17 in order to be eligible for retirement benefits, e.g., flight and medical/dental.

18

19

20

21 Sincerely,

22

23

24

25 James B. Weel

26 Managing Director – Labor Relations

27 American Airlines, Inc.

28

29

30 Agree and Concur:

31

32

33

34 Tim Klima

35 Airline Coordinator

36 Transportation Department IAMAW

Mike Mayes

International Administrative Vice President

Transport Workers Union