



## AGREEMENT

For

Flight Crew Training Instructors (FCTI)

&

Simulator Pilot Instructors (SIMP)

Dated November 21, 2016



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PREAMBLE

AGREEMENT

between

AMERICAN AIRLINES, INC.

and

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

covering

FLIGHT CREW TRAINING INSTRUCTORS AND SIMULATOR PILOT INSTRUCTORS

in the service of

AMERICAN AIRLINES, INC. and US AIRWAYS, INC.

Effective: November 21, 2016

THIS AGREEMENT made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC. (hereinafter known as the "Company") and TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO (hereinafter known as the "Union"), as the representative of the Employees within the United States in the classifications listed herein, in the mutual interests of the Employees and of the Company to promote the safety and continuity of air transportation, to further the efficiency and economy of operations, and to provide orderly collective bargaining relations between the Company and its Employees, a method for the prompt and equitable disposition of grievances, and for the establishment of fair wages, hours and working conditions for the Employees covered hereunder. In making this Agreement both the Company and the Employees covered hereunder recognize their duty to comply with the terms hereof and to cooperate fully both individually and collectively, for the accomplishment of the intent and purpose of this Agreement.

## ARTICLE 1 – RECOGNITION AND SCOPE

- (A) The Company recognizes the Transport Workers Union as the exclusive and sole collective bargaining agency with respect to rates of pay, rules, and working conditions for all Employees covered under this Agreement in the classifications set forth in Article 2 (Definitions) for the purposes of the Railway Labor Act.
- (B) Employees covered by this agreement will be utilized for ground and flight training of all pilots assigned to fly Company owned or operated aircraft as defined in the American Airlines FAA approved training program under Federal Aviation Regulations Part 121 and as specified in Article 2 - Definitions.
- (C) Flight Crew Training Instructors
  - (1) Instructors covered by this Agreement will be utilized to perform ground training as specified for Flight Crew Training Instructors in Article 2 (Definitions), conducted at an American Airlines Training Center, or at other locations as required, for flying equipment used by the Company and may not be displaced from their Classification by any other personnel should the workload decrease.
  - (2) It is understood that when sufficient qualified Instructors are not available through over time calls, other personnel previously qualified as Instructors or personnel currently qualified as Line Pilots may be utilized as required to perform ground training.
- (D) Simulator Pilot Instructors
  - (1) Instructors covered by this Agreement will be utilized to perform flight training as specified for Simulator Pilot Instructors in Article 2 (Definitions), conducted at an American Airlines Training Center or at other locations as required for flying equipment used by the Company and may not be displaced from their Classification by any other personnel should the workload decrease.
  - (2) It is understood that when sufficient qualified Instructors are not available through over time calls, other personnel previously qualified as Instructors or personnel currently qualified as Line Pilots may be utilized as required to perform flight training.
- (E) The Training for customers who are being trained under contract with the Company on aircraft types being operated by the company. "Dry leasing" of equipment and facilities will continue as current practice.
- (F) Training of Instructors on new fleet types may be performed by Flight Training Department personnel or other training organizations (example: OEM training center) as needed to qualify the Initial Cadre of Instructors. It is not the intent of this paragraph to permanently replace Instructors with personnel from outside of the bargaining unit.

(G) Merger, Purchase or Acquisition of Another Company.

(1) In the event of a merger, purchase or acquisition of another company, involving that entire company or a substantial portion of the company, by that company, the TWU and the Company will meet to discuss the merger, purchase or acquisition. The Company will provide the TWU with information concerning the proposed merger, purchase or acquisition at the earliest feasible time to allow for the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase or acquisition upon the TWU represented Employees.

(2) The integration of the seniority lists of the respective Employee groups will be governed by the provisions of Sections 3 & 13 of Allegheny-Mohawk, 59 CAB 22 (1972), provided that no Employee on the master seniority list will be adversely impacted in rates of pay, hours, or working conditions by such integration.

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

(4) The parties agree to submit to final and binding arbitration by an arbitrator approved by the National Mediation Board all disputes between the TWU and the Company which are not settled in the meetings provided above within six (6) months of the effective date of the merger. The costs of the arbitration will be shared equally by the parties and there will be only one such arbitration proceeding which will be the sole and exclusive remedy for all such disputes.

(5) It is understood that the provisions of Article 1(e) (2) (3) and (4) will not apply to the Company's purchase of assets of another airline which does not result in the integration of Employees.

(H) Merger, Purchase or Acquisition by Another Company

(1) In the event of a merger, purchase or acquisition of the Company by another company, the TWU and the Company will meet to discuss the merger, purchase or acquisition. The Company will provide the TWU with information concerning the proposed merger, purchase or acquisition at the earliest feasible time to allow for the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase or acquisition upon the TWU represented Employees.

(2) Labor Protection Provisions

(a) In the event of a merger, purchase, or acquisition of the Company by another company, the integration of the seniority lists of the respective Employee groups will be governed by the provisions of Sections 3 & 13 of Allegheny-Mohawk, 59CAB22 (1972).

(b) The Employee groups of each carrier will remain separated until such time as the seniority lists are integrated in accordance with sub-paragraph (a) above.

(l) Successorship

(1) Agreement Binding on Successor

The agreement will be binding upon any Successor. The Company will not bring a single step or multi-step Successorship Transaction to final conclusion unless the Successor agrees, in writing, to recognize the TWU as the representative of Employees on the TWU System Seniority list consistent with the Railway Labor Act, as amended, to employ the Employees on the TWU System Seniority list in accordance with the provisions of this Agreement, and to assume and be bound by this Agreement.

(2) Seniority List Merger

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

## ARTICLE 2 – DEFINITIONS

- (A) The word "Employee" as used in this agreement will mean an Employee in the classifications covered by this Agreement and will include Flight Crew Training Instructor and Simulator Pilot Instructor.
- (B) "Flight Crew Training Instructor" means an Instructor whose work, depending upon assignment, includes, but is not limited to, any or all of the following:
- Conducts training for pilots, Instructors covered under this agreement and certain maintenance personnel. Such training includes general operational subjects, technical systems, system and procedures integration and emergency-type training. [Note was included for purposes of understanding intent and included in our neg notes but neg proposals are not referred to in final agreement]
- Utilizes Cockpit Procedures Trainers, Cabin Emergency Evacuation Trainers (CEET)/Door Trainers, System Trainers, Flight Simulators and other training devices as required by course curriculum. Conducts aircraft visits and procedures training in static aircraft as required. Administers validations required by course curriculum. Obtains required training equipment, training aids, manuals, course materials and supplies necessary to conduct assigned courses. Assists in the development of and reviews courseware, home studies and examinations for technical content and accuracy. Completes required training records and reports, determines and reports on student progress and proficiency, and provides specialized instruction to students, as needed. Reviews technical documents on assigned subject matter and makes necessary recommendations for revisions to training aids and course materials impacted by these documents. Attends in-company and out-of-company training programs. Assists in the training of other instructors as assigned.
- (C) "Simulator Pilot Instructor" means an Instructor whose work, depending upon assignment, includes, but is not limited to, any or all of the following:
- Conducts simulator phase of pilot flight instruction in compliance with AA Regulations, policies, procedures and techniques. Ensures compliance with FAA or applicable Government regulations or requirements relating to training of pilots. Recommends pilots for checks. Fills an open seat for Captain or First Officer training, as required by the company and stated seat filling procedures. Makes suggestions through channels to enhance safety, efficiency, and training programs. Assists in program development for all phases of flight instruction as directed by management.
- (D) Any masculine pronoun used herein will be deemed and understood to designate any Employee covered by this agreement, whether male or female.
- (E) "W" day as hereinafter referred to will mean a scheduled workday on the Instructors' monthly work schedule on which no specific assignment has been scheduled at the time the monthly work schedule has been posted.



- (F) The term "Red Circle" work assignments will mean a specialized work assignment in which specific training or qualifications are required to perform the assignment.
- (G) All references in this Agreement to "seniority" will mean occupational seniority on the latest seniority list except where specific reference is made to Company seniority.
- (H) The term "dry lease" as used in this Agreement will mean the leasing of any or all Company-owned training equipment to a contractor under which Instructor personnel are furnished by the contractor.
- (I) Pay seniority will govern pay raises and/or placement on the pay scales. Pay seniority shall be determined by and adjusted in accordance with this Agreement.
- (J) The term "SF" (seat filler) will apply to a student position in a training cycle, in the flight simulator, for which there is no student; and that seat/position must be occupied by an appropriately qualified Simulator Pilot Instructor, Check Airman or line pilot for the training session to be valid according to the FAA approved Advanced Qualification Program (AQP) for that type of aircraft.
- (K) The term "Company" will refer to American Airlines Inc.
- (L) The term "IT" is used to identify a day on the monthly work schedule designated for annual or requalification training for instructors. This term may also be used for initial training.
- (M) The term "PD", when listed on the monthly work schedule, will mean a day designated for program development/review.
- (N) Standardization Coordinators are Instructors (per Article 11) chosen on their ability to present material in a standardized manner, communication skills and experience. Development Leads are Instructors (per Article 11) chosen for their ability to develop training material and programs.
- (O) The term "RG", when listed on the monthly work schedule, will mean a day of instruction for pilot recurrent training (continuing qualification) and will have a specific start time.
- (P) The term "Unscheduled Work" will mean any work that is not on the monthly bid sheet at the time of proffer, which will be covered as specified in Article 3 Paragraphs (M)(6) and (7). It can also be identified as "pop-up work".
- (Q) The term "Emergency" will mean an abnormal situation, such as, but not limited to, building fire, medical emergency, bomb threat or other facility threat that would require immediate attention or response.
- (R) The term "Successor" as used in this Agreement will include, without limitation, any assignee, purchaser, transferee, administrator, receiver, executor and/or trustee of the Company or of all or substantially all of the equity securities and/or assets of the Company.

- (S) The term “Successorship Transaction”, as used in this Agreement will mean any transaction, whether single-step or multi-step, that provides for results in, or creates a successor.
- (T) The term “Affiliate” means
  - (1) any entity that controls the Company or any entity that the Company controls, and/or
  - (2) any other corporate subsidiary, parent, or entity controlled by or that controls any entity referred to in (a) of this paragraph.
- (U) The term “regular pay” or “pay as if working” will mean the “chart rate”, plus applicable longevity pay, Standardization Coordinator pay and all premiums.
- (V) The term “work unit” is a group of Instructors in the same classification, in the same Base who instruct on the same airplane fleet or subject (General Subjects or International) and who bid schedules as a group.

### ARTICLE 3 – HOURS OF SERVICE

- (A) The workday will consist of a twenty-four (24) hour period beginning at twelve o'clock midnight and a regular day's work will consist of up to eight (8) hours commencing with scheduled brief time, and including any scheduled de-briefing period.
- (B) All time worked in any continuous tour of duty will be considered as work performed on the day in which the workday started.
- (C) The standard monthly schedule requirement will be seventeen (17), eighteen (18), nineteen (19) or twenty (20) days, as designated by the individual instructor.

Instructors will initially designate their number of workdays per month immediately following the effective date of this Agreement or when hired by the Company. Instructors may request to modify their designated days per month during the instructor's occupational date anniversary month, in writing, to the Managing Director Flight Training and Standards. Once submitted, the request for modification can only be rescinded by mutual agreement between the instructor and the Company. An Instructor's request to modify his days worked per month will be made effective as soon as operationally feasible, but in no case more than one year following the instructor's occupational date anniversary month. Where all conditions are equal (i.e., request for work unit and number of monthly days of work to/from are the same), requests for modification will be fulfilled in order of occupational seniority amongst instructors requesting the modification in the same occupational date anniversary month.

On a monthly basis and in advance of bidding a monthly work schedule bid, with mutual agreement between two qualified Instructors within a section those Instructors may swap their designated number of days. This swap will be recorded on a swap form.

(1) During an Instructor's first full month in qualification training and until becoming qualified to instruct, the Instructor may be scheduled for twenty (20) days in the month.

(2) Should the required number of training days as referenced in paragraph (1) above in a given month be greater than the Instructor's designated days of work per month, the Instructor will be paid at the Instructor's regular daily rate or the Instructor may request these days be placed into the Instructors compensatory bank in lieu of the additional days of pay.

(3) Instructors will complete required continuing qualification distance learning outside of the Instructors' designated workdays. Instructors will be paid for three additional days each year at the Instructor's regular daily rate to complete their required continuing qualification distance learning. One day will be paid in each of the following months: January, May and September. If an Instructor's required continuing qualification distance learning hours exceeds twenty-four (24) hours in a year, the Instructor will be paid for one additional day at the Instructor's regular daily rate for each additional increment of eight (8) hours, to be paid in the first quarter of the

following year. Qualification distance learning will be scheduled on Instructors' designated workdays.

- (4) Each Instructor may be scheduled for no more than one (1) additional flex workday in a calendar quarter paid at the Instructor's regular daily rate, provided there are no Instructors currently on furlough.
- (D) The Company will establish the work schedule bid period as provided in section E. The bid will be posted electronically by the fifteenth (15th) of the preceding month and will be completed by the twenty-fifth (25th) of the preceding month.
- (E) Bid periods:
  - (1) January bid month: January 1 through January 30.
  - (2) February bid month: January 31 through March 1.
  - (3) March bid month: March 2 through March 31.
  - (4) All other months on a Calendar basis.
- (F) The Company may establish a bid deadline for each Employee for the monthly work schedule bid. If the Employee has not bid by his deadline, he shall be by-passed and continue to be by-passed until he bids. The Bid Committee will meet to recommend procedures for application of this provision.
- (G) The work schedule bid will provide days that afford each Instructor an opportunity to build his monthly bid by occupational seniority.
- (H) An Employee will not bid more or less than the number of days in the Employee's designated monthly schedule in a bid month unless required to flex pursuant to paragraph (C)(4) above.
- (I) The Instructor may bid up to his designated days however, he shall not be backfilled to more than six (6) consecutive days. In the case of travel, an Instructor may be extended to twelve (12) consecutive workdays inclusive of travel.

Work shall not be added to the monthly work schedule bid during bid selection.

During bid selection, days not already selected by an Employee, may be removed from the bid by the Company.

- (J) After all Instructors in a work unit have completed their bids on the monthly work schedule Bid then any work left uncovered will be forced to the Instructor(s) with the most reserve days (e.g., BW and HW days) in the following order:
  - (1) Round one to back fill the days which are uncovered:
    - (a) Original continuity links will not be broken,
    - (b) Determine which Instructor has the most combined BW and HW days,

- (c) The Instructor with the most combined BW and HW Days will have only their BW day(s) (not the HW) moved to back fill any open day(s) and then if additional day(s) remain open,
  - (d) Repeat for Instructor who (after recalculation from above step) has the most combined BW and HW Days and then repeat (as necessary).
- (2) Round two to back fill the days which remain uncovered from Round one:
- (a) Continuity links will be broken and/or re-linked as necessary,
  - (b) Determine which Instructor has the most combined BW and HW days,
  - (c) Instructor with the most combined BW and HW days will have only their BW day(s) (not the HW) moved to back fill any open day(s) and then if additional day(s) remain open,
  - (d) Repeat for Instructor who (after recalculation from above step) has most combined BW and HW days and back fill to any open day(s) and then if additional day(s) remain repeat (as necessary).
- (3) Round three of back fill if any work is not covered then: Any work remaining open will be covered by an Instructor who has HW on that date and time.
- (4) Any day(s) remaining open after previous step will be offered by the provisions of Article 6 - Overtime.
- (5) During the bidding process, if the monthly bid shows that the remaining unbid days of work on a given date is equal to the same number of instructors who have not yet bid, then each of those instructors must bid so as not to lock themselves out of the biddable days of work remaining. (For example if there are five (5) instructors who have not yet bid and the bid sheet shows five (5) days of work remaining on a given date then each of those instructors must bid one of those days of work so as to cover each of the remaining days of work.)
- (K) Short Month:
- (1) By mutual agreement, an Instructor may, be awarded a monthly bid requirement of less than the number of days in the Employee's selected monthly schedule in a bid month.
  - (2) Short months will be awarded by occupational seniority within a work unit.
  - (3) Pay for a short month will be at the daily rate for the number of scheduled days the Employee has bid.
  - (4) The Employee's benefits will not be reduced during a short month.
  - (5) Once awarded, a short month may only be changed by mutual agreement.

- (L) Work schedules, as referred to in this Article, encompass start time, hours of work and scheduled days. The Company may, at its discretion, assign special projects or assignments to individual Instructors.
- (M) Work schedule bids will include pre-planned absences and required training for individual Instructors as well as scheduled start times for all known work available to bid.

All work will be awarded in order of occupational seniority to the Instructor(s) qualified to submit a bid. Linking of class days is permitted to maintain continuity of the location and/or Instructor with the same student(s) within a particular course. Guidance on establishing designated links will be agreed upon by the Bid Committee. When linking, the goal will be for a student to have not more than two different instructors and may include linking from one bid month to the next. The TWU shall have the opportunity, on a monthly basis, to meet with the Company to review manpower requirements and monthly bid schedule issues.

(1) The Company will determine the number of Observation days "SO" for Standardization Coordinator(s) and Development days "DV" for Development Lead(s) for each calendar month. An Instructor will bid the number of work days less his number of Observation days and/or Development days in a calendar month. After the work schedule bid is closed, the Section Supervisor will confer with Standardization Coordinator(s) and Development Lead(s) and designate the days on which Standardization Coordinators and Development Leads will perform their duties. If required to prevent the cancellation of training, Standardization Coordinators and Development Leads scheduled to work on that day may be used to support the training schedule. In this case, the planned observation or development day will be rescheduled.

(2) The work schedule bid may contain the greater of one (1) Hard Reserve "HW" on each calendar day or fifty (50) percent of the excess Instructor days for the bid month. Each Hard Reserve will remain date certain and cannot be moved during the back-fill process. An Instructor on a HW, not assigned work, will be released from the HW no later than the last scheduled event start time on that day.

(3) A Bid Reserve "BW" is an on-call day created by the bidder. During the back fill process this Bid Reserve day can be moved to cover unbid work. An Instructor on a BW, not assigned work, will be released from the BW no later than the last scheduled event start time on that day.

(4) Schedules, once awarded, may be changed with seven (7) days' notice by mutual agreement between the Instructor and the Company. Reserve days (HW and BW) may be moved with consent of both the Instructor and the Company. Scheduled start time(s) may be changed up to two (2) hours from the scheduled basic start time with twelve (12) hours' notice, however, such notice may be waived by the Instructor.

(5) Duty periods will be scheduled to provide a minimum of ten (10) hours off between work assignments. Scheduled debrief periods will not be considered as part the ten (10) hour rest period.

(6) Coverage of open schedules on a day-to-day basis will be assigned to the Instructor who has the most on-call Reserve "BW, CW, HW" days in the month and is on a Reserve (\*W) on that day. If two (2) or more Instructors are equal in this regard, then assignment will be made in reverse order of seniority. An Instructor on a Reserve (\*W) day will remain available within two (2) hours via surface transportation of the training center to which the Instructor is based. He may either be on call at home or at an agreed upon contact point until released or no later than the last scheduled event start time on that day. A personal electronic device is an authorized, valid contact point.

An Instructor whose training assignment has been canceled (CW) can be assigned (per paragraph (M)(4) above) to a new start time within two (2) hours before or after the original start time on that date.

(7) Adjust the assignment of an Instructor presently on duty as outlined in (M)(4) above. For a ground school assignment:

(a) If there are two (2) RGs scheduled with no W days scheduled, and there are a total of thirteen (13) students or less in both RGs, the classes may be combined and the senior instructor will be given his choice of work. If there are two (2) RGs scheduled on the monthly bid sheets, the rooms identified on the bid sheet are for scheduling purposes only.

(b) If there is work below the line and there may not be adequate W days to cover open work, an RG instructor may be given a CW/RA if the open work is within the timeframe of (M)(4) above and the combined student total in both RGs is thirteen (13) students or less. Scheduling determines "adequate" W day coverage to preclude unnecessary overtime. If scheduling decides to give an RG instructor a CW/RA, the senior instructor will be given his choice of work.

(N) When all Instructors are bidding for work they must include at least one (1) Qualification Course (if available) within a three (3) month window.

**ARTICLE 4 – COMPENSATION**

- (A) During the period of this Agreement, the regular rates of pay for the classifications of work covered hereunder will be:

<b>Instructor Daily Rates</b>					
	<b>DOS</b>	<b>DOS + 12</b>	<b>DOS + 24</b>	<b>DOS + 36</b>	<b>DOS + 48</b>
<b>1</b>	\$242.27	\$247.12	\$252.06	\$257.10	\$262.24
<b>2</b>	\$264.42	\$269.71	\$275.10	\$280.60	\$286.21
<b>3</b>	\$317.73	\$324.08	\$330.57	\$337.18	\$343.92
<b>4</b>	\$338.62	\$345.40	\$352.30	\$359.35	\$366.54
<b>5</b>	\$359.52	\$366.71	\$374.04	\$381.52	\$389.15
<b>6</b>	\$380.41	\$388.02	\$395.78	\$403.69	\$411.77
<b>7</b>	\$401.57	\$409.60	\$417.79	\$426.15	\$434.67
<b>8</b>	\$422.53	\$430.98	\$439.60	\$448.39	\$457.36
<b>9</b>	\$443.35	\$452.22	\$461.26	\$470.49	\$479.90
<b>10</b>	\$464.51	\$473.80	\$483.28	\$492.95	\$502.80
<b>11</b>	\$490.15	\$499.96	\$509.96	\$520.15	\$530.56

- (B) Upon qualifying as a Simulator Pilot a Premium of 10% will be applied.
- (C) Each Instructor upon completion of the initial probationary period will receive an occupational premium of \$15.00 per day worked.
- (D) Each Standardization Coordinator will receive a premium of \$300.00 per month.
- (E) All premiums in this article will be part of the base pay calculations for pension and other purposes.
- (F) The Company may, at its sole discretion, grant credit for prior experience to new Employees hired on or after DOS. Such credited experience is for pay purposes only and will allow a new Employee to hire in at up to any year step of the applicable classification monthly rates provided for under paragraph (A) above, however in the event the Company exercises this option then no other Employee on the seniority list will be paid less than the newly hired Employee.



ARTICLE 5 – PLACEHOLDER

INTENTIONALLY LEFT BLANK

## ARTICLE 6 – OVERTIME

- (A) In an overtime situation, an Instructor may volunteer to work more than his designated bid, but he cannot be forced to work more than a maximum of two (2) scheduled days off.
- (B) The rate of time and one half (1.5x) will be paid for the first two Additional Day(s) over the Instructor's designated work days. The rate of double (2.0x) will be paid for any Additional Day(s) over the first two (2) days.
- (C) Additional Days as described above will be offered among qualified Instructors within a section necessitating the days per the Section Equalization List.
  - (1) In base work (work at a location where the Instructor bids his schedule).
    - (a) Proffer to Instructors on a scheduled day off or on a CW day (outside the basic start time as defined in Article 3) beginning with the Instructor lowest on the numerical overtime Equalization List. If two or more instructors are equal in the Equalization List, the proffer will be by occupational seniority for those instructors. If he accepts the proffer, the list will be increased by one (1) and he shall work the Day. If he refuses the Day offered (or is a no-contact when being called) then his Equalization List ranking will be increased by one (1) and he will not work. To be considered a "no-contact" there must be three (3) separate attempts to call spaced thirty (30) minutes apart up to 1530 for work assignments commencing prior to 1200 Noon the following day.
    - (b) If work is still uncovered, the work will be offered to Instructors who are on an assigned work day and volunteer to accept work outside their scheduled day.
    - (c) If all qualified Instructors in the Section (or Combined section) Equalization List refuse the Additional Day then the assignment will be the most junior available instructor on a scheduled day off who did not work an overtime day during the same day off sequence. However, if the junior available instructor has already been assigned overtime that month, and there is another instructor on that day off who has not been assigned, then the instructor who has not been assigned will be assigned in reverse order of seniority.
    - (d) If there are insufficient available Instructors at that base (from (a - c) above), the Company may then offer work to Instructors, qualified for the requirement in accordance with the provisions of paragraph (2) below.
  - (2) Out of base work to another Company Base (work at a location other than the Base where the Instructor bids his schedule). If there are insufficient available Instructors from (1) above, the Company may then offer Instructors, qualified for the requirement, who are lowest on the Combined Section Equalization List (from all bases with qualified Instructors) to perform such work.

- (3) Out of base work to other than at a Company Base (work at a location where no Instructor is based). Additional Days will be offered to the qualified Instructor who is lowest on the Combined Section Equalization List, (i.e., all section Instructors regardless of base).
- (D) Instructors who accept a second shiftwork assignment in the same day must comply with the following restrictions:
- (1) The Instructor's acceptance of the assignment is voluntary.
  - (2) The Instructor must attend the briefing and debriefing, when required. The interval between the two scheduled start times must be sufficient to complete the first required scheduled debriefing before beginning the required briefing prior to the second scheduled work assignment.
  - (3) The time off between the end of the second work assignment or required debriefing and the scheduled start of the time for the next calendar day must be at least nine (9) hours. If the time off is at least nine (9) hours, the next day's normal schedule is paid at regular time rates.
  - (4) The offer will be made to these Instructors in the same order as overtime is offered.
  - (5) If an Instructor wishes to accept a trade that requires him to work a double work assignment then he may do so if (1) the Instructor obtains supervisory approval, (2) the trade meets the requirements above, and (3) the trade does not generate additional cost to the Company.
- (E) If an Instructor is on an authorized leave of absence, vacation, jury duty, short month etc., he is not eligible to be offered an Additional Day unless it is refused by all other available Instructors and if offered he may refuse the Day(s) without charge on the Equalization List.
- (F) No Additional Day shall be worked except by the direction of the proper supervisory personnel of the Company, except in the case of emergency when prior authority cannot be obtained.
- (G) When operational conditions change which would no longer necessitate an Additional Day that had been awarded, the Additional Day may be cancelled only when there is advance personal notice (minimum of 2 hours in advance of the Start Time) given to the affected Instructor and the Equalization List will be updated to reflect this cancellation. In the event of less than the required two (2) hour notification the Instructor will be paid for the Additional Day and shall be released from duty.
- (H) Due to the specialized nature of some development projects Additional Days required to complete those projects will be made available only to those Instructors who have bid those projects, and that time shall be accounted for on the Equalization List.
- (I) Additional Days shall be offered in chronological order (date and time) as these Days

become available.

- (J) Employees completing (an) Additional Day(s) through the provisions of this article may elect to receive Compensatory Time in the Employee's compensatory time off bank for each additional day worked at the applicable rate in lieu of additional pay.

(1) It is understood that the Compensatory Time deposited into the Employee's compensatory time off bank will be used for time off. An Employee's compensatory time off bank will be paid out on termination of an Employee's employment.

(2) Employees will be permitted to use Compensatory Time from their compensatory time off bank at not than less than one (1) day increments. An Employee must request such time at least one (1) day in advance; however, the Company may approve requests with less than one (1) day notice at their discretion. Compensatory time off requests shall be awarded as determined by the Company depending on the needs of the service. In the event there are more requests than the Company can grant, seniority shall govern. Employees shall not be permitted to accrue more than eighty (80) hours in their compensatory time off bank.

- (K) Equalization List

(1) An Equalization List will be maintained for each Section in each Base. Where there are multiple bases with the same Section then there will also be maintained a Combined Section Equalization List.

(2) Each Equalization List will account for a running total of all Days offered and will not reset.

(3) Each Instructor entering a Section will be added to the equalization upon his qualification in that Section and will be placed on the Equalization List as a numerical average of those already on the List. If he earned overtime in that Section prior to becoming qualified, then that Day count must be added to his initial equalization numerical average value.

(4) An instructor may choose to be listed as a "Do Not Call" for proffers on the Equalization List by so stating in writing to the Company. This option may be rescinded by the Instructor in writing, with ten (10) calendar days' notice. This does not prevent the Company from assigning overtime when applicable.

(5) An Instructor, when available, who is lowest on the Base Section Equalization List (or the Combined Section Equalization List) and who does not work an available Additional Day, shall be charged with the Additional Day missed, for equalization purposes, as though it had been worked.

(6) The Equalization List will be updated daily and will be available for review by each Instructor.

## ARTICLE 7 – HOLIDAYS

(A) The following days are designated paid holidays:

- (1) New Year's Day
- (2) President's Day
- (3) Good Friday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving
- (10) Christmas Day

The holidays affected by the Federal Holiday Act are observed on the date established by Federal law.

- (B) Employees who actually work on the holiday will receive bid credit and straight time pay for the holiday plus an additional time and one-half (1.5) pay for eight (8) hours.
- (C) An Employee on a "W" day on the holiday will receive bid credit and straight time pay for the holiday plus an additional time and one-half (1.5) pay for eight (8) hours. All other Employees will be deemed as off on the holiday and will be paid a day of pay at regular pay rates.
- (D) An Employee who is scheduled to work on a holiday and fails to work due to illness or non-occupational injury shall receive eight (8) hours holiday pay computed at his straight time rate (including shift premium). There shall be no charge to his accrued sick leave.
- (E) If a holiday falls within an Employee's vacation period, he may elect to have an additional day of pay, in lieu of the holiday, or an additional day of vacation will be added to the beginning or end of his paid vacation period. Whichever option is selected he must so indicate when selecting his vacation.
- (F) If an Employee is scheduled to work and the work is canceled, he will receive his bid credit and pay as if worked.

**ARTICLE 8 – VACATION**

(A) Employees hereunder shall become entitled to and receive vacations in accordance with the following:

(1) During the Employee's first calendar year of service (Company Seniority), he earns one (1) vacation day for each full calendar month of employment up to a maximum of ten (10) vacation days.

(2) The following vacation accrual rates apply:

<b>Year of Company Service</b>	<b>Accrual Days Per Month</b>	<b>Accrual Days Per Year</b>
Less than 5	1.0	Ten (10) work days
5 but less than 17	1.5	Fifteen (15) work days
17 but less than 25	2.0	Twenty (20) work days
25 but less than 30	2.5	Twenty-five (25) work days
30 and over	3.0	Thirty (30) work days

(B) Vacation days may be taken in the year earned, or they may be carried over to the following year. However, an Employee may not carry over more than one (1) year's accrual earned vacation.

(C) An Employee's vacation accruals of up to ten (10) days in the current year may be taken in advance of time earned. If an Employee terminates before the vacation time is actually earned, the unearned time will be deducted from his final paycheck.

(D) Vacation pay shall be the pay the Employee would normally have received at his straight time rate, at the time the vacation is taken. The Employee will be credited the daily guarantee for each day of vacation.

(E) Employees will be permitted to use vacation a day at a time subject to the needs of the service. An Employee must request such day at a time vacation at least one (1) day in advance; however, the Company will consider such requests with less advance notice dependent on the circumstances. In the event there are more day at a time requests than can be approved, seniority shall govern.

(F) Vacation schedules shall be based on the operational requirements of the Company.

(G) Preference in the period in which Employees hereunder will be permitted to take their vacations will be granted within each work group or section in the order of occupational seniority in accordance with local procedures agreed upon by the Company and the Union provided that vacation schedules may be so arranged within each work group or section as will not interfere with the requirements of the service. The Company will post requests for vacation preference for the following year not later than October 1st of each year and Employees eligible will list their preference not later than October 15th.

The vacation periods will be assigned and posted on by October 31st, whenever possible, but no later than November 15. Except in emergency, an Employee's vacation will commence immediately following his regularly scheduled days off.

An Employee with a sequence of five (5) vacation days in a row (core) will be guaranteed a minimum of four (4) additional days off to create a total of nine (9) days. An Employee with a sequence of ten (10) vacation days bid will be guaranteed a minimum of four (4) additional days off plus two (2) days between the core vacation periods for a total of sixteen (16) days. All days off scheduled in conjunction with the vacation period will be considered part of the vacation period. During this vacation period this Employee may be proffered (unless he has notified the company that he does not want to be proffered) overtime but the Employee cannot be forced overtime. If the Employee on vacation refuses the overtime he will not be charged for the refusal.

Every quarter, the company will update vacation availability, by Instructor position, for the purpose of offering additional vacation opportunities, should they exist. Instructors will be able to enhance their vacation preferences, by bid and seniority, per the following schedule:

<b>COLUMN A</b> Vacation Bid will be available for Instructor review by:	<b>COLUMN B</b> Instructor must submit vacation bid by:	<b>COLUMN C</b> Vacation bid results will be approved or denied (available for all to see) by:	<b>COLUMN D</b> Dates of Vacation opportunities:
October 1st	October 15th	October 31st	January 1 <sup>st</sup> – December 31
January 1st	January 15 <sup>th</sup>	January 31 <sup>st</sup>	April 1st – December 31st
April 1 <sup>st</sup>	April 15 <sup>th</sup>	April 30 <sup>th</sup>	July 1 <sup>st</sup> – December 31 <sup>st</sup>
July 1 <sup>st</sup>	July 15 <sup>th</sup>	July 31 <sup>st</sup>	October 1st – December 31st

When referring to the chart above the following will apply:

- (1) Vacation bids submitted by the date indicated in Column B will be awarded based on occupational seniority by the date in Column C.
- (2) Vacation bids submitted for the time period covered in Column D after the cutoff date in Column B will be awarded on a first-come basis.

Should the Flight Department begin to receive rolling, quarterly long-term training plans, the Company and TWU will meet to work towards an implementation of a rolling, quarterly vacation bid in the following calendar year.

- (H) An Employee hereunder who takes a leave or leaves of absence which exceeds or the total of which exceeds sixty (60) calendar days during any calendar year will have his vacation allowance to which he becomes entitled during the current year reduced by his monthly accrual rate as outlined in (A) above for each thirty (30) calendar days of said leave or the total of such leaves which exceeds sixty (60) days; provided, however, no

deduction from vacation allowance will be made for leaves of absence granted due to injury sustained while on duty.

- (l) In the event of termination of employment with the Company, an Employee hereunder who has completed six (6) months of service with the Company will be paid for vacation not previously taken to which he became entitled as of the date of his termination. If an Employee takes vacation in excess of what he has accrued as of the date of his termination, such un-accrued vacation time will be deducted from his final paycheck. An Employee who fails to give two (2) weeks' notice of resignation in writing, and such notice is not waived by the Company in writing, or who is discharged for confiscation of Company funds or property, will not be paid for any vacation hereunder.



ARTICLE 9 – PROBATIONARY PERIOD

- (A) A new hire Employee shall be on probation until ninety (90) days from the date the Employee is first fully qualified for the section bid.
- (B) The Company has no responsibility to reemploy any Employee separated during his probationary period.
- (C) During his probationary period, an Employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.

## ARTICLE 10 – SENIORITY

- (A) Company Seniority will commence with the effective date of placement on the payroll.
- (B) Instructor Occupational Seniority as referenced in this Agreement will commence with placement in a position covered by this Agreement. Employees covered by this agreement as of November 21, 2016, will have seniority dates as listed in Appendix “A” of this Agreement and in each published list thereafter as provided under Article 13 (System Seniority List). Instructors employed after November 21, 2016, in a position covered by this Agreement will begin to accrue Occupational Seniority from the date of first assignment to such Instructor position. All references in this Agreement to Seniority will mean Occupational Seniority except where specific reference is made to Company Seniority.
- (C) The seniority number will determine any Instructor position within his classification. Instructor classifications are:
  - Classification I – Flight Crew Training Instructor (fleet, general subjects and international)
  - Classification II – Simulator Pilot Instructor
- (D) Occupational Seniority shall govern in the case of reductions in force, demotion, displacement, bidding for work schedules, vacations, filling bargaining unit openings, transfer to Instructor vacancies, and recall.
- (E) An Employee covered by this Agreement who accepts a position with the Company, outside the bargaining unit, shall for a period of one (1) year retain and accrue seniority and may elect to return to the bargaining unit without loss of seniority so long as he pays Union dues.
- (F) An Employee who desires to return to the bargaining unit from another position within the Company will not displace an Employee in the classification to which he desires to return.
- (G) An Instructor hired to a Management Level 4, 5 or 6 position (who directly manages Employees covered by this Agreement) shall continue to accrue seniority while in that position and is eligible to exercise his seniority to return to an opening or a vacancy in the bargaining unit. Employees covered under this provision shall pay Union dues.
- (H) Effective November 21, 2016 the relative seniority of new Employees hired on the same date shall be determined by the last four (4) digits of the Employee’s social security numbers. The Employee with the highest last four (4) digits shall be deemed the senior. The relative position of Employees hired prior to that date will remain unchanged.

## ARTICLE 11 – CLASSIFICATIONS AND QUALIFICATIONS

- (A) Classifications covered by this Agreement are:  
Classification I - Flight Crew Training Instructors (Fleet/General Subjects/International)  
Classification II - Simulator Pilot Instructor
- (B) Standardization Coordinators are Instructors chosen based on their ability to present material in a standardized manner, communication skills and experience. Their duties include providing feedback to fleet management regarding standardization compliance and enrichment. In addition, Standardization Coordinators may help Fleet Management plan standardization meetings, coordinate manual changes, plan observation periods and build training schedules for new instructors to the fleet, coordinate with manufacturer's representatives, aircraft maintenance and assist Fleet Training Manager as assigned.
- (1) Standardization Coordinators may be selected within each of the classifications, among volunteers in each specific classification and equipment and base, by a panel of two (2) management and two (2) TWU representatives. If necessary, the final decision (tie-breaker) will be made by the Managing Director – Flight Training and Standards. Selection criteria will be based on demonstrated technical and procedural knowledge, instructional abilities and interpersonal skills and seniority.
- (2) Flight Training Management, based on work unit requirements, will determine the number of Standardization Coordinators in each classification of each fleet. Some smaller classifications and/or fleets may not have a Standardization Coordinator. The Company may remove an Employee from the Standardization Coordinator position if such Employee is not satisfactorily performing their job duties.
- (C) Development Leads are Flight Crew Training Instructors and will be established for each fleet (to include General Subjects and International). A Development Lead may also be a Standardization Coordinator. The duties of a Development Lead shall be the same as a respective Flight Crew Training Instructor with the additional duty of assisting management by performing/monitoring and/or coordinating section courseware development, as assigned by the Company.
- (1) Development Leads will be selected among volunteers from each fleet, by a panel of two (2) management and two (2) TWU representatives. If necessary, the final decision (tie-breaker) will be made by the Managing Director – Flight Training and Standards. Selection criteria will be based on demonstrated technical and procedural knowledge, instructional and development abilities and interpersonal skills and seniority.
- (2) Flight Training Management will determine the duration of each Development Lead.

- (3) The Company will assign no less than thirty-five percent (35%) of the rolling quarterly scheduled work days by fleet, as development days, for Development Leads.[Ex: XXX (XX) days in a YY day work quarter]. This work may be scheduled in conjunction with call center duties. Exception: When a fleet is in the last year of scheduled service, the Company may eliminate the Development Lead for that fleet.
- (D) Qualifications: The Company will establish qualifications for Employees covered by this Agreement. Such qualifications, including prerequisites qualification for each classification above, initial qualification/instruction for each classification, and recurrent qualification/instruction for each classification, will be determined and revised by the Company, as necessary. These qualifications will be contained in the appropriate Advanced Qualification Program (AQP) manual(s) or Instructor/Evaluator Administrative Guide (IEAG), or other controlling documents. Copies of the appropriate section of the IEAG, AQP manual, and other controlling documents, and any revisions will be provided to the TWU Local. Changes to Instructor Qualifications contained in the Company documents listed above will be discussed in advance with the Bid Committee.
- (E) When the TWU Local has objection to any changes in any of the above qualifications, the same may be discussed by the TWU Local with the Company upon written notice of the objection within thirty (30) days from the date the revisions were received. If an agreement concerning the objections raised cannot be reached within a reasonable time, the revised qualifications may be placed in effect and the TWU Local may take up the disputed points as a grievance under Article 31 of this Agreement.

## ARTICLE 12 – TRANSFER, RECLASSIFICATION AND JOBS TO BE POSTED

(A) Bidding for Job Transfers (within the same classification)

An Instructor in a Classification may bid any job opening within the same Classification (providing he has the prerequisites and qualifications defined in Article 11).

(1) Openings are unfilled positions in a work unit created by the Company due to increased work in that work unit or through attrition from that work unit. Openings are filled by voluntary qualified bidders in order of seniority.

(a) An Instructor who has completed his probationary period may exercise his seniority to bid an opening in his classification regardless of the location of such opening, subject to the limitations provided in (D) below.

(b) Instructors on probation will not be eligible to bid to an opening within another work unit (the Company may, at its discretion, waive this restriction if more senior Instructors do not bid for promotion).

(2) Vacancies are unfilled positions that remain unfilled when there are no voluntary bidders for openings.

(a) Vacancies will be filled first by voluntarily displaced bidders, then by new hires, and then by involuntarily displaced bidders.

(b) An Instructor who has completed his probationary period may exercise his seniority to bid a vacancy in his classification regardless of the location of such vacancy, subject to the limitations provided in (D) below.

(3) Displacements are transfers created by the Company when there is an excess of Instructors within a work unit or when a work unit is being eliminated.

(a) Displacements will be offered first to Instructors with voluntarily displacement bids (senior to junior) and then to Instructors with involuntary displacement bids (junior to senior). A displaced Instructor may exercise his seniority to select a new work unit, subject to the limitations provided in (D) below.

(b) If a displacement results in furlough from a Classification then the provisions of Article 15 (Reduction in Force) will apply.

(c) An Instructor who has completed his probationary period may exercise his seniority to bid a displacement and select a new work unit in his classification regardless of the location of such work unit.

(4) An Instructor awarded a bid may be held in his previous work unit, prior to being released to his new work unit, for up to six (6) months. If more than one Instructor is held in the same work unit the senior Employee will have the option of being released first.

(5) Instructors awarded a voluntary bid may, at the Company's discretion, be locked in the new work unit for twenty-four (24) months from the date of qualification to instruct, unsupervised, on their new equipment.

(6) An Instructor awarded a voluntary bid will not be held on a trial basis on his new assignment for a period longer than ninety (90) days after completion of training for new assignment and may be returned to his former assignment in the event of his inability to qualify or to perform his duties in a satisfactory manner. He will not, for a period of twenty-four (24) months after such return, bid for another opening. In addition, if he is unable to qualify for a second time on the same equipment, he will not be awarded another bid for that equipment again.

(7) When headcount within a Base will remain constant within a Classification then bids are open only to Employees at that Base and in that Classification. When headcount is increased (or decreased) at a Base, then bids are open to all Bases. Relocation will be voluntary (not paid for by the Company) for those submitting a voluntary bid to another Base.

(8) If an Employee is involuntarily displaced from his Base the Company will provide a Company Paid Relocation package (in accordance with Article 44).

(9) Permanent openings of a planned duration of ninety (90) days or longer (or actual openings of over ninety (90) days within a one hundred thirty-five (135) day calendar period) will be posted for bid. Openings of a shorter duration will be bid at Company discretion.

(B) Bidding for Voluntary Reclassification (between FCTI and SIMP)

(1) An opening for a voluntary-reclassification will not occur until all furlougees have been recalled. If a position then opens, an instructor may bid into a different classification.

(2) After all furlougees have been recalled and the provisions of (A) above have been complied with, the Company will post for reclassification all permanent vacancies.

(3) An Instructor who has completed his probationary period may exercise his seniority to self-reclassify regardless of the location of such opening, subject to the limitations provided in (D) below.

(4) An Instructor taking a voluntary reclassification bid is governed by the lock-in and qualification requirements as outlined above in (A).

(5) If an instructor is furloughed from one classification and bids to another classification then is subsequently recalled to his original classification, he may opt to remain in the new classification as long as it does not result in anyone else being furloughed. This will fulfill the requirements of Article 15.

(6) After changing classification, the Instructor's pay will be adjusted to his new classification.

(7) An Instructor who is reclassified will not be held on a trial basis on his new assignment for a period longer than ninety (90) days after completion of training for the new assignment and will be returned to his former classification in the event of his inability to perform his duties in a satisfactory manner. He will not thereafter be eligible to bid for any other opening in the classification from which he was returned.

(C) Jobs to be Posted.

(1) Each bid notice will have a number assigned (and if applicable will list the prerequisites and qualifications for the position(s)). The bid notice will designate if it is a Transfer Bid or a Reclassification bid.

(2) Bid notices will be posted for a ten (10) day period exclusive of Saturday/Sunday and holidays and awarded within ten (10) days of posting exclusive of Saturday, Sunday and holidays. The Company will also send each bid notice to the Employees and to the Union via email.

(3) Pay rates for the new position will be based on the same pay step as the old position. Pay rates for the new position will begin upon signoff to teach unsupervised in the new position.

(4) A copy of each transfer award of bid will be furnished to the ranking local Union Representative.

(D) Limitations on Additional Training Events Caused by Job Transfers and Reclassification.

(1) If one opening is available to bid, which results in an Instructor(s) exercising his/their seniority to fill an opening, a vacancy, select a new work unit (displacement), or self-reclassify, the bid shall not result in more than one additional training event (two training events total – one for Instructor exercising his seniority and one necessary for the Employee filling the opening).

(2) If two or more openings are available to bid, which results in Instructors' exercising their seniority to fill openings, vacancies, select new work units (displacements), or self-reclassify, the bid shall not result in more than two total additional training events (in addition to the number of training events necessary for the Employees filling the openings).

(E) Physical Fitness to Perform Assigned Work in Classification.

If there is a medical determination based upon objective medical evidence by an Employee's physician, which raises a serious question as to an Employee's physical fitness to perform his assigned work, he may be given a physical examination by a doctor designated by the Company. An Employee who fails to pass a Company physical examination may, within fifteen (15) calendar days of the date of written notification of his failure to pass such examination, be permitted to exercise his seniority to fill a vacancy in a different classification in work which he is technically qualified and physically able to perform.

- (F) Employees covered by this agreement will be given the opportunity to fill regular or part-time vacancies, under the Fleet Service and Technicians Agreements, prior to filling those vacancies with new hires. If an Employee covered under the Fleet Service or Technician agreement and an external candidate are equally qualified, as determined by the Company, under the requirements of Article 11 of this Agreement, the AA Employee will be given preference to vacancies under this agreement prior to filling those with new hires.

Instructors will be pay slotted consistent with Article 27(B). Where such language does not exist, the application of 27(B) as stated in the Fleet Service Agreement shall apply. We agreed to expand upon those vacancies that the Instructors and Simulator Engineers may be considered for. We agree to allow Instructors and Simulator Engineers to fill vacancies for all TWU or Association classifications covered under the Aviation Maintenance Technician, Fleet Service, Instructor, Flight Simulator Engineer, Stock Clerk, Technical Specialist, and Plant Maintenance Mechanic Agreements, as long as they meet the remaining requirements under Article 12, including qualifications. Employees covered by this agreement will be given the opportunity to fill regular or part time vacancies in these classifications prior to filling those vacancies with new hires.

Instructors who transfer to other TWU or Association positions will be pay slotted consistent with Article 27(B) according to the agreement to which they are transferring.



### ARTICLE 13 – SYSTEM SENIORITY LIST

- (A) A System Seniority list of the Employees covered by this Agreement listing name, personnel number, job title, occupational seniority date, company seniority date, and pay seniority date of each Employee will be posted and maintained on **Jetnet**. The System Seniority list will be updated each evening when the Company's HRIS system has the necessary functionality to provide automated updates. If manual updates to the System Seniority list are required those updates will be performed after any personnel change involving an addition or deletion to the System Seniority list.
- (B) The Company will provide a list of Employees who are retaining and not accruing in accordance with Article 10 (Seniority) to the local TWU leadership every six (6) months in April and October.
- (C) The Company will provide a list of Employees who retain recall rights either manually (every six (6) months in April and October), or on **Jetnet**.
- (D) An Employee or the union may protest any omission or incorrect posting affecting an Employee's seniority by use of a "System Seniority Protest Form", also referred to as "Protest Form". There will be no time limit to protest any omission, or incorrect posting affecting an Employee's seniority.
- (E) Procedures for filing of a "Protest Form" are as follows:
  - (1) The Employee will forward one copy each of the protest form to the Local HR office and to the Local Union office. The protest form must be accompanied by documentation and a written statement supporting his protest, or they will not be accepted.
  - (2) The Local Union office will investigate the protest. The Local HR office will assist in this investigation.
  - (3) The Local Union office will forward the protest and their recommendation to the TWU ATD office.
  - (4) The TWU ATD will advise the Company if a change is required. The Company will forward a final resolution to the protest to the Local Union office and Local HR office.

ARTICLE 14 – LOSS OF SENIORITY

- (A) An Employee covered by this Agreement shall lose his seniority status and his name shall be removed from the seniority roster if:
- (1) He quits, resigns, or retires, from the service of the Company, except that an Employee who, on the effective date of resignation, holds recall rights pursuant to Article 16 (Recall) may continue to hold such recall rights provided such Employee submits a written request to hold recall rights prior to the effective date of his resignation.
  - (2) He is discharged for cause.
  - (3) He does not return to duty from furlough as prescribed, or
  - (4) He fails to return from leave of absence as prescribed, or
  - (5) As otherwise provided for in this Agreement.

## ARTICLE 15 – REDUCTION IN FORCE

- (A) When Employees are to be furloughed, such furlough will be accomplished in reverse order of Instructor Seniority from within the Instructor Classification affected by the curtailment of work. Employees covered by this Agreement who are to be furloughed will receive at least fourteen (14) calendar days' notice, or pay in lieu of such notice. This notice requirement will not apply where an Act of God, fire, any government's actions, laws or regulations, or strikes or other work stoppages cause the furlough.
- Employees will not be withheld from bidding openings or vacancies unless they are identified as Employees who will be furloughed within the next four (4) months. The Company agrees to meet with the TWU regarding those Employees who are to be withheld from bidding. The Company and the TWU local will meet to discuss any extension of the withholding for up to an additional three (3) months. If no agreement is reached, a panel consisting of the Vice-President of Labor Relations and the President of TWU International or their designees will meet to review the request. During the reduction-in-force, the Company will continue to discuss manpower planning which is under consideration.
- (B) An Employee who has completed his probationary period and who is directly affected by a curtailment of work requiring a reduction in force may exercise his seniority to fill a vacancy in a different classification (if qualified) or to displace a less senior Employee in his classification regardless of the location of such less senior Employee, as provided herein. If one Employee is affected by a reduction in force, the Employee may displace a less senior Employee and then the least senior Employee will be displaced (resulting in no more than one training event for the Employee filling the vacancy/displacing). If two or more Employees are affected by a reduction in force, Instructors' exercise of their seniority to fill vacancies or to displace less senior Employees shall not result in more than two additional training events (in addition to the number of training events that would be necessary for the Employees filling the vacancies/displacing).
- (C) An Employee who desires to exercise his seniority as outlined above must notify his immediate supervisor of his intention to exercise his seniority within seven (7) calendar days of receipt of notice of furlough.
- (D) All Employees furloughed by the Company due to reduction in force will file the proper addresses with the Managing-Director of Flight Training and Standards at the time of furlough. Any change in address must be filed promptly in writing, certified mail, return receipt requested (or email with read receipt), with the Managing-Director, Flight Training and Standards.
- (E) Under the provisions of (B) above, an Employee who is furloughed may not fill a vacancy in another classification if Employees senior to him are on a furlough status from that classification and retain recall rights as outlined in Article 16 (Recall).

- (F) Upon request of the Local Union President, an Employee may appeal any dispute regarding the reduction in force application and administration to a review panel composed of a representative of the TWU International and the Vice President, Labor Relations, or their respective designees. This appeal must be made within seven (7) calendar days of receipt of notice of reduction in force.
- (G) Employees who are subject to furlough will be allowed to fill vacancies in accordance with Article 12.
- (H) In the event of a furlough, a senior Employee may opt to accept furlough in lieu of the furlough of a junior Employee. In the event that a senior Employee accepts furlough in such circumstances, that Employee, if eligible for retirement, may opt to retire immediately following exhaustion of the furlough benefit and will remain entitled to normal retirement benefits as if retiring from active service.
- (I) As it is not the intent of the parties to furlough Employees covered by the Agreement as a result of the implementation of the new scheduling process contained in Article 3, Employees covered by this Agreement as of the Effective Date of this Agreement will be protected from furlough from the Effective Date of this Agreement through December 31, 2018. Such protection shall not apply in circumstances caused in substantial part by Conditions Beyond The Company's Control. "Conditions Beyond The Company's Control" shall include, but not be limited to, the following:
  - (1) an act of God;
  - (2) a strike by any other company Employee group or the Employees of a Commuter Air Carrier operating pursuant to an authorized codeshare arrangement with the company;
  - (3) a national emergency;
  - (4) involuntary revocation of the company's operating certificate(s);
  - (5) grounding of a substantial number of the company's aircraft;
  - (6) a reduction in the company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the company's demands; and
  - (7) the unavailability of aircraft scheduled for delivery.

## ARTICLE 16 – RECALL

- (A) An Employee who has completed his probationary period and who is furloughed by the Company due to a reduction in force will continue to accrue and retain occupational seniority and pay seniority during such furlough, and will accrue pay seniority for a period not to exceed ten (10) years. Employees who remain on payroll will accrue seniority and retain recall rights indefinitely. The Company and the respective TWU Local President will agree on the current recall list within ninety (90) days of the date of this Agreement.
- (B) Procedures
- (1) An Employee who has completed his probationary period and who in lieu of furlough exercised his seniority to displace another Employee in accordance with Article 15 will retain recall rights in accordance with paragraph (A) above to the classification and location from which he was first furloughed.
- (2) Employee(s) recalled in accordance with the foregoing paragraphs will be recalled in seniority order and shall exercise their seniority to select from open positions. The Company will recall according to the information on file at the time of recall. It is up to the instructor to keep his file updated, with proof in writing to the Managing Director Flight Training and Standards.
- (C) Notification
- (1) Employees being offered recall will be advised in writing via certified US mail, return receipt requested, or equivalent carrier at their last filed address. Employees so advised must, within fourteen (14) calendar days of receipt of the recall letter, notify the person whose signature is on the recall letter via certified US mail, return receipt requested, or equivalent carrier of the date he will report for duty. Additionally, the Company shall contact the Employee via the last known email address on file with Company.
- (2) Any Employee who fails to provide such notice or who fails to return to duty within thirty (30) calendar days of the date of the recall letter sent to his last filed address will lose all rights to reemployment and will forfeit all seniority. This period may be extended, at the Company's option, for a period not to exceed fifteen (15) additional days. The Company will furnish the ranking local Union representative a copy of all such recall letters.
- (D) An Employee, covered by this Agreement, who had been furloughed, and who has been out of his job classification for a period of one (1) year or more may be required to demonstrate his ability to perform the work to which he is to be assigned within a period of three (3) months from the date he returned to work in a position covered by this Agreement.

## ARTICLE 17 – LEAVES OF ABSENCE

- (A) When the requirements of the operation will permit, an Employee may be granted an unpaid Personal Leave of Absence, referred to as “PLOA”, for any period of up to one (1) year. A request for PLOA must be submitted to the Company in writing. The request will state the reason for the leave and the duration of the leave. An approved PLOA will be granted in writing and will specify the expiration date of the leave. When a PLOA is granted, the Employees will retain and continue to accrue seniority during the entire period of the leave.
- (1) If the initial leave is requested for less than one (1) year and the requirements of the operation will permit, a PLOA may be extended for additional periods such that the total leave does not exceed one (1) year. A request for an extension of a PLOA must be submitted and approved prior to the expiration date of the current leave.
- (2) An Employee on a PLOA may submit a request to terminate his leave prior to the expiration date of the leave. The request must be in writing. The Company’s response to the request will be in writing.
- (3) Based on the requirements of the operation, the Company may cancel any PLOA at any time prior to the expiration date of the leave. In the event the Company elects to cancel a PLOA, the affected Employee will be notified in writing, not less than thirty (30) calendar days prior to the effective date of cancellation.
- (4) An Employee elected to a full-time governmental office (Federal, State) will be granted a Government Leave of Absence (GLOA) not to exceed the term of office, or subsequent re-election. The application for a GLOA must be made in writing to the Company, with a copy to the Union. An Employee granted a GLOA will retain and accrue Occupational Seniority for the period of the leave, however, no other Company benefits or privileges will be granted or accrued. Employees granted a GLOA must give thirty (30) days’ notice of intent to return.
- (B) An Employee, holding a position as an International TWU Representative, an International TWU Officer, or a full time position with the International Union or any of its locals, may request through the International Union a Union Business (Pay) Continuance Leave of Absence, referred to as “UBC”. The request for a UBC will be in writing from the International Union. The request will be sent to the Vice President – Labor Relations. If approved by the Company, the UBC will not exceed twelve (12) calendar months or the term of office in the event of an elected position. The written approval will state the expiration date of the leave. An Employee on a UBC will continue to retain and accrue company and occupational seniority throughout the leave.
- (1) A UBC may be extended in the same manner as stated in Article 17(A). A request for an extension of a UBC must be submitted and approved prior to the expiration date of the current UBC.

- (2) If the UBC is extended, the Employee will continue to retain and accrue company and occupational seniority.
  - (3) If an Employee is on a UBC, there will be no interruption to the Employee's pay and benefits, but the Company will bill the Local Union or the International Union, as applicable, for the Employee's salary plus a percentage override for tax and benefit related expenses. Failure of the responsible party to pay the billing will result in the termination of the UBC for the affected Employee.
- (C) Leaves of absence for bona fide Union business will be granted if written request is submitted to the Employee's supervisor in advance to accommodate the request. In the case of an Employee holding a position as an International Representative, an International Officer of the Transport Workers Union or an Employee holding a full time position within the International Union or any of its locals, the written request must be submitted by the Director Air Transport Division of the Transport Workers Union to the Vice President – Labor Relations. During this leave for Union business, known as "UB", the Employee will maintain his benefits.
- (D) In lieu of a planned Reduction in Force, the Company will, to the extent possible, make Overage Leaves of absence (OL) available to TWU represented Employees who have completed their probationary period. Requests for leaves under this procedure must be submitted to the Company in writing. Approved leaves will be granted in writing and will not result in the involuntary transfer of any other TWU represented Employee.
- (1) Prior to the authorization of any Overage Leave of Absence (OL), the Managing Director, Flight Training and Standards or his designee, as appropriate, will review implementation plans with the Director of the Air Transport Division.
  - (2) The number of such leaves of absence granted at each location will be determined by the Company.
  - (3) When an Overage Leave is declared, an Employee who is on a leave of absence other than an Overage Leave, may request to have his leave converted to an Overage Leave. It is the Employee's sole responsibility to request such conversion.
  - (4) Upon proper application to the Company, leaves of absence under this procedure will be granted by job skill/work unit, in order of occupational seniority for periods of not less than one (1) week and no more than one (1) year. Extensions may be granted if there are no other Overage Leave requests on file.
  - (5) Overage Leaves, once granted, may not be refused and must be accepted by the Employee requesting the leave.
  - (6) Due to the requirements of the service, the Company may cancel Overage Leaves granted under this procedure any time prior to the expiration date of the leave. In the event the Company wants to cancel a portion of the number of Overage Leaves, if insufficient number of Employees on Overage Leave agree to return then the cancellations will be in inverse seniority order.

- (7) An Employee who has been granted a leave of absence under this procedure must submit his current address of record to the Department Manager approving the Overage Leave in writing. Thereafter, an Employee on an Overage Leave must advise the Department Manager, in writing, within ten (10) calendar days of any change in address.
- (8) In the event the Company elects to cancel the leave of absence, the affected Employee will be notified, in writing, by certified U.S. Mail, or equivalent carrier, return receipt requested, at the last address of record on file with the Department Manager.
- (9) An Employee granted a leave of absence under this procedure will not be entitled to employment and will forfeit his seniority with the Company if:
- (a) He fails to return to work on the specified date at the expiration of the leave; or
  - (b) He declines, in writing, his intention to return to work; or
  - (c) He does not indicate, in writing, his intention to accept or reject employment within seven (7) calendar days after receipt of notice of cancellation of the leave of absence; or
  - (d) He does not return to work on the date specified in the notice of cancellation of the leave of absence. The return date will not be less than seven (7) calendar days after receipt of the notice.
- (10) An Employee, granted a leave of absence under this procedure, will continue to accrue Company, Occupational, and Pay seniority for all purposes during the leave of absence for a period not exceeding his previous service to a maximum of one (1) year.
- (11) An Employee, returning to duty at the expiration of an Overage Leave, will return to his former classification and will, thereafter, be permitted to exercise his seniority on the next available Bid selection.
- (12) An Employee on an OL will receive benefits under the conditions provided below:
- (a) While on an OL, the basic coverage of Medical, Dental, and Basic Life Insurance will continue for the Employee. The Employee must pay his portion of the costs in accordance with Company policy. If the Employee is enrolled in any optional coverage, he must make payments for those benefits to remain in effect during the OL. Payments for optional coverage will be in accordance with Company policy. An Employee should contact HR Services for the appropriate forms to calculate his individual costs.
  - (b) The time on an OL will be considered as time worked in determining vacation accrual and paid sick leave accrual.
  - (c) Holidays that occur during an OL will not be paid.



- (d) An Employee may keep all Company identification cards/badges during his OL. An Employee retains full travel privileges during the OL, except for travel on other airlines, which is not permitted. When traveling on an OL, the Employee must prepay travel service charges at the ticket counter.
  - (e) Premiums for the TWU LTD Insurance Plan must be paid for in advance of the OL and for the duration of the OL. An Employee should contact his Local Union for the appropriate forms and information.
  - (f) Benefit coverage and application not specifically provided in Article 17 will be applied in accordance with Company policy.
- (E) When an Employee is placed on an unpaid leave of absence on account of sickness or injury, the continuation of the leave is contingent upon review and approval by HR Services. HR Services will send the Employee a personal information package within ten (10) days from the start of the leave including a letter advising of his unpaid leave status, benefit information, and notice of the requirement for medical substantiation. The Employee must provide medical substantiation for the leave to HR Services within fifteen (15) days of receipt of the package. Should HR Services need further clarification, the Employee and/or the treating physician/provider may be asked to provide additional information. The approval of the leave is contingent upon receipt of sufficient medical documentation from the Employee's treating physician/provider. Approvals will be granted in writing and will specify the expiration date of the leave. The Employee will retain and continue to accrue his seniority until he is able to return to duty or is found to be unfit for duty, except that in no case will a leave for the same sickness or injury exceed a total cumulative period of five (5) years. The Company will provide one hundred eighty (180) calendar days written notification prior to the expiration date of the five (5) year period.
- (1) Application of SKLOA is referenced in Company policy.
  - (2) To extend the LOA beyond the initially approved leave period, an Employee must provide updated medical information from his treating physician/provider to HR Services at least seven (7) days prior to the expiration of the leave in order for HR Services to make the determination that a continuation of a leave is substantiated. The approval of the continuation of the leave is contingent upon receipt of sufficient medical documentation from the Employee's treating physician/provider.
  - (3) An Employee who is returning from a leave granted for reasons of sickness or injury, will be permitted to exercise his seniority in resuming his classification or any lower occupational at the location to which he has previously been assigned.
- (F) An Employee granted a leave of absence under the provisions of the Family Leave Act, referred to as a Family Leave of Absence or "FMLOA" will retain and continue to accrue occupational seniority during the leave not to exceed ninety (90) days.

- (G) An Employee on any leave of absence will physically report to his previously assigned location on his first scheduled work day following the expiration of the leave. It is the responsibility of the Employee to contact the Company prior to the expiration of his leave of absence to ensure that he knows his schedule and assignment. Failure to report or to secure a renewal of a leave of absence will terminate the leave of absence and his employment. It is the responsibility of the Company to inform the Employee of the expiration date of any approved leave of absence. The Company will also inform the Employee of the procedures regarding any benefits while on his leave.
- (H) Any written communication, required by Article 17, between the Company and an Employee on a leave of absence will be via certified U.S. Mail, or equivalent carrier.
- (I) If any Employee is on any leave of absence and he is affected by a reduction in force, his leave of absence will be terminated, and the provisions of Article 15 (Reduction in Force) will be applied to the affected Employee.

(J) The rights of an Employee on a leave of absence under the provisions of Articles 17 and 18, in regard to the maximum duration of a leave, Company seniority accrual, Occupational seniority accrual, Pay seniority accrual, vacation accrual, sick leave accrual, and reinstatement rights are listed in the chart that follows.

	<b>Personal Leave</b>	<b>Union Leave</b>	<b>Government-Leave</b>	<b>Overage Leave</b>	<b>Unpaid Sick Leave of Absence (including Maternity)</b>	<b>Unpaid Injury on Duty Leave</b>	<b>Military Leave</b>	<b>Family Leave</b>
<b>Duration of Leave</b>	Up to a total of 12 months	Up to 12 months or term of office	Term of office	Minimum of 1 week, up to 1 year	Up to 5 years (cumulative if same illness)*	Up to 5 years (cumulative if same injury)*	Up to 5 years or in accordance with Federal law	Up to 84 calendar days (12 weeks)
<b>Accrual of Company Seniority</b>	Up to 90 calendar days	Duration of the Leave	None	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave
<b>Accrual of Occupational Seniority</b>	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Duration of the Leave	Not to exceed 90 days
<b>Accrual of Pay Seniority</b>	None	Duration of the Leave	None	Duration of the Leave	Up to 30 calendar days	Duration of the Leave	Duration of the Leave	Up to 30 calendar days of unpaid leave
<b>Vacation Accrual</b>	Up to 60 calendar days, then reduced	Duration of the Leave	None	Duration of the Leave	Up to 60 calendar days, then reduced	Duration of the Leave	Duration of Leave	Up to 60 days of unpaid leave, then reduced
<b>Sick Leave Accrual</b>	None	Duration of the Leave	None	Duration of the Leave	Up to 60 calendar days, then reduced	Duration of the Leave	Duration of Leave	Up to 30 calendar days of unpaid leave
<b>Re-instatement Rights</b>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

\*This cumulative effect will not apply if the Employee has returned to active payroll on a full duty basis for at least ninety (90) days, or if the latter sick leave is due to any injury or illness unrelated to the previous sick leave.

## ARTICLE 18 – MILITARY LEAVE

- (A) The reemployment and seniority status of any Employee, who, while in the active service of the Company, entered the armed services or the Merchant Marine of the United States, will be governed by the provisions of the Selective Training and Service Act of 1948, as amended, now known as the Uniformed Services Employment and Reemployment Rights Act, or other applicable law.
- (B) Time spent on military leave will count as time worked for purposes of seniority, wage rates within the Employee's classification and vacation.
- (C) An Employee granted a leave of absence to go on a tour of duty with the National Guard or other reserve unit will accrue length of service for pay purposes for the period of such leave. The Employee, if he so desires will be able to use any accrued or unused vacation during this leave.

An Employee on military leave at time of furlough, lacking sufficient seniority to exercise options, will be placed on furlough status. The military leave will be terminated until the Employee is recalled at which time the Employee will be reinstated to military leave, if applicable. Appropriate adjustments will be made to Company, Occupational and Pay seniority.

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

ARTICLE 19 – TERMINATION OF EMPLOYMENT

- (A) An Employee furloughed through no fault of his own will be given two (2) weeks' notice in writing or, at the option of the Company, two (2) weeks' of pay at straight-time rates, including his base hourly rate plus any applicable premiums and longevity, in lieu of the notice. This requirement of notice will not apply to a furlough caused by an Act of God or by a strike of the Employees of the Company without giving the notice required by the Railway Labor Act, as amended.
- (B) An Employee who resigns will give the Company two (2) weeks'+ notice of resignation in writing. The Company may, at is option, give the Employee two (2) weeks of pay at straight-time rates, including his base hourly rate plus any applicable premiums and longevity, in lieu of working the notice period.
- (C) In the event an Employee under this Agreement is furloughed, the Company will provide the following continuation of benefits to the Employee and his dependents on the same basis as if he were still an active Employee:
  - (1) Current life insurance coverage for a period of thirty-one (31) calendar days.

ARTICLE 20 – BULLETIN BOARDS

- (A) The Company will provide secure and locked bulletin boards at each station where Employees are employed, marked Transport Workers Union of America, AFL-CIO, and the appropriate Local number, for the posting of official notices of Union activities not inconsistent with the Railway Labor Act. Such notices will bear the signature of an officer of the Union and will not contain anything of a defamatory or personal nature attacking the Company or its representatives.
- (B) The Company will provide bulletin boards as specified and agreed to by the Joint Safety Committee for safety related issues.

## ARTICLE 21 – BEREAVEMENT

- (A) Three (3) days bereavement (BR) leave with pay for death in the Employee's immediate family will be extended to the Employees covered by this Agreement. Immediate family includes mother, father, spouse, eligible domestic partner, sister, step-sister, brother, step-brother, child (dependent and non-dependent), mother-in-law, domestic partner's mother, father-in-law, domestic partner's father, stepmother, stepfather, Employee's grandparents, Employee's grandchildren, legal guardian or documented former legal guardian, or relative who is a resident of the household. To the extent that Company Policy provides more expansive bereavement leave benefits, those benefits will be applied to all Employees covered by this Agreement.
- (B) Upon request the option of up to two (2) days of bereavement (BRU) days without pay will be extended to an Employee, in conjunction with BR days.

ARTICLE 22 – JURY DUTY

- (A) An Employee called for jury duty will be paid as if working for all regularly scheduled hours less the fee received for jury services for actual days served. The Employee will promptly provide his supervisor a copy of the jury summons and also provide a copy of the court's validation of jury service when completed. In the event an Employee is excused (Employee requests not to serve) from jury duty, he will only be compensated for hours verified by the court.
- (1) To allow the Employee to meet his civic obligations the Company will adjust his/her schedule to provide for the number of days of his monthly work schedule.
- (2) If there is a question regarding the application of this provision, the Employee's supervisor shall contact Labor Relations who will establish a telephone conference with the TWU International and the Local President to resolve the matter.



**ARTICLE 23 – ATTENDANCE AT HEARINGS, INVESTIGATIONS OR TRAINING CLASSES**

- (A) When an Employee, covered by this Agreement, is required by the Company to attend hearings or investigations, he will be paid for such time spent at such hearing or investigation in the same manner as though such time were spent at his regular work.
- (B) Any Employee, covered by this Agreement, who is required by the Company to attend training classes during regular working hours will be paid for time spent in attendance at such classes at his regular rate and such time will be deemed as time spent at his regular work for all purposes; provided, however, any time so spent after normal working hours will be classed as overtime and will be compensated for, when attendance is required by the Company, at the applicable overtime rate.
- (C) An Employee required to attend training on any scheduled day off will be compensated for such training at the applicable overtime rate.
- (D) An Employee required to travel on any scheduled day off in connection with training away from his base station will be compensated for such travel time at the rate of time and one-half his regular hourly rate, but in no event less than four (4) hours compensation at applicable overtime rate for such travel during each twenty-four (24) hour period starting with the commencement of travel time. Travel time referred to herein will begin sixty (60) minutes before the scheduled departure of the flight actually taken by the Employee (or any earlier flight for which he stood by) and will end thirty (30) minutes after the actual arrival at the gate of the destination airport.
- (E) An Employee required to travel in excess of eight (8) hours will be compensated for all travel time incurred.
- (F) The Flight Department will issue procedures for per diem (per IRS guidelines), hotel and ground transportation expenses while traveling away from base for Employees covered by this agreement.

ARTICLE 24 – ABSENCE FROM DUTY

- (A) An Employee covered by this Agreement unable to report for duty will, unless prevented by reasons beyond his control, notify his immediate supervisor or other central point set up for reporting purposes by the Company. This notification must be made as far in advance of the scheduled starting time of his shift as possible.
- (B) An Employee covered by this Agreement will not be absent from duty without prior permission, in writing, except for reason of sickness, injury or other cause beyond the control of the Employee.
- (C) The Company acknowledges the right of an Employee to use his sick leave benefit for the purpose intended in the Agreement, as set forth in Article 34 (Sick Leave). Accordingly, no Employee will be disciplined for the use of his sick leave benefit for such purpose.

ARTICLE 25 – PLACEHOLDER

INTENTIONALLY LEFT BLANK

## ARTICLE 26 – FIELD WORK AND OUT OF BASE WORK

- (A) Definitions:
- (1) Field Work is defined as work performed more than twenty (20) miles away from an AA Training Center where instructors are based.
  - (2) Out of Base Work is defined as work performed away from an instructor's home base at an AA Training Center where other instructors are based.
- (B) An Employee who is away from his base station at Company direction will receive reimbursement for expenses at the rate of fifty dollars (\$50) per day without receipts (seventy-five dollars (\$75) International) or actual expenses with receipts for Company approved expenses. The aforementioned expenses do not include lodging and transportation expenses. Employees will be granted expense advances to the extent permitted by Company policy.
- (C) Employees will be furnished Company Space Positive transportation over the Company's system for the purpose of conducting field service. Should an Employee become unable to return to his normal duties because of reasons beyond his control (e.g. weather, flight cancellation, etc.) while traveling on field service, the absence will be considered as a worked day.
- (D) Travel to and from the Field Work on a day off will be pay and credit against the Monthly Bid requirement. Travel Days on a day off will be included in the monthly tally of work days on the Monthly Bid. An Employee required to travel on a regularly scheduled day of work will receive pay and credit for all travel time and work time at applicable straight rates.
- (E) The Company will not normally require an instructor to start travel to Field Work or Out of Base Work any earlier than will reasonably allow the instructor to meet the start time of his work, unless operational needs require an earlier start.
- (F) An instructor may at his option travel to/from Field Work or Out of Base Work on their day off from/to his home location (located within the contiguous 48 states). However, the instructor's pay will be based on the scheduled travel time from an instructor's home base to the work location.
- (G) In cases requiring transportation by air, the company will not require the instructor to fly in a single engine aircraft.
- (H) The Company will reimburse an Instructor for reasonable transportation expenses, supported by receipts, in the event the transportation to and from the airport, hotel and work site is not provided.

ARTICLE 27 – GENERAL

- (A) All orders to and requests from an Employee involving transfers, promotions, demotions, layoff, reemployment, leaves of absence, or anything affecting his pay or status will be in writing.
- (B) Intentionally left blank
- (C) Intentionally left blank
- (D) Intentionally left blank
- (E) The Company agrees to furnish good drinking water, sanitary fountains, and first aid kits; the floors of the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will cooperate in maintaining the foregoing conditions. Restrooms and will be lighted, heated and air-conditioned. At all stations and bases individual lockers will be provided for all Employees. Every effort will be made, as early as possible, to provide space and lockers for Employees at all stations and bases. Additionally, the Union will have the right to confer with the designated Company official on transportation to and from stations.

No Employee will be required to work under unsafe or unsanitary conditions.

- (F) In order to eliminate, as far as possible, accidents and illness. A Joint Safety Committee composed of an equal number of Union representatives, not more than two (2), and Company representatives, not more than two (2), will be established at each location in the system where Employees covered by this Agreement are employed. It will be the duty of the Safety Committee to:
  - (1) Receive and review Company accident, injury and job related illness reports pertinent to the Safety Committee investigation, and make recommendations to prevent recurrence (Safety Committee members will receive copies of available monthly summaries of Employee accidents and injuries and have access, upon request, to specific Company reports resulting from Employee on the job accidents or injuries);
  - (2) Receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations to resolve the hazards and complaints;
  - (3) See that all applicable sanitary and safety regulations are complied with;
  - (4) Make recommendations for the maintenance of appropriate sanitary and safety standards.
  - (5) Intentionally left blank

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

In the event that the Joint Safety Committee is unable, within sixty (60) calendar days, to resolve an issue which has been brought to its attention, either the Company or the

Union may submit the issue to the System Joint Safety Committee which will constitute a board to review the issue(s). In cities where an APC (Accident Prevention Council) exists, the issue will be first submitted to the APC for resolution, prior to sending to the System Joint Safety Committee. The APC Committee will meet a minimum of once per month. The Transport Workers Union will be invited to participate on the APC.

The System Joint Safety Committee will consist of a representative of the Transport Workers Union-International and a representative of the Company's Safety office. If the issue(s) is (are) not resolved by the System Joint Safety Committee, either representative may submit the issue(s) on appeal to the System Board of Adjustment in accordance with the provisions of Article 29(D) of the labor agreement.

- (G) The Company will furnish all necessary safety devices for Employees working on hazardous or unsanitary work, and Employees will be required to use or wear such devices in performing such work. The Company will promptly notify the Employees and the Union of the use of any material, equipment or procedure known to be hazardous to Employees exposed, and the known procedures to control the hazards. The Company will provide the Union with the results of any management or government health and safety survey concerning the Employees represented by the Union.
- (H) The Company will post the agreement for reference and viewing on the Company website. Upon request of the local Union President, 5x7 inch copies of this agreement will be provided to the local Union Officers and accredited Union Representatives of the Local, as identified in Article 29(C).
- (I) The Company will forward to the Director - Air Transport Division of the Union copies of Company regulations expressly referred to in the Agreement. Revisions to these regulations will also be forwarded.
- (J) The Company will forward to the ranking Local Union Representative a copy of the bid/work schedule for the station. This bid/work schedule will include scheduled shift hours and scheduled days off.

- (K) No Employee will be required to participate in a bomb scare investigation (as outlined by Company Systems Operations Control) or hazardous material incident against his wishes. The Company will immediately notify the ranking local union representative when such conditions arise. The Company will provide death and permanent disability insurance coverage for Employees, as set out below, applicable if a bomb explosion or hazardous material incident in or about American Airlines facilities or aircraft is the proximate cause of such death or disability.

Death	\$500,000
Total Permanent Disability	\$500,000
Total Loss or Use of Two Members*	\$500,000
Total Loss or Use of One Member*	\$250,000

\* Member, in this article, is defined as hand, arm, foot, leg or eye.

This insurance will be handled by blanket coverage, and Employees covered thereby will not have to sign individual application forms, except for designation of beneficiary.

- (L) The company will provide free parking areas at all training facilities where the company conducts crew training.
- (M) The company will provide a locking four drawer metal file cabinet for use of the TWU to be placed in a convenient location in the Instructor office area.
- (N) Employees covered under this agreement, while on a test hop or observation flight, will be afforded death and dismemberment insurance, above and beyond their personal elections as set below:

Death	\$100,000
Total Permanent Disability	\$100,000
Total Loss of Two Members*	\$100,000
Total Loss of One Member*	\$ 50,000

\*Member as used herein, is defined as hand, arm, foot, leg or eye.

Test hop or observation flight insurance will be handled by blanket coverage, and Employees covered thereby will not have to sign individual application forms, except designation of beneficiary.

**ARTICLE 28 – NO DISCRIMINATION AND RECOGNITION OF RIGHTS AND COMPLIANCE**

- (A) The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations regarding non-discrimination. Further; the Company and the Union agree that neither shall discriminate against Employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, membership in a uniformed service or status as a disabled veteran.
- (B) The Union recognizes that the Company will have sole jurisdiction of the management and operation of its business, the direction of its work force, the right to maintain discipline and efficiency in its hangars, stations, shops or other places of employment, and the right of the Company to hire, discipline and discharge Employees for just cause, subject to the provisions of this Agreement. It is agreed that the rights enumerated in this Article will not be deemed to exclude other preexisting rights of management not enumerated above which do not conflict with other provisions of this Agreement.
- (C) Any decisions or agreements relating to the interpretation or application of this Agreement made jointly by the Company and the Union will be binding on every individual Employee claiming or entitled to the benefits of this Agreement.
- (D) Except as otherwise provided in this Agreement, all letters of discipline, whether warning or suspension will be removed after a period of two (2) years from date of issuance, unless the Company and the Union agree to a shorter period.
- (E) Copies of the Peak Performance through Commitment (PPC) Program will be available to all Employees upon request. Any changes to the PPC Program will be provided and explained to the Union prior to implementation.
- (F) If the Company documents records of discussion or counseling held with an Employee, the documentation will be on a form designed to ensure that the record accurately reflects the facts and the nature of the discussion or counseling held with the Employee. The Employee will indicate his acknowledgement of the discussion or counseling in the actual record, or, at his option he may place a rebuttal or statement in the actual record. The Employee will be provided a copy of the final actual record.
- (G) Each Employee will have a right to meet with his Supervisor at a mutually agreeable time to discuss his performance and to review his personnel file. At that time, the Supervisor and the Employee will review the personnel file to ensure that the provisions of this Article have been complied with. Should the Supervisor and Employee agree to modifications or deletions to the counseling records, their request and recommendation will be forwarded to the Supervisor's immediate manager, who will review the matter and respond to the Supervisor and the Employee.
- (H) If there is an investigation of sexual harassment and the charged Employee is exonerated of the charges, no entry regarding the charge or investigation will be made



in the counseling records. Any entry previously made will be deleted from the counseling records. In other cases, a counseling record entry, if any, will reflect only the nature of the discussion with the Employee. As always, the Employee has the right to review the counseling record entry and provide any additional information desired.

## ARTICLE 29 – REPRESENTATION

- (A) The Union may select and designate such representatives in the respective fields, stations, shops, and other working units as may be necessary for the purpose of representing the Employees under the terms of this Agreement, or in accordance with the Railway Labor Act, as amended. The number of Union Representatives that will confer with management at any one time on any issue will be equal to the number of management representatives. In meetings convened under Article 29(F), where there is more than one management representative present, one of the Union Representatives will be present to act as a scribe.
- (B) The Union may designate a System Coordinator for the Employees covered by the Agreements between the Company and the Union.
- (C) The Union will notify the Company in writing of the names of its Accredited Representatives designated in paragraph (A) and (B) above and of any subsequent changes to those Representatives. The Company will inform the Union, in writing, of the supervisors with whom these Accredited Representatives will deal and of any subsequent changes to those supervisors.

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

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

This provision will also apply to a Local President with respect to improper application or interpretation of this Agreement affecting a group of Employees within the jurisdiction of his Local Union. The protest will be filed with the appropriate Executive in charge of Flight Training.

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

- (E) If no settlement is reached under Article 29(D), an appeal may be made, in writing, within thirty (30) calendar days to the System Board of Adjustment established under Article 32 (Board of Adjustment) of this Agreement.
- (F) The Union does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of Employees, individually or collectively, in the normal course of work. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal; or when written statements may be required; or of sufficient importance for the Company to have witnesses present, or to necessitate the presence of more than one Company supervisor; or during reasonable cause or post-accident drug/alcohol testing as provided in Article 29(H), the Company will inform the Employee of his right to have Union representation present. The supervisor's record will reflect if the Employee does not desire Union representation.
  - (1) When the Company convenes a meeting under the provisions of Article 29(F), it will, except for rare or compelling reasons, indicate the purpose of the meeting and then provide the opportunity for an Employee and Union representative to confer, for a reasonable period of time. Once the Article 29(F) meeting reconvenes it will continue until concluded by the supervisor.
  - (2) Before written notification of discipline or dismissal is given an Employee, he will be afforded the opportunity to discuss the matter with his supervisor. If he so desires, he will have a Union representative in this discussion. Nothing in this Article will be construed as preventing the Company from holding an Employee out of service pending an investigation, provided the Employee will be paid as if working for all regularly scheduled hours while held out of service, except when he is withheld for:
    - (a) Action constituting a criminal offense, on or off duty.
    - (b) Refusal or adulteration of an alcohol/drug test or verified positive drug or confirmed positive alcohol test from the date on the letter of verification/confirmation.
    - (c) Failure to cooperate with an investigation.
- (G) An Employee covered by this Agreement who is interviewed by a Company Security Department representative as part of a Security Department investigation may, upon request, have a TWU representative present during the interview. If a local TWU official is not readily available after a request, the Company's Security Department will not be required to wait for his availability before conducting the interview. However, the Employee may request the presence of another TWU represented Employee (peer witness) during the interview. The role of the TWU representative or peer witness will

be that of a silent observer only. The representative or witness may in no way interfere nor impede the Security Department's investigation and/or interview.

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

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

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

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

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

### ARTICLE 30 – GRIEVANCE PROCEDURE FOR DISMISSAL/CORRECTIVE ACTION

- (A) An Employee who has passed his probationary period will not be dismissed from the service of the Company or be issued corrective action without written notification of that action. The notification will include the reason or reasons for his dismissal or corrective action.

An Employee who believes that he has been unjustly dealt with as a result of dismissal or corrective action, may submit his written grievance in person or through his representative within ten (10) calendar days of receiving the notification. Such grievance must be submitted to the Chief Operating Officer, with a copy to the appropriate Human Resources Office or Representative. The Executive In Charge of Flight Training or his designee will fully investigate the matter and render his written decision as soon as possible, but not later than twelve (12) calendar days following the receipt of the appeal, unless mutually agreed otherwise. A copy of the written decision will be provided to the Union.

The inability of the Executive In Charge of Flight Training or his designee to complete the investigation and render his decision within twelve (12) calendar days will permit the Union to file directly for arbitration, within the time limits prescribed in Article 30(B). For grievances related to corrective action, this will result in a monetary penalty of eight (8) hours additional pay, as if working, to the grievant. For dismissal cases, this will result in a monetary penalty equivalent to four (4) hours of pay as if working per day until the decision is issued.

Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance.

- (B) If the decision of the Executive in Charge of Flight Training or his designee is not satisfactory to the Employee, the dismissal and decision will be appealed in accordance with (C) below, provided, however, said appeal must be submitted within twenty (20) calendar days of receipt of the decision rendered by the Chief Operating Officer.
- (C) An appeal from the decision of the Executive In Charge of Flight Training will be submitted to the System Board of Adjustment in accordance with Article 32 (Board of Adjustment) which will docket the case. Any dispute as to whether all of the procedural requirements for the appeal have been satisfied, will be determined by the System Board of Adjustment.
- (D) All grievances handled under the procedure provided above will be in writing and will be signed by the Employee whose grievance is being handled. In cases in which the aggrieved Employee authorized his representative to handle his grievance for him, the submission of the grievance or appeal will be accompanied by a statement signed by the Employee fully authorizing his representative to act for him in the disposition of said grievance. Two (2) copies of all grievance answers will be given to the local union.

- (E) If any decision made by the Company under the provisions of this Article is not appealed by the Employee affected through his authorized representative within the time limit prescribed herein for such appeals, the decision of the Company will become final and binding.
- (F) If, as a result of a decision in any of the steps of the grievance procedure, an Employee is exonerated, all related disciplinary records will be removed from the Employee's personnel file. In addition, if he has been held out of service, he will be reinstated without loss of seniority and will be paid at regular rates for his regularly scheduled hours as if working.
- (G) When it is mutually agreed that a stenographic report is to be taken of a System Board of Adjustment hearing, in whole or in part, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings is to be taken, any written record available of the hearing made by either of the parties to the dispute will be furnished to the other party to the dispute upon request, provided that the cost of the written record so requested will be borne equally by both parties to the dispute.
- (H) Upon the request of an accredited Union representative, the Company will inform the Union of its decision of any grievance regarding which a formal hearing or investigation has been held at which the aggrieved Employee was not represented by his accredited Union representative.

## ARTICLE 31 – GRIEVANCE PROCEDURE FOR CONTRACTUAL DISPUTES

(A) An Employee who believes that any provision of this Agreement has not been properly applied or interpreted may submit his grievance in person or through his representative within ten (10) calendar days. The grievance will be presented to his immediate supervisor, who will evaluate the grievance or complaint and render his written decision as soon as possible, but not later than ten (10) calendar days following his receipt of the grievance. Inability of the immediate supervisor to complete the investigation and render his written decision within the respective time limits will permit the Union to move directly to the next step of the grievance process.

(B) If the written decision of the immediate supervisor is not satisfactory to the Employee whose grievance is being considered, it may be appealed within ten (10) calendar days to the Executive in Charge of Flight Training, with a copy to the appropriate Human Resources Office or Representative. The Executive in Charge of Flight Training will fully investigate the facts of the matter and will render a written decision as soon as possible, but not later than ten (10) calendar days, unless mutually agreed otherwise, following his receipt of the appeal. A copy of the written decision will be provided to the Union.

The inability of the Executive in Charge of Flight Training to complete the investigation and render his decision within ten (10) calendar days will permit the Union to file directly for arbitration, within the time limits as prescribed in Article 31(C) and result in a monetary penalty of eight (8) hours additional pay, as if working, to the grievant. Any monetary penalty paid does not cancel or render any judgment regarding the merits of the grievance.

(C) If the decision of the Executive in Charge of Flight Training is not satisfactory to the Employee, the grievance and the decision may be appealed to the System Board of Adjustment, as provided for in Article 32 (Board of Adjustment). The appeal must be submitted by an accredited International representative within twenty (20) calendar days of receipt of the decision rendered by the Executive in Charge of Flight Training.

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

(E) An Employee who has a grievance may present his grievance to his immediate supervisor during regular work hours. An accredited representative of the Union may investigate, discuss and present a grievance of an Employee or Employees during regular work hours without suffering loss of pay for time so spent.

- (F) If any decision made by the Company under the provisions of this Article is not appealed by the Employee affected through his authorized representative within the time limit prescribed herein for such appeals, the decision of the Company will become final and binding.
- (G) When it is mutually agreed that a stenographic report is to be taken of a System Board of Adjustment hearing, in whole or in part, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings is to be taken, any written record available of the hearing made by either of the parties to the dispute will be furnished to the other party to the dispute upon request, provided that the cost of the written record so requested will be borne equally by both parties to the dispute.
- (H) Upon the request of an accredited Union Representative, the Company will inform the Union of its decision of any grievance involving a formal hearing or investigation at which the aggrieved Employee was not represented by his accredited Union Representative.



## ARTICLE 32 – BOARD OF ADJUSTMENT

### (A) System Board of Adjustment

(1) Pursuant to the provisions of the Railway Labor Act, as amended, there is the parties established a System Board of Adjustment for Employees covered by this Agreement.

(2) The Board will have jurisdiction only over disputes between the Company and the Union or any Employee or Employees governed by this Agreement growing out of grievances involving interpretation or application of this Agreement, including disputes over the content of an Employee's personnel file, whether hard copy or electronic, to the extent such information can be used for discipline. The Board will have no jurisdiction, whatsoever, over proposals or disputes relating to general changes in hours of work, rates of pay, rules or working conditions. Proposals relating to general changes in hours of work, rates of pay, rules or working conditions will be handled in the manner provided for in Article 47 (Duration) of this Agreement. Board Hearings may be postponed, in writing, by mutual agreement of the Director of the Air Transport Division and the Vice President – Employee Relations.

(3) The System Board of Adjustment will be composed of a Company member, a Union member and a neutral referee, the latter to serve for an indefinite term; however, either party may cause the services of the neutral referee to be terminated at any time except as to cases already submitted to him by giving written notice to the other party and to the neutral referee.

(4) If a neutral vacancy occurs and the Company and the Union cannot agree on a successor within fifteen (15) calendar days, unless extended by mutual agreement the American Arbitration Association will be requested to select a neutral in the manner described in Rule 12 of its Voluntary Labor Arbitration Rules, as amended.

(5) The System Board will hear and determine all disputes properly before it, including those disputes as to whether all of the procedural requirements for appeal to the Board have been satisfied, or whether the case is within the jurisdiction of the System Board of Adjustment.

### (B) Procedures Generally Applicable to the Board

(1) The System Board will meet in the city where the general offices of the Company are maintained (unless a different place of meeting is agreed upon by the parties to the dispute).

(2) The Company and Union will at all times have their respective board members available at the convenience of the neutral referee, and alternate members will be provided by the Company or Union, as the case may be, whenever its regular board member is not available. If an alternative member is not provided within a reasonable period of time, the neutral referee will proceed with the hearing and decision of the

matters before the Board without participation by the absent member, and the decision of the neutral referee will constitute the decision of the Board.

(3) All disputes referable to the Board will be sent to the System Board.

(4) The Chairman and Vice Chairman of the General Board through the System Board Administrator will set the hearing dates (providing notice thereof to the parties). All cases will be set for hearing promptly in order to keep the number of cases docketed to a minimum. Unless the parties agree otherwise, the case with the lowest docket number pending before a Board will be scheduled first. The aforementioned scheduling procedure will be followed until there are a sufficient number of cases scheduled to insure full days of hearing. Cases so scheduled but not heard for lack of time will be rescheduled in accordance with the above scheduling procedure.

The parties recognize that as the scheduling of cases takes place well in advance of dates of hearing, those cases rescheduled due to lack of hearing time may be out of numerical sequence with those already scheduled.

If the designated Company representative and the designated Union representative for the Board jointly consider a case of sufficient urgency and importance to warrant an expedited hearing, a hearing will be scheduled within fifteen (15) calendar days, unless shortened or extended by mutual agreement, of their decision to expedite the case.

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

(a) The name, personnel number, job classification, and the number of the Local Union for the Employee(s) involved.

(b) A statement that the provisions of Articles 29, 30, and/or 31 have been exhausted.

(c) A statement of the nature of the dispute, including the articles in question, and whether the dispute involves discipline/discharge or a contract interpretation or application.

(d) The position or contention of the party filing the submission.

(e) The remedy sought.

The written appeal will be sent to the International TWU in the form of a petition. The International TWU will assign a case number and forward the appeal and two (2) copies, with the case number noted on each, to the Employee Relations Department. The scheduling of cases to be heard before the Boards is an administrative matter addressed by mutual agreement between the Union and the Company.

(6) A petition will be served upon the other party, who will have the right, within fifteen (15) calendar days after receipt to file a written answer.

(7) Three (3) copies of each petition and answer will be delivered to the office of the System Board, HDQ American Airlines, which will file the original, and transmit one (1) copy thereof to each member of the appropriate Board.

(8) Employees and the Company may be represented at Board hearings by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing or both. The advocates will exchange all documents they may enter and the names of witnesses they may call in their direct case no later than ten (10) calendar days prior to the date set for the hearing. Nothing in this paragraph will require either advocate to present the documents or the witnesses provided above during the course of the hearing. The advocates will not be restricted from entering documents or calling witnesses that become known subsequent to the ten (10) calendar day exchange, provided a minimum of forty-eight (48) hours' notice is provided to the other advocate and copies are submitted to the other advocate prior to the presentation of the direct case. The advocate receiving the late document or witness has the option to postpone the hearing in light of the new document or witness.

(9) Upon the request of either party to the dispute, or of two Board members, a Board will summon witnesses to testify at Board hearings. The Company will cooperate to ensure that all witnesses summoned by the Board will appear in a timely fashion. Reasonable requests by the Union for Employee witnesses will be honored. The requests for witnesses will normally not exceed those who can be spared without interference with the service of the company. Disputes arising from this provision will be immediately referred to the Director of the Air Transport Division and the Vice President of Employee Relations, or their respective designees, for resolution.

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

(11) The failure of a Board to decide a dispute under the procedure established in this Article will not serve to foreclose any subsequent rights or procedures which the Railway Labor Act, as amended, may provide with respect to the settlement of such disputes, and nothing in this Agreement will be construed to limit, restrict or abridge the rights or privileges accorded to either the Employees or to the employer, or to their duly accredited representatives, by said Act.

(12) Board findings and decisions will be stated in writing and will be rendered within thirty (30) calendar days from the close of hearing, unless such period is extended by agreement of the parties to the dispute. In each case a copy of the finding or decision will be furnished the Company, the Union and such Employee or Employees as are parties to the dispute. If a dispute arises as to the interpretation of the finding or decision, then, upon request of the Company, the Union or the Employee or Employees that are parties to the dispute, the Board will interpret the finding or decision.

(13) The System Board will keep complete and accurate records of all matters submitted to it and of all findings and decisions made. A stenographic record at the Board will be taken if requested by either party to the dispute. In the case, the cost of the record will be borne by the requesting party. The other party, upon request, will be furnished a copy of the record, in which case the cost of that record will be borne equally by both parties to the dispute.

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

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

(16) The Board, upon agreement of a majority of its members, will have the authority to incur expenses necessary for the proper conduct of the business of the Board. Those expenses, as well as the expense of each neutral referee, will be shared equally by the parties hereto. Union board members who are Employees of the Company will be granted necessary leaves of absence for the performance of their duties as board members. So far as space is available, the board members will be furnished free transportation over the lines of the Company for the purpose of attending Board meetings to the extent permitted by law.

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

(C) Procedures for Finalizing Awards

The following procedures are provided in order to standardize the arbitration process and avoid any controversy regarding the deliberations and discussion associated with the publication of System Board of Adjustment awards:

- (1) Executive sessions for every case should take place at the conclusion of the hearing or at such time as agreed upon by a majority of the Board at the conclusion of the hearing. This postponed executive session may be necessary due to the submission of briefs or other post-hearing issues and should be the exception, not the rule.
- (2) An arbitrator's draft decision, distributed to the Board unsigned, may be changed to any extent agreeable to a majority of the Board. A written decision, once executed and signed by the neutral arbitrator, may only be modified as to content by agreement of all Board members.
- (3) The Board members are not to discuss the decision of the Board with anyone other than the Board members prior to the publication of the award by the Administrator of the System Board.
- (4) No ex-parte communication concerning the case (that is, discussion held without the presence of the full Board) is permitted at any time.
- (5) The details of the Board's deliberations must be held confidential by virtue of the Board's intended neutrality. No Board member should divulge the nature or content of the discussions held between the Board members in reaching their decision.
- (6) The System Board distribution policy will include sending System Board decisions directly to the TWU International, the Vice President of Employee Relations and to the Local Union involved who will then notify the grievant.

ARTICLE 33 – NO STRIKE/NO LOCKOUT

- (A) It is the intent of the parties to this Agreement that the procedures in this Agreement will serve as a means of amicable settlement of all disputes that may arise between them. Therefore:
- (1) The Company will neither cause nor permit a lockout during the life of this Agreement.
  - (2) Neither the Union nor the Employees will engage in a strike, sit- down, walkout, stoppage, slowdown, or curtailment of work for any reason during the life of this Agreement.

## ARTICLE 34 – SICK LEAVE

- (A) Employees who have completed their probationary period shall be credited with one (1) day of sick leave accrual for each full month of active service retroactive to their date of employment up to a maximum of ten (10) days. Upon being credited with the initial credit of sick leave, Employees will thereafter accrue one (1) day of sick leave for each calendar month of Service with the Company, up to a maximum of ten (10) days in any calendar year. Accrual of sick leave during the time an Employee is absent without pay will be in accordance with Article 17 (Leaves of Absence).
- (B) Total accumulative sick leave credit shall not exceed two hundred (200) days. Upon retirement accrued sick leave may be used in accordance with paragraph (J).
- (C) Except as specified in this Article, only sick leave which is not compensable under the applicable Worker's Compensation Laws will be paid for from his accrued sick leave. Payment will be based on the Employee's regular daily rate (including all applicable differentials, premiums and overrides).
- (D) When an Employee has a sick leave balance, it will not be the policy of the Company to require a slip from his doctor stating treatment for an illness or injury for all absences of one (1) to three (3) days in order for an Employee to be eligible for sick leave pay, however, the Company reserves the right to require such doctor's slip whenever circumstances indicate suspected abuses of the sick leave policy.
- (1) Any Employee suspected of abusing sick leave and who may be required to furnish a doctor's slip stating that he was treated for an illness or injury will first have the circumstances leading to the suspicion fully discussed with him. He may, if he so desires, have a Union representative present during such discussion. Subsequent to this discussion, if the Company decides that a doctor's slip is required, he will be given written notice of this requirement. Upon request of the Employee, the specific reasons for the suspected abuse will be supplied to him, in writing. The requirement for this slip from the doctor will expire ninety (90) calendar days from the effective date of the written notice.
- (2) Upon request of the Local Union President any Employee claiming harassment as a result of being required to furnish a doctor's slip will have the opportunity to present his written claim for relief to a panel composed of the Vice President-Labor Relations and the International Vice President ATD, TWU, or their respective designees.
- (3) The panel will then investigate the allegation and promptly render a decision without the formality generally attendant a System Board hearing.
- (4) In the event the Employee's claim of harassment is determined to be valid, the Employee will have one (1) day added to his sick leave accrual. In the event it is determined to not be valid, the Employee will forfeit one (1) day from his sick leave account.

- (E) When Employees, including probationary Employees, are absent due to illness or injury, Pay seniority will continue to accrue for a period not to exceed thirty (30) calendar days for any unpaid period of absence.
- (F) During an Employee's absence due to an occupational illness or injury compensable under the applicable Worker's Compensation Law, he will receive from the Company the following benefits:
- (1) For the first ten (10) workdays absent, the difference between his regular pay (including shift differential) and Workers' Compensation payments;
  - (2) At the conclusion of the period referred to in (1) above, a disabled Employee drawing Worker's Compensation may, at his option, draw upon his accrued sick leave up to the extent of his accrual at the rate of up to one-half regular pay (including shift differential). Provided, however, the sum of such Worker's Compensation weekly payments plus such sick pay benefits will not exceed the Employee's regular weekly pay (including shift differential). Corresponding deductions will be made from his available sick leave accrual. Deductions will be to the nearest 0.1 of a day up to a maximum of one-half day of sick leave.
- These benefits will be in lieu of any other payment provided for in this Article for all absences due to the same illness or injury.
- (G) In the event that the Company challenges the payment of benefits under Section (F) above, occurring during the statutory waiting period under the applicable state Worker's Compensation Laws, the Employee will receive pay continuance (regular pay, including shift differential) from the Company up to the maximum days provided in the waiting period.
- The challenged payment by the Company will be resolved in the following manner:
- (1) The Company, or the Employee, may within seven (7) calendar days, appeal through a review panel composed of a representative of the TWU International and the Vice President-Employee Relations which will hear and resolve the case. The panel will be limited to determining whether the pay continuance, made to the Employee under this provision, will be considered a benefit under Section (C) or Section (F) of this Article, or whether the Employee should return to the Company the benefit he received under this provision. In the event the panel is unable to resolve the issue, the case may be submitted to the System Board of Adjustment for final and binding resolution.
  - (2) If the Company or the Employee fails to appeal the challenged payment, the pay continuance benefit will be considered payment under Section (D), of this Article and will be charged to the sick leave benefit.
- (H) The Employees and the Union recognize their obligations to prevent absence for reasons other than illness or injury, or other abuse of the sick leave privilege.



- (I) Upon the Employee's effective date of retirement as defined in American Airlines policies, a lump sum payment for unused sick leave, if any, will be made to each Employee entitled thereto. If an Employee dies prior to retirement the Employee's beneficiary or estate will receive a lump sum payment for all unused sick leave. Unused sick leave referred to in this paragraph will mean those days credited or accrued in each calendar year and not used by the Employee up to the date of retirement or death.
- (J) For unused sick leave up to a maximum of two hundred (200) days, the Company will pay an Employee covered by this Agreement, sixty-one dollars and twenty cents (\$61.20) per day.

ATTACHMENT 34.1 – EMPLOYEE CLAIMING HARASSMENT AS A RESULT OF  
DOCTOR’S SLIP REQUIREMENT

INCORPORATED INTO ARTICLE 34 PARAGRAPH (D)(2), (3) AND (4)

ARTICLE 35 – PLACEHOLDER

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ARTICLE 36 – PLACEHOLDER

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## ARTICLE 37 – SEVERANCE ALLOWANCE

- (A) Any Employee with one (1) year or more of service who is furloughed for reasons other than those in paragraphs (B), (C) and (F) will receive severance allowance as provided in paragraph (E), subject to the limitations in this Article.
- (B) Severance allowance will not be paid for furloughs of less than four (4) months' duration, which are due to seasonal schedule reductions.
- (C) Severance allowance will not be paid if the furlough is the result of an Act of God, a national war emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of the Company's aircraft for safety reasons, dismissal for cause, resignation, retirement, or a strike or picketing causing a temporary cessation of work.
- (D) At the time of furlough, the Company will advise the Employee in writing of the reasons for his release and whether it is for reasons outlined in Article 37(A), (B) or (C). If the Employee is released for reasons in Article 37(A), he will be eligible for the immediate payment of the severance allowance as provided in this Article. If the Employee is released for reasons in Article 37(B), and if at the expiration of four (4) months from the date of furlough he is not offered reemployment in other than a temporary job in accordance with Article 16, his furlough will be presumed to have been caused by factors covered in Article 37(A), and he will become entitled at that time to severance allowance, as provided in this Article. Temporary work, which does not exceed a continuous period of forty-five (45) calendar days, will not be considered as breaking the four-month period of furlough.
- (E) The amount of severance allowance payable under this Article to Employees eligible is contained in the following table and will be based on length of compensated service with the Company from date of employment and will be in addition to all other benefits in this Agreement.
  - (1) Severance for part-time Employees will be based on the Employee's Company seniority and the scheduled hours at the time of furlough. If the Employee's scheduled hours have been reduced within sixty (60) calendar days of the furlough notice, an average of the previous six (6) months scheduled hours will be used to determine the "scheduled" hours for the purposes of pay.
  - (2) A week of severance allowance will be computed on the basis of the Employee's regular straight-time hourly rate at the time of furlough, multiplied by forty (40) hours for full time but for part time hours as outlined above.

<b>If Employee has completed:</b>	<b>Severance Allowance:</b>
1 year of service	3 weeks
2 years of service	3 weeks
3 years of service	4 weeks
4 years of service	5 weeks
5 years of service	6 weeks
6 years of service	7 weeks
7 years of service	8 weeks
8 years of service	9 weeks
9 years of service	10 weeks
10 years of service	11 weeks
11 years of service	12 weeks
12 years of service	13 weeks

- (F) If the Employee is not reemployed by the Company within four (4) months from the effective date of his furlough, and he has at least one year’s seniority as of the date of furlough, he will be entitled to an additional two (2) weeks’ severance allowance. In the event an Employee is recalled to work under Article 16 (Recall) before the expiration of four (4) months from the date of his furlough and is again furloughed, he will be entitled to the additional two (2) weeks’ severance allowance if he is not reemployed by the Company within four (4) months from the effective date of the subsequent furlough.
- (G) Severance allowance will not be granted when (1) the Employee elects to exercise his seniority to remain with the Company in his own or a lower classification in accordance with Article 15 (Reduction in Force); (2) he has, within four (4) months of furlough, been offered a job in accordance with Article 16 (Recall), and has refused the job; or (3) he accepts any other employment offered by the Company prior to the expiration of four (4) months from the date of furlough.
- (H) An Employee recalled to work under the terms of Article 16 (Recall), who is again furloughed under conditions that would entitle him to severance allowance, will be entitled to the amount specified for his years of compensated service with the Company in accordance with Article 37(E), less the dollar amount received on the occasion of the previous severance, provided that the dollar amount deduction will not be made if the Employee completes at least one (1) additional year of compensated service with the Company from the date on which he reported for duty upon the occasion of the prior recall.
- (I) An Employee who has been given severance allowance at the time of furlough and who is rehired in less than the number of weeks covered by the severance allowance (plus an additional two (2) weeks if he also received two (2) weeks’ pay in lieu of notice) will have the amount of overpayment deducted from his subsequent earnings.

- (J) An Employee who has been reemployed under the conditions outlined in Article 37(H) and (I) will retain all seniority and length of service credit for pay and other purposes accrued prior to the date of his severance.

## ARTICLE 38 – UNION SECURITY

- (A) All Employees covered by this Agreement will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties), or agency fees in accordance with applicable law. An Employee may have his membership dues deducted from his earnings by signing the form "Assignment and Authorization for Check-Off of Union Dues", also referred to as "Check-Off Form," or, if no such authorization is in effect, he must pay his initiation fee and membership dues directly to the Union.
- (B) All new Employees of the Company hired on or after the effective date of this Agreement will become members of the Union sixty (60) calendar days after the date of employment with the Company and will, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying initiation fees and membership dues, or in lieu of maintenance of membership, agency fees in accordance with applicable law. The Company will supply each Local Union with the name, personnel number, and work location of any new Employee or transferee covered under this Agreement within fifteen (15) calendar days of the actual report date of said Employee. The Company will allow the Union an opportunity during local orientation to meet with new Employees and transferees regarding Union matters.
- (C) If any Employee who has resigned from the Company or has been furloughed is reemployed or recalled, he will be considered as a new Employee for the purposes of this Article and will be governed by the provisions of paragraph (B).
- (D) Employees who are or become members of the Union under paragraphs (A) or (B) above will pay membership dues as set forth in this Article, except that payment for membership dues will not be required as a condition of employment during leaves of absence without pay or during periods of transfer to a classification or position not covered by this Agreement.
- (E) "Member of the Union", for the purpose of this Article, will mean any Employee who is a member of the Union and is not more than sixty (60) calendar days in arrears in the payment of the initiation fee and membership dues as specified herein or agency fee payer not more than sixty (60) calendar days in arrears in the payment of his fees.
- (F) When an Employee who is a member of the Union becomes delinquent within the meaning of paragraph (E) above, the following procedure will apply:
  - (1) The Director of the Air Transport Division of the Union will notify the Employee in writing, certified mail, return receipt requested, that he is delinquent in the payment of the initiation fee and membership dues or agency fees, as specified herein, and accordingly, is subject to discharge as an Employee of the Company. The letter will also notify the Employee that he must remit the required payment within fifteen (15)



calendar days of the date of mailing of the notice, or be subject to discharge. This provision will be deemed to be complied with if the Union sends, but the Employee refuses the above mailing.

(2) If, upon the expiration of the fifteen (15) calendar day period, the Employee still remains delinquent, the Director of the Air Transport Division of the Union will certify, in writing, to the Vice President-Labor Relations of the Company, copy to the Employee, that the Employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President-Labor Relations, after being presented with the appropriate documentation, will then take proper steps to discharge such Employee from the services of the Company.

(3) An Employee discharged by the Company under the provisions of this paragraph will be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.

(G) Any discharge under the terms of this Article will be based solely upon the failure of the Employee to pay or tender payment of initiation fee and membership dues or agency fees, as specified in this Article, and not because of denial or termination of membership in the Union upon any other ground.

(H) Any grievance by an Employee concerning the interpretation or application of the provisions of this Article will be subject exclusively to the following procedure:

(1) An Employee who believes that the provisions of this Article pertaining to him have not been properly interpreted or applied may submit his request for review, in writing, within five (5) calendar days from the date the grievance arises, except that a grievance arising under paragraph (F) (1) must be filed within the fifteen (15) calendar day period specified in that paragraph. The request will be submitted to his immediate supervisor who will review the grievance and render his decision, in writing, not later than five (5) calendar days following the receipt of the grievance.

(2) The immediate supervisor will forward his decision to the Employee with a copy to the Local Union Accredited Representative. If the decision is not satisfactory to both the Employee and the Union, then either may appeal the grievance directly to the System General Board of Adjustment, established under Article 32 of this Agreement, within ten (10) calendar days from the date of the decision. The terms and provisions of such Article will be applicable, except as otherwise specified in this Article.

(3) If the Union should appeal the decision to the System General Board of Adjustment, it will prepare a joint submission of the grievance setting forth the Union's and the Employee's position and forward copies to the Employee, the Vice President-Labor Relations of the Company and to the members of the System Board of Adjustment. If the Employee should appeal the decision, he may request the Vice President-Labor Relations to prepare the submission papers on his behalf for the System Board of Adjustment. In this event, the request will be made by the Employee, in writing, to his immediate supervisor who will transmit, through the local Manager all

facts, data and information concerning the grievance, together with a copy of the decision from which appeal is taken. The Vice President-Labor Relations will forward copies of the Employee's separate submission to the Employee, the local Manager, the Director of the Air Transport Division of the Union and to the members of the System Board of Adjustment.

- (4) During the period a grievance is filed under the provisions of this paragraph and until after final award by the System Board of Adjustment, the Employee will not be discharged from the Company because of noncompliance with the terms and provisions of this Article. In the event the Employee's grievance is denied because he has not tendered dues owed under this Article, he will be considered discharged for cause. In any proceeding under this Article, the Employee, the Company, and the Union will be allowed to present any facts or arguments supporting their positions concerning proper application of this Article.
- (I) The Union agrees that it will indemnify the Company and save the Company harmless from any and all claims which may be made by the Employee or Employees against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.
  - (J) The Company will not interfere with, restrain or coerce Employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.
  - (K) The Union agrees that neither the Union nor its members will intimidate or coerce any Employee in respect to his right to work, the proper exercise, performance, or implementation of his duties and responsibilities with the Company or in respect to Union activity or membership. Further there will be no solicitation of Employees for Union membership on Company time. The Union further agrees that the Company may take disciplinary action for any violation of this provision.
  - (L) During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union and remit to the Union membership dues uniformly levied in accordance with the Constitution and By-laws of the Union and as prescribed by the Railway Labor Act, as amended, provided such member of the Union voluntarily executes the following agreed-upon Check-Off Form. This form will be prepared and furnished by the Union.

ARTICLE 39 – FITNESS FOR DUTY

- (A) An Employee shall be required to submit to a Company paid physical/mental examination at the time of employment and at any time at least two (2) members of Departmental Management should determine that an Employee's physical or mental condition may impair the performance of his duties or pose a safety hazard to himself, other Employees, or customers. The Employee, upon request, shall be furnished a copy of the Company's medical examiner's report.
- (B) An Employee absent from work pursuant to Article 39, will be compensated from his existing sick bank. If the physical/mental examination results in the Employee being deemed fit for duty, such compensated sick time will be returned to the Employee's sick bank.

ARTICLE 40 – RETIREMENT BENEFITS

- (A) The Company has maintained a retirement plan for the employees for a number of years. The full text of “The Retirement Benefit Plan of American Airlines, Inc. for Employees Represented by the Transport Workers Union of America, AFL-CIO” (successor to “The American Airlines, Inc. Retirement Benefit Plan for Maintenance and Related Employees”) ("Plan") is on file with the Company and is available to the employees in accordance with government regulations. The Plan has been amended to enhance and clarify benefits over time. The Plan is frozen effective 11:59 p.m. on October 31, 2012.
- (B) The following changes to the Plan were made by Letter dated 08/09/80.
- (1) For an employee member who was first eligible to join the Plan prior to January 1, 1956, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service.
  - (2) For the employee member who was first eligible to join the Plan between January 1, 1956 and April 1, 1978, credited service will be counted from the January 1st or July 1st following his or her completion of one year of Company service and the attainment of age twenty-five (25).
  - (3) For the employee member who was first eligible to join the Plan April 1, 1978 or later, credited service will be counted from the first of the month coincident with or next following his or her completion of one year of Company service.
  - (4) After December 31, 1976, credited service will not include periods of unpaid hours in excess of one hundred eighty (180) hours in a calendar year. A leave of absence for Union business for which the employee member has been paid by the Union will be counted as credited service for the Plan.
- (C) The following changes to the Plan were made by Letter dated 08/01/85.
- (1) Effective for employees who are on the active payroll on September 1, 1985, Credited Service under the Retirement Benefit Plan will include any periods of employment during which an employee would have accrued Credited Service if the age 25 eligibility restriction had not existed in prior years. Credited Service will be counted from the January 1st or July 1st following completion of one (1) year of Company service.
  - (2) For purposes of the preceding paragraph, "on the active payroll" means actually at work. It will also include employees who retire from the active payroll in the calendar month preceding September 01, 1985, those who are on a paid sick or vacation period, on an overage leave, or on a Union leave on September 01, 1985. It does not include

employees who are on a personal leave of absence, unpaid sick leave, or other unpaid absence from work on September 01, 1985, unless they actually return to work.

- (D) The following changes to the Plan were made by Letter(s) dated 05/05/89.
- (1) A new vesting schedule will apply to employees who perform at least one hour of service for which they are paid on or after January 1, 1990.
  - (2) The new vesting schedule will provide that such employees will become 100% vested after completing five years of vesting service as defined in the plan. Prior to completing five years of vesting service, employees will have 0% vested benefits.
  - (3) Rules for counting vesting service and for applying breaks in service remain unchanged from the current plan.
  - (4) The Company agreed to retroactively credit all pensionable hours worked past age 65 for TWU represented employees who retire from the active payroll after January 1989.
- (E) The amendments covered in Article 40(E) will be applicable only for those members classified as "Maintenance & Related", who are on active payroll or on an approved leave of absence with recall rights as of 03/01/01 and whose benefits commence on or after the first day of the month following 03/01/01.
- (1) Final Average Compensation  
The compensation used for calculating a member's retirement benefit will be the average of the highest forty-eight (48) consecutive months of pay out of the one hundred and twenty (120) consecutive months of pay preceding the date of retirement. The definition of the compensation used to determine the forty-eight (48) and one hundred and twenty (120) month periods is unchanged. Various formulas exist for benefits, e.g.,  $1.667 \times \text{Final Average Earnings} \times \text{Years of credited service}$ , which are also unchanged.
  - (2) Eligibility For Benefits – Early Retirement  
A member will be eligible for early retirement on or after attaining the earlier of:
    - (a) age 55 and fifteen (15) years of credited service; or
    - (b) age 60 and ten (10) years of credited service.
  - (3) Early Retirement Benefits  
Pension benefits determined as of early retirement will be reduced 3% for each year that the member is less than age 60.
- (F) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.
- (G) After October 31, 2012, no further benefits will accrue under the Plan. Benefits for current employees who are participants in the Plan will be determined based on their

pension accrual calculated as of October 31, 2012, and no new participants will be added to the Plan after October 31, 2012. This pension freeze will not result in the loss of any pension benefits accrued through October 31, 2012. Service performed after October 31, 2012, will not be counted for any purpose except as otherwise required by law. The benefits accrued as of October 31, 2012, will remain obligations of the Plan and its related trust on behalf of existing Plan participants and will be paid in accordance with the terms of the Plan.

- (H) Subject to paragraph (G), the Company will continue to maintain the Plan and its related trust. The Company may amend the Plan, from time to time, as it determines in its sole discretion to be necessary or appropriate to implement the pension freeze described in paragraph (G) or to maintain the Plan's tax-qualified status or otherwise comply with applicable Federal law.
- (I) Unless specified otherwise, the terms outlined herein will be effective for pay received on or after November 21, 2016 for LAA Instructors and January 1, 2018 for LUS Instructors. All eligible TWU members covered under this agreement ("TWU Instructor members") will participate in the American Airlines, Inc. 401(k) Plan ("American 401(k) Plan"), which was previously entitled the Super Saver - A 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries, a tax qualified, defined-contribution retirement plan under Section 401(a) of the Internal Revenue Code ("Code"), with a cash or deferred arrangement that qualifies under Section 401(k) of the Code, that complies with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or an equivalent plan. The Company, subject to any laws limiting the amount of benefit which can be contributed to or accrued under a plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended from time to time, and its regulations, will provide contributions to eligible TWU Instructor members under the American 401(k) Plan.
  - (1) Auto-Enrollment
    - (a) Effective no later than January 1, 2017, as determined in the sole discretion of the Company, TWU Instructor members who do not have a contribution election on file not less than 30 days prior to that date will be auto-enrolled at an Employee Before-tax Elective Contribution rate of three percent (3%) of Compensation, as defined in the American 401(k) Plan. TWU Instructor members who have a contribution election on file as of January 1, 2017 will remain enrolled in the American 401(k) Plan and their contribution election will remain in place.
    - (b) All new TWU Instructor members hired at American Airlines shall be auto-enrolled at an Employee Before-tax Elective Contribution rate of three percent (3%) of Compensation, as defined in the American 401(k) Plan. Auto-enrollment will occur as soon as administratively feasible but not less than thirty (30) days following the TWU Instructor member's hire date.

- (2) Employer Contributions
  - (a) Eligible TWU Instructor members participating in the American 401(k) Plan shall receive Employer Matching Contributions in an amount equal to one hundred percent (100%) of the member's Employee Before-tax Contributions and Employee Designated Roth Contributions up to a maximum Employer Matching Contribution equal to five and one-half percent (5.5%) of their Eligible Compensation.
- (3) Eligibility
  - (a) TWU Instructor members participating in the American 401(k) Plan must complete one (1) year of service, as defined in the American 401(k) Plan, to be eligible to receive Employer Matching Contributions.
  - (b) All new TWU Instructor members hired on or after DOS must complete one (1) year of service, as defined in the American 401(k) Plan, to be eligible to receive Employer Matching Contributions.
- (4) Vesting
  - (a) TWU Instructor members must complete two years of vesting service, as defined in the American 401(k) Plan, to be one hundred percent (100%) vested in their Employer Matching Contributions.
- (5) The Company reserves the right to amend the American Airlines, Inc. 401(k) Plan and the Employee Savings Plan at the Company's sole discretion, provided it will not diminish the benefits as outlined in this agreement.
- (6) The American Airlines, Inc. 401(k) Plan and the Employee Savings Plan are not incorporated in this Agreement.

**ARTICLE 40.1 – CHARGE FOR PRE-RETIREMENT SURVIVOR BENEFIT**

From: Mark Johnson  
To: John Orlando  
Re: Pre-retirement Survivor Benefit Charge  
Revised March 1, 2001  
October 19, 1995

This letter follows up our conversation of today regarding the charge for the pre- retirement survivor benefit.

The Retirement Equity Act of 1984 mandated that pension plans provide a benefit for the surviving spouse of an Employee who dies vested, but prior to retirement. This is known as the Qualified Pre-retirement Survivor Annuity (QPSA). Because this requirement adds to pension costs, employers are allowed to recover the cost by reducing the Employee's pension at retirement. The AA reduction at retirement for QPSA coverage does not fully cover the cost of providing this benefit. QPSA coverage is still heavily subsidized by American.

QPSA coverage is mandatory and automatic unless the Employee and spouse sign a waiver. The benefit and how the charge is calculated are explained in detail in the Summary Plan Description. The calculation is based upon a percentage by age for the number of years coverage was in effect. There is no charge for providing the coverage past age 65, although the Employee is charged for those years under age 65. Once an Employee is at least age 55 with 15 years of credited service or age 62 with 10 years of credited service, the charge also stops accumulating. The charge is based only on the mandatory 50% survivor benefit. Employees who have elected a larger survivor benefit are not charged more.

Since the actual QPSA calculation is complex and can only be done accurately when a exit date has been established, for estimate purposes only we show a uniform \$20 monthly reduction. We use \$20 because we rarely see a QPSA reduction of \$20 or more, for simplicity in preparing estimates, \$20 is shown on all estimates, even for Employees who never had the coverage, or will not be charged this exact amount.

At retirement those Employees who never had coverage will, of course, have no reduction. For those who were covered, the reduction will be individually calculated based on their age and years of coverage.

As we discussed, normally about 300 TWU members retire each year. However with the early out, we may be asking as many as 7,000 TWU members to take a close look at their pension plan. Although the QPSA explanation has been in the Summary Plan Description, with this kind of scrutiny we are learning that we can improve how we communicate very important, but unfortunately often very technical pension information.

Thank you for bringing this issue to my attention and I hope this explanation is helpful. Please let me know if you have any questions.

(Signed original on file)



## ARTICLE 41 – INSURANCE

The following represents the terms of the medical and life coverage for eligible active TWU Instructor Employees under The Group Life and Health Benefits Plan for Employees of American Airlines, Inc. (“Medical Plan”) (with said medical coverage being referred to herein as “Active Medical Coverage”) and, TWU Instructor Employees retiring on or after November 1, 2012 under The Group Life and Health Benefits Plan for Retirees of American Airlines, Inc. (“Retiree Medical Plan”)(with said medical coverage being referred to herein as “Retiree Medical Coverage”). This coverage replaces and supersedes the previous medical and dental plan provisions.

(A) Life Insurance

For TWU Instructor Employees whose base monthly salary is one thousand five hundred dollars (\$1,500) or over, her/his basic coverage shall be two (2) times her/his base annual salary taken to the next higher multiple of one hundred dollars (\$100), but not more than seventy thousand dollars (\$70,000).

(B) Medical and Dental Plan

Active TWU Instructor Employees Medical Coverage effective as soon as administratively practicable following ratification:

(1) The Company will offer two (2) medical options in the Medical Plan subject to Paragraph 12: (i) the Standard option; and, (ii) the Core medical option which is a Health Savings Account-compatible medical option. The Company reserves the right to amend the Medical Plan at the Company’s sole discretion, with the exception of:

- (a) The Standard medical option design features in the Chart of Active Medical Coverage Option Design Features in Paragraph (B)(10);
- (b) The Employee contribution methodology for the Standard and Core medical options described in Paragraphs (B)(4) and (B)(6);
- (c) Changes noted in Paragraph (B)(5);
- (d) The right to purchase dental coverage as offered by the company.

(2) To the extent the Company is offering the Value medical option in any plan year to Employees, Employees eligible to enroll in the Standard or Core medical options will be eligible to enroll in the Value medical option. The Company reserves the right to amend or terminate the Value medical option, at its sole discretion.

(3) To the extent feasible, advance notice of material Medical Plan changes will be provided to the TWU Instructor prior to implementation. At least thirty (30) days prior to the distribution of the Active Medical Coverage annual enrollment materials, the Company will provide the TWU Instructor with a copy of the data, assumptions and

methodologies used to calculate Employee contributions under the Standard and Core medical options.

(4) Aggregate Employee contributions for the Standard and Core medical options for 2017 and thereafter will be twenty-one percent (21%) of the total projected cost of each forecasted year of healthcare expenses for these two (2) medical options (which include medical/prescription and administrative expenses) as calculated by the Company. Employee contributions for the Standard and Core medical options will increase with medical inflation with Employee contributions set as explained above. The Value medical option inflation and Employee contributions will be calculated separately from the Standard and Core medical options.

(5) The Standard medical option annual In-Network deductible will increase by fifty dollars (\$50.00) in 2017 until the In-Network deductible reaches eight-hundred and fifty dollars (\$850.00) for single coverage and the family In-Network deductible will increase by one-hundred and fifty dollars (\$150.00) in 2017 until it reaches two thousand five hundred and fifty dollars (\$2,550) for family coverage.

(6) Chart of Coverage Tiers:

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

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

(7) Legacy US Airways TWU Instructor Employees hired prior to the date of ratification will maintain coverage under the US Airways Medical and Dental Plans through December 31, 2017. Effective January 1, 2018, the US Airways Medical and Dental Plans (PPO100/80, PPO90/70, PPO80/60, Out-of-Area 100, Out-of-Area 90, Out-of-Area 80, PPO Dental), including the inflation formulas therein, are also eliminated.

(8) New Employees eligible for healthcare coverage will default to the Core medical option for Employee Only coverage on their eligibility date, unless the Employee waives coverage or elects another option or level during the initial enrollment period.

(9) To the extent the Company is offering incentives in any plan year to Employees for participating in a wellness program, Employees enrolled in the Standard and Core medical options will be eligible for those incentives provided they meet the criteria (as established by the Company at its sole discretion) for earning the incentive.

(10) Chart of Active Medical Coverage Option Design Features for 2016:

	Standard	Core
<b>Current Plan Design Features</b>		
Health Spending Accounts	HRA	
In Network Deductible (Single/Family)	\$800/\$2,400	
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*	
Specialist Copay (In/Out)	20%/40%	
Retail Clinics Copay (In/Out)	20%/40%	
Preventive Care	\$0	
Emergency Room	Ded/Coins/\$100 CoPay	
<b>Pharmacy (Retail)</b>		
Generic	20% (\$10 min/\$40 max)	
Formulary Brand	30% (\$30 min/\$100 max)	
Non-Formulary Brand	50% (\$45 min/\$150 max)	
<b>Pharmacy (Mail)</b>		
Generic	20% (\$5 min/\$80 max)	
Formulary Brand	30% (\$60 min/\$200 max)	
Non-Formulary Brand	50% (\$90 min/\$300 max)	
<b>2016 Monthly Contributions</b>		
EE Only	\$92.87	\$80.95
EE + Spouse	\$241.47	\$210.48
EE + Child(ren)	\$167.17	\$145.72
EE + Family	\$325.05	\$283.34

\*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 medical option:

- (a) Deductibles do not apply toward Out of Pocket maximum;
- (b) Medical coinsurance applies towards Out of Pocket maximums;
- (c) Pharmacy coinsurances do not apply towards deductibles, but do apply towards Out of Pocket maximums;
- (d) Co-pays do not apply to the Deductible.

(11) The Company will also retain the right to amend any provision in the Medical Plan for the purpose of complying with applicable laws and regulations.

(12) In the event the Company determines that the Standard or Core design options provided for in this Agreement (each an "Option") would be or become subject to an excise tax or other penalty included in The Patient Protection and Affordable Care Act (PPACA) or any excise tax or penalty which may replace the PPACA, under applicable law, (and thus become an "Affected Option"), the Company will meet and confer in good faith in order to reach an agreement with the Union concerning the minimum modification or modifications to the Affected Option necessary to avoid application of the excise tax or other penalty. The Company shall provide to the Union information that the Union reasonably requests, including actuarial reports, necessary for the Union's design and consideration of such modifications. Unless otherwise agreed, any agreed modification shall become effective at the time the excise tax or penalty would become applicable in respect of the Affected Option (the "Affected Option Date"). If the Company and the Union are unable to agree on modifications necessary to avoid the application of the excise tax or other penalty on the Affected Option within ninety (90) days after the initial meeting, the parties will select Arbitrator Bloch who will determine the modifications to the design of the Affected Option that will become applicable. The authority of Arbitrator Bloch is expressly limited to establishing those modifications to the design of the Affected Option that will ensure that no excise tax or other penalty will apply. If Arbitrator Bloch determines that no reasonably practical modification to the Affected Option can guarantee that no excise tax or other penalty will apply, the Company shall have the right to terminate the availability of the Affected Option to the TWU Instructor Employees. If, under the preceding sentence, the Company has terminated or would have the right to terminate the availability to the TWU Instructor Employees of the Standard and/or Core Option, the arbitrator will be empowered to designate an alternative Option design (a "New Option") that is available from the Company provider and that replicates the provisions of the Core Option to the greatest possible extent without causing the New Option to become subject to any excise tax or other penalty. In the event that the arbitrator has not issued a determination prior to the excise tax or penalty becoming due or if such penalty or excise tax is otherwise owed for any reason, notwithstanding any contrary provision of law, the Company shall be permitted to implement such modifications to the design of the Affected Option as it considers to be necessary to avoid the excise tax or penalty. The Company shall have a reasonable period of time following the issuance of the arbitrator's determination to implement the New Option. Notwithstanding the foregoing, the provisions of Paragraph (B) shall not be effective if, after the effective date of this Agreement, the Company enters into any new or amended collective bargaining agreement having a term of three (3) years or more with any union group that does not contain a provision substantially similar to this Paragraph. If any Option is modified or eliminated pursuant to Paragraph (B), the parties will meet and confer to determine how the savings, if any, from such modifications will accrue to TWU Instructor Employees. The avoidance of any excise tax

that would have otherwise been applied will not be considered in the calculation of any savings. If the parties cannot agree on whether cost savings exist or how to distribute said savings, the matter may be referred to an arbitrator as specified by the process in this Paragraph. The arbitrator's authority shall be limited to the issue of determining whether such savings exist and, if so, how such savings are to be distributed. The arbitrator shall have no other authority, and in no event shall the arbitrator order modifications to or reinstatement of a plan.

(13) TWU Instructor Employees will be required to timely pay for all benefits, including Flexible Spending Account contributions, in order to maintain coverage, including while on a Leave of Absence, through payroll deduction, the direct bill process or other collection process as applicable.

(C) Disability Coverage

The Company agrees to offer, at the Employee's expense, an Optional Short Term Disability Plan.

(D) Retiree Health Care

Retiree Medical Coverage for TWU Instructor Employees (LAA Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2018)

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

(2) Retiree Medical Coverage For TWU Instructor Employees Ages 55 through 64 (LAA Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2018)

TWU Instructor Employees retiring on or after age fifty-five (55) and through age sixty-four (64) will have access to a Company-sponsored retiree medical option. Retiree contribution rates for this coverage will be one hundred percent (100%) of projected annual expenses (which includes administrative expenses) using data, assumptions, and methodologies for calculating future retiree healthcare costs. Although it is the Company's intention to continue to make available access to medical coverage for retirees from age fifty-five (55) through age sixty-four (64), the Company reserves the right to modify, amend, or terminate the Retiree Medical Plan at any time.

(3) Retiree Medical Coverage For TWU Instructor Employees Age 65 and Older (LAA Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2018)

Retiree Medical Coverage shall cease when the retired TWU Instructor Employee attains age sixty-five (65). Retirees age sixty-five (65) and over will be offered access to purchase, at the retiree's expense, a guaranteed issue Medicare supplement plan through a third party administrator, to the extent available.

- (4) Upon retirement, pursuant to Company policy, a TWU Instructor Employee will be paid eight dollars and sixty-five cents (\$8.65) for each hour of accrued sick leave in her/his sick bank.
- (E) Retiree TWU Instructor Employees Life Insurance  
Retiree life insurance benefits are discontinued for TWU Instructor Employees (LAA retiring on and after November 1, 2012 and LUS retiring on and after January 1, 2018).
- (F) Non-Incorporation  
The Medical Plan and the Retiree Medical Plan are not incorporated in this Agreement.
- (G) In the event that the IAM-TWU negotiations for the Mechanic and Related and/or Fleet Service groups result in a health benefit option which differs from the The American Airlines, Inc. Health and Welfare Plan for Active Employees specified herein, the Employees covered under this agreement, as a group, shall have the option of enrolling in that benefit option during the next annual enrollment period. In the event that the IAM-TWU negotiations for the Mechanic and Related and/or Fleet Service groups result in a health benefit option that differs from the American Airlines, Inc. Life and Health Plan for Retirees, the Employees covered under this agreement, as a group, shall have the option of having such plan apply to Employees who retire on or after January 1 of the year such plan becomes effective for TWU Instructor Employees under this provision. Note: Such benefit option or plan, if selected by the group, shall not be made available to any Employee who has retired prior to the benefit option or plan becoming effective for TWU Instructor Employees.

ARTICLE 42 – PLACEHOLDER

INTENTIONALLY LEFT BLANK

ARTICLE 43 – PLACEHOLDER

INTENTIONALLY LEFT BLANK



ARTICLE 44 – MOVING EXPENSES

- (A) The Company will provide moving expenses no less than those afforded Level 3/4 Management in accordance with the provisions of the applicable Company expense regulations for the Employee exercising his displacement rights as a result of a reduction in force.
- (B) To be eligible for moving expenses, the Employee must move at least fifty (50) miles and must move to within one hundred (100) miles of the new work location/base.

## ARTICLE 45 – EFFECT ON PRIOR AGREEMENTS

This Agreement will supersede and take precedence over prior Agreements, Letters and similarly related documents executed between the Company and the Union prior to the signing of this Agreement. All rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this Agreement, will be satisfied or discharged.

ARTICLE 46 – PLACEHOLDER

INTENTIONALLY LEFT BLANK

## ARTICLE 47 – DURATION

THIS AGREEMENT will become effective as of November 21, 2016, and will continue in full force and effect until and including November 21, 2021, and will renew itself until each succeeding November 21<sup>st</sup> thereafter, except that written notice of intended change may be served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party no earlier than sixty (60) calendar days on or after November 21, 2020 (12 months prior to the amendable date).

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It is agreed by the parties that the other will not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, without serving written notice as provided for in the above Paragraph.

IN WITNESS WHEREOF, the parties have entered this Agreement on the 21st day of November, 2016 and have signed this Agreement on DOS:

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

**FOR AMERICAN AIRLINES, INC.**

\_\_\_\_\_  
Gary Shults  
International Vice President

\_\_\_\_\_  
Paul Jones  
Senior Vice President & General Counsel

\_\_\_\_\_  
Jose Galarza  
International Representative

\_\_\_\_\_  
Beth Holdren  
Managing Director Labor Relations, Flight

**Witnesses on behalf of TWU Local 548**

**Witnesses on behalf of American Airlines, Inc.**

\_\_\_\_\_  
John Eric Helms  
Negotiations Chairman – Legacy US Airways

\_\_\_\_\_  
Jim Thomas  
Managing Director – Flt Training and Standards

\_\_\_\_\_  
Chris Turner  
Negotiations Chairman – Legacy American

\_\_\_\_\_  
Chris Broom  
Managing Director – Flt Training and Admin

\_\_\_\_\_  
William E. Gray  
Negotiations Committee – Legacy US Airways

\_\_\_\_\_  
Mark Boots  
Director – E190/MD80 & Ground Training

\_\_\_\_\_  
Gregory A. Cassady  
Negotiations Committee – Legacy American

\_\_\_\_\_  
Aaron Russell  
Senior Manager – Ground Training

\_\_\_\_\_  
Jim W. Rupe  
Negotiations Committee – Legacy American

\_\_\_\_\_  
T. C. Cohen  
Manager – Labor Relations

\_\_\_\_\_  
Tim Bennett  
Negotiations Committee – Legacy American

\_\_\_\_\_  
Jonathan W. Oliff  
Director & Senior Labor Attorney

LETTER OF MEMORANDUM 1 – PROFIT SHARING PLAN

James B. Weel  
Managing Director – Labor Relations



March 23, 2016

Mr. Harry Lombardo  
International President  
Transport Workers Union of America  
501 3rd St. NW  
Washington, D.C. 20001

Dear Harry,

Re: Profit Sharing Plan

This letter will confirm our understanding regarding profit sharing for Flight Instructors (Ground/Simulator), Simulator Technicians, Flight Simulator Engineers and Dispatch employees employed by American Airlines and as represented by the Transport Workers Union of America (TWU).

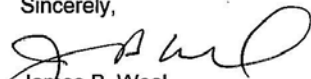
American Airlines will establish a profit sharing arrangement (the "Profit Sharing Plan") that will allow eligible employees, including employees represented by Transport Workers Union of America (TWU), the opportunity to share in the financial success of American.

The effective date of the Profit Sharing Plan, as to TWU-represented employees covered by this letter, will be the date on which TWU has approved and you have signed this letter on behalf of the TWU. The terms and conditions set forth in the Profit Sharing Plan shall apply and shall govern the participation of employees represented by the TWU.

This Letter of Agreement shall supersede all prior LOAs establishing a profit sharing program for TWU-represented employees and shall remain in effect for the duration of the respective Collective Bargaining Agreements.

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

Sincerely,

  
James B. Weel  
Managing Director - Labor Relations

Accepted and Agreed on behalf of the Union:

\_\_\_\_\_  
Mr. Harry Lombardo  
International President  
Transport Workers Union of America



**James B. Weel**  
Managing Director – Labor Relations



cc: P. Jones  
A. Garcia  
R. Jones, jr.  
T. Vaughn  
B. Holdren  
S. Doyle  
T. Herschell  
TWU Local Presidents  
Labor Relations Managers



**APPENDIX A – INSTRUCTOR SENIORITY LIST**

<b>SENIORITY RANK</b>	<b>OCCUPATIONAL SENIORITY DATE</b>	<b>NAME</b>	<b>JOB CODE</b>
1	11/02/72	Portwood, W. G. "Buck"	S
2	03/28/83	Brooks, Dennis R.	F
3	08/01/83	Mack, David G. "Dave"	F
4	04/02/84	Gray, William E. "Bill"	F
5	07/16/84	Wagar, R. Dennis	F
6	07/17/84	Gilfillan, Fred G.	S
7	08/06/84	Watson, Kate A.	F
8	08/28/84	Lacayo, Danny J.	F
9	08/31/84	Taubeneck, Lynn D.	F
10	09/10/84	McDonald, Jim E.	S
11	10/15/84	Wilson, John Ed	F
12	11/01/84	McGrew, John M.	F
13	06/28/85	Claude, David L.	S
14	09/03/85	McKinney, R. Mike	F
15	09/23/85	Cox, Ken R.	F
16	10/21/85	Campbell, Ricky J.	F
17	05/19/86	Anton, Will A.	F
18	10/09/86	Sutherland, Jerry D.	S
19	10/09/86	McKenna, Jim L.	F
20	11/17/86	Stearns, Jeff S.	S
21	01/19/87	York, Ken E.	F
22	04/01/87	Turner, Chris S.	F
23	04/20/87	VanVoorhis, Vic V.	F
24	05/04/87	Scalf, William S.	F
25	05/02/88	Smith, William O. "Bill"	F
26	05/02/88	Williams, Aja V.	F
27	06/22/88	Hoffmann, Theodore "Ted"	F
28	08/15/88	Alger, John W.	F
29	10/31/88	Alison, William L. "Bill"	F
30	12/27/88	deMaye, John J.	F
31	12/30/88	Simmons, Garnie J.	F
32	04/10/89	Wilson, Michael S. "Mike"	F

Job Codes: "F" – FCTI; "S" – SIMP; "M" – Manager/Supervisor; "R" – Return or Remove (as specified)



SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
33	04/24/89	Petalino, Timothy "Tim"	F
34	08/15/89	Cebell III, Vere A. "Bud"	S
35	09/05/89	Opferman, Harry J.	F
36	09/18/89	Hipple, Peter B. "Pete"	F
37	11/06/89	Helsel, Jeffrey L. "Jeff"	F
38	11/20/89	McIntyre, Gregory M. "Greg"	F
39	12/19/89	Andrews, Greg D.	F
40	02/06/91	Stark, James E.	F
41	06/26/91	Lile, Bing L.	S
42	08/19/91	Dougherty, Jr., James	F
43	08/21/91	Moore, Bruce W.	F
44	08/28/91	Kropf, L. E.	S
45	08/12/96	Treptow, Mike	F
46	08/12/96	de la Vara, Steven O. "Steve"	F
47	12/01/97	Yanger, Rolando T. "Roland"	F
48	12/03/97	Martone, James V. "Jim"	F
49	01/05/98	Pawlicki, Micki G.	F
50	02/02/98	Bates, Richard L. "Rick"	S
51	02/02/98	Stringer, David P.	S
52	02/02/98	Rademacher, John T.	F
53	02/02/98	Weatherford, Kenneth L.	F
54	02/02/98	Smith, R. Michael	F
55	02/02/98	Harrison, Greg C.	S
56	03/02/98	David, Shelly L.	F
57	03/02/98	Hays, Ronald H.	F
58	03/02/98	Hembree, Bruce A.	F
59	03/02/98	Stiles, Allan C. "Al"	F
60	03/18/98	Harkins, David E. "Dave"	F
61	03/18/98	Helms, John Eric "Eric"	F
62	04/01/98	Roberts, Russell P. "Russ"	F
63	04/06/98	Barrett, Douglas E. "Doug"	F
64	04/27/98	Cornils, Court W.	S
65	04/27/98	Smith II, Earl P.	S
66	04/27/98	Greider, James E.	S

Job Codes: "F" – FCTI; "S" – SIMP; "M" – Manager/Supervisor; "R" – Return or Remove (as specified)

SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
67	04/27/98	Kimball, Larry M.	F
68	04/27/98	Murphy, L. E.	F
69	04/27/98	Schrimsher, Joel	F
70	04/27/98	Fender, Roger D.	F
71	04/27/98	Armstrong, David A.	F
72	06/01/98	Norton, Michael J.	F
73	06/01/98	Marshall, Kenneth T.	F
74	06/05/98	Moore, Kathleen E. "Kathy"	F
75	06/19/98	Harris, Paul M.	F
76	06/29/98	Smith, Dan C.	F
77	06/29/98	Marks, Katrina A.	F
78	06/29/98	Demeter, David	F
79	07/28/98	Forrest, Steven C. "Steve"	F
80	08/04/98	Kimery, Robert O. "Bob"	F
81	08/14/98	Pitcher, James H.	F
82	08/24/98	Scott, Charles B. "Chuck"	F
83	08/24/98	Pupchek, William M. "Bill"	F
84	08/24/98	LaPoint, Jeffrey L. "Jeff"	F
85	08/24/98	Cox, Mark B.	F
86	09/02/98	Swaim, C. Dean	F
87	09/02/98	Chappell, F. Dale	F
88	09/17/98	McGivern, John E.	F
89	09/21/98	Hroblak, Harold E. "Hal"	F
90	09/22/98	Hagen, J. M.	S
91	09/28/98	Lengnick, Thomas A.	S
92	09/28/98	Thomas, Jeffrey D. "Jeff"	F
93	09/30/98	Pavacic-Fera, Debra J. "Deb"	F
94	10/01/98	Camilleri, Godfrey J.	F
95	10/01/98	Dashnaw, Francis J. "Frank"	F
96	10/05/98	Dworek, Jeffery E. "Jeff"	F
97	10/08/98	Shimkus, Stanley M. "Stan"	F
98	10/19/98	Vaughn, William A. "Bill"	F
99	10/19/98	Young, James P. "Jim"	F
100	10/28/98	Foreman, E. Thomas "Tom"	F

Job Codes: "F" – FCTI; "S" – SIMP; "M" – Manager/Supervisor; "R" – Return or Remove (as specified)

SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
101	11/02/98	Zimmerman, Matthew G. "Matt"	F
102	11/09/98	Raleigh, Nancy G.	F
103	11/19/98	Ortiz, Celestino Jose	F
104	11/30/98	Tokay, Thomas M. "Tom"	F
105	12/07/98	Kaye, Elaine	F
106	12/09/98	Knight, Jeffrey M. "Jeff"	F
107	01/04/99	Alden, John M. "Jack"	F
108	01/25/99	Glover, Rana	F
109	02/03/99	Davis, Charles D. "Chuck"	F
110	02/15/99	Benton, William C. "Will"	F
111	03/01/99	Johnson, Charles R. "Chuck"	F
112	03/01/99	Franklin, Donald E. "Don"	F
113	03/15/99	Gray, Jr., Daniel Marvin	S
114	03/15/99	Knapp, James E.	S
115	03/15/99	Thompson, Marq T.	F
116	03/29/99	Beleau, Stephen B. "Steve"	F
117	04/16/99	Koontz, Randall H. "Randy"	F
118	05/03/99	McNabb, N. L.	F
119	05/10/99	Kaperonis, C. Todd	F
120	06/02/99	Amaya, Marco A.	S
121	06/21/99	Burns, Jeff	F
122	06/21/99	Showalter, Timothy J. "Tim"	F
123	07/05/99	Reese, Thomas S., III "Tom"	F
124	07/06/99	Dotson, Marvin L.	S
125	07/06/99	Quirolo, Charles F.	F
126	07/06/99	Stramel, Daniel R.	F
127	08/02/99	Strickland, Bill J.	S
128	08/02/99	White, Floyd D.	F
129	08/09/99	Tootle, Lendon C. "Len"	F
130	08/16/99	Shalbert, Anthony M. "Tony"	F
131	08/23/99	Parker, Steven R.	F
132	08/28/99	Cassady, Gregory A. "Butch"	F
133	08/30/99	McManus, Aubrey L.	F
134	09/20/99	Dykes, William H. "Bill"	F

Job Codes: "F" – FCTI; "S" – SIMP; "M" – Manager/Supervisor; "R" – Return or Remove (as specified)

SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
135	09/27/99	VanHoltz, Sean J.	F
136	10/04/99	Schafenberg, Ronald D. "Ron"	F
137	12/06/99	Harrod, James S.	S
138	12/06/99	Kofoed, Wayne S.	F
139	12/06/99	Wherry-Wells, Yvonne O.	F
140	02/01/00	Williams, Tom	F
141	02/07/00	Welchans, Robert D.	S
142	02/14/00	Alexaitis, Jonathan H.	S
143	03/06/00	Allison, John M.	S
144	03/06/00	Jeter, Robert "Bob" D.	F
145	03/13/00	Alexander, Victor D.	F
146	04/17/00	Rupe, Jim W.	S
147	04/25/00	Szanyi, Georgi	F
148	05/01/00	Lowe, W. T.	F
149	05/01/00	Ritchie, Craig P.	S
150	05/08/00	Wallace, George C.	S
151	05/08/00	Caps, John	S
152	06/19/00	Clark, Don K.	F
153	07/10/00	Haines, Craig L.	S
154	08/07/00	Walther, Donald B.	S
155	08/08/00	Albrecht, Charlotte A.	S
156	08/21/00	Landtroop, L. L.	F
157	09/05/00	Gallardo, Michael "Mike"	F
158	11/13/00	Plummer, Joe	F
159	11/13/00	Hess, Don R.	F
160	12/04/00	Sansone, Greg D.	F
161	03/04/01	Schneider, Daniel W.	F
162	04/09/01	Szabo, Laszlo	S
163	04/10/01	Blimling, Jan Thomas "JT"	S
164	08/22/01	McClellan, Gary C.	S
165	10/10/02	Smith, Robert J. "Bob"	M
166	11/18/02	Haworth, Dennis	F
167	03/31/03	Martin, John	F
168	01/26/04	Azurdia, Maurice	F

Job Codes: "F" – FCTI; "S" – SIMP; "M" – Manager/Supervisor; "R" – Return or Remove (as specified)

SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
169	10/31/04	Bruner, Jeff R.	F
170	01/04/05	Klucar, Gerry	F
171	11/17/05	Bauckman, Gerry S.	F
172	03/29/07	<b>Clay, M. Alan</b>	<b>R</b>
173	11/16/07	<b>Yuknavich, A. Rich</b>	<b>R</b>
174	12/03/07	Mitchard, Agnes	F
175	12/03/07	Hansen, Samuel "Sam"	F
176	12/03/07	Claussen, Terry	F
177	12/04/07	Cottingham, David	F
178	12/04/07	Tucker, Ronald "Ron"	M
179	12/17/07	Bondurant, Douglas	F
180	01/14/08	Leist, Matthew W. "Matt"	M
181	01/21/08	Turner, Paul	F
182	02/05/08	Campbell, Russ	F
183	02/06/08	Blaine, Alexander "Alex"	F
184	02/18/08	Chastain, Charles B. "Brian"	F
185	02/18/08	Cannon, Patrick "Pat"	F
186	02/18/08	Walton, Nicholas "Nick"	F
187	02/28/08	Ross, Charles E. "Chuck"	F
188	3/17/2008	Patterson, Wayne	F
189	04/07/08	Gurunian, Rick	F
190	06/02/08	Field, Kathleen D.	S
191	06/05/08	Luke, R. P.	S
192	08/14/09	Farrell, Ed P.	M
193	10/25/10	Keck, P. W.	S
194	03/06/11	Williams, Thomas J. "Tom"	F
195	03/06/11	Lott, James Stanford "Jim"	F
196	09/01/11	Cozby, Kevin	F
197	09/07/11	Romack, E.	F
198	09/21/11	Kullberg, W. R.	S
199	10/17/11	Riley, B.	S
200	10/17/11	Latson, J.	S
201	10/17/11	Sinclair, C.	S
202	10/17/11	Hughes, C.	S

Job Codes: "F" – FCTI; "S" – SIMP; "M" – Manager/Supervisor; "R" – Return or Remove (as specified)

SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
203	11/14/11	Ricotta, M.	S
204	11/14/11	Hobbs, M.	F
205	11/14/11	Nunley, Steve	F
206	11/14/11	Hughes, Terry D.	F
207	11/14/11	Wiley, David	F
208	11/14/11	Waggoner, Reece	F
209	11/14/11	Osborn, Jason	M
210	01/03/12	Allen, S. E.	S
211	01/03/12	Murray, William P.	F
212	04/12/12	Russell, Aaron	M
213	10/01/12	Krebs, Robert B. "Bob"	F
214	10/01/12	Dugan, Patrick "Pat"	F
215	10/01/12	Proulx, Mark	F
216	10/01/12	Downey, Thomas "Tommy"	F
217	10/15/12	Parker, Todd	F
218	02/18/13	O'Connell, James A. "Jim"	S
219	02/18/13	Carter, Gary W.	F
220	02/18/13	Campbell, D. C.	F
221	02/18/13	Stoneback, Jay A.	F
222	03/18/13	Montefusco, Michael T. "Mike"	F
223	03/18/13	Barstad-Lill, E.	F
224	04/03/13	Van Wagner, Gary L.	S
225	04/03/13	Bahr, William B.	F
226	04/03/13	Moynihan, Brian	S
227	04/03/13	Lloyd, Jeffrey K. "Kenny"	F
228	05/01/13	Mohn, Christopher A.	F
229	05/15/13	Braun, Dominic T. "Sid"	S
230	06/05/13	La Pierre, Elias	F
231	06/19/13	Bray, Steven W.	S
232	06/19/13	Neill, Andrew	F
233	06/19/13	Saker, Steven J.	F
234	06/19/13	Glass, Ralph	F
235	06/19/13	Mayeux, Sid	F
236	08/21/13	Lasker, Steven Cody	F

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SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
237	09/25/13	Wittkower, Louis D. "Lou"	F
238	10/23/13	Casement, William	F
239	10/23/13	Bassaline, Jeffrey J.	F
240	10/23/13	Barry, J.	F
241	10/23/13	Manning, J.	F
242	10/23/13	Laliberte, Brian J.	F
243	11/06/13	Davidson, Derek D.	M
244	11/20/13	Ross, Lawrence R. "Larry"	F
245	11/20/13	Burba, Alan J.	F
246	12/05/13	Refo, Ian B.	S
247	12/05/13	Logue, James	F
248	01/04/14	Vance, Frederick B. "Hobey"	S
249	01/04/14	Szesny, Scott F.	S
250	01/04/14	Schroeder, Roy	P
251	01/04/14	Brunette, Jason M.	F
252	03/29/14	Cheek, Brady C.	M
253	09/24/14	Vess, C.	S
254	10/08/14	Sherrill, Lawrence A. "Larry"	S
255	11/05/14	Sprinkel, D.	S
256	11/05/14	Bennett, Tim	S
257	11/21/14	<b>Hubbard, Cary G.</b>	<b>R</b>
258	12/03/14	Dowgialo, Robert W.	S
259	12/03/14	Mastagni, Daniel S.	S
260	12/03/14	Shellam, Raymond	S
261	12/03/14	Lazebnik, Julia	F
262	12/03/14	Mee, M.	F
263	01/07/15	Rohloff, Laurence F. "Larry"	S
264	01/07/15	Baker, Bradley	S
265	01/07/15	Sutherland, Steven	S
266	01/07/15	Conoley, John J. "Jim"	F
267	01/07/15	Haught, Jack	F
268	01/07/15	Greer, John	F
269	01/07/15	<b>Cushman, Paul J.</b>	<b>R</b>
270	01/21/15	Cosse, Harold	F

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SENIORITY RANK	OCCUPATIONAL SENIORITY DATE	NAME	JOB CODE
271	01/21/15	Webb, Steven	F
272	02/04/15	Levine, Joseph M.	F
273	02/18/15	Rizzotti, Jr., Joseph A. "Joe"	S
274	02/18/15	Erikson, Charles W.	S
275	03/04/15	Grayson, Thomas G. "Tom"	S
276	03/04/15	LeMoine, Patrick	F
277	03/04/15	Yurkanin, Gregory A.	F
278	03/04/15	Travioli, Keith B.	F
279	03/18/15	Goodson, Thomas E.	S
280	03/18/15	<b>Addison, George I.</b>	<b>R</b>
281	03/25/15	<b>Brletich, A</b>	<b>R</b>
282	03/27/15	<b>Willis, Dominick</b>	<b>R</b>
283	04/08/15	Huey-You, Andre	S
284	04/08/15	Lansberry, George P.	F
285	04/22/15	de la Piedra, Luis	S
286	05/06/15	Kuster, Michael	F
287	05/06/15	Lyne, James D.	F
288	05/20/15	Restine, Larry	S
289	05/20/15	Elbert, Mark	S
290	05/20/15	Gonzalez, Oscar A.	S
291	05/20/15	Pierce, Timothy	F
292	05/22/15	Jacobs, John Kenneth "JJ"	M
293	06/03/15	Brunelle, Albert	S
294	06/03/15	Crist, Steven R.	F
295	06/03/15	King, William "Bill"	F
296	06/17/15	Salicrup, Juan	S
297	06/17/15	Corkern, William	S
298	06/17/15	Karukas, James	S
299	01/04/14	<b>Ast, Jessica</b>	<b>R</b>
300	08/05/15	Post, John	S
301	08/05/15	Peet, Roderick	S
302	08/19/15	Wilson, Donald L.	S
303	09/16/15	Umphenour, Donald	S
304	09/16/15	Opwonya, David	S

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305	10/07/15	Hester, Gerald "Jerry"	S
306	10/07/15	Reavie, Earl "Van"	S
307	10/07/15	Smith, Kevin	S
308	10/07/15	Matthews, Jacob	F
309	10/07/15	Davidson, Emily	F
310	10/21/15	Dunaway, William A.	S
311	10/21/15	Wilson, Marty	F
312	11/04/15	Hood, Stanley	S
313	12/02/15	Mann, Jeffrey	S
314	02/03/16	Jimenez, C.	S
315	02/03/16	Khan, David	F
316	02/17/16	Wixom, Michael	S
317	02/17/16	Hartman, William	F
318	02/17/16	Tayman, Craig	F
319	02/17/16	Wilkins, John	F
320	03/02/16	Murphy, Edward M. "Mark"	S
321	03/02/16	Boyce, Timothy S.	F
322	03/16/16	Gannon, John R.	F
323	03/16/16	Bullard, Thomas "Tom"	S
324	03/16/16	Odell, Mark W.	F
325	03/16/16	Gadert, Mark T.	F
326	03/16/16	Sallee, Aaron W.	S
327	04/06/16	Lochry, Robert G. "Bob"	S
328	04/06/16	Young, Michael M. "Mike"	S
329	04/06/16	Provost, Jason M.	S
330	05/04/16	Byers, John	S
331	05/04/16	Dickson, Bryan	F
332	05/04/16	Deatherage, Hal	S
333	05/18/16	Tissier, Robert "Rob"	F
334	05/18/16	Inoa, Rommel R.	F
335	05/18/16	McAsey, Peter G. "Pete"	F
336	07/06/16	Ferrea, Javier	F
337	07/06/16	Milliman, David	F
338	07/27/16	Lounsberry, Nicholas	S

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<b>SENIORITY RANK</b>	<b>OCCUPATIONAL SENIORITY DATE</b>	<b>NAME</b>	<b>JOB CODE</b>
339	07/27/16	Costas, John	S
340	08/24/16	Willis, Scott	S

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