



AGREEMENT

Between

AMERICAN AIRLINES, INC.

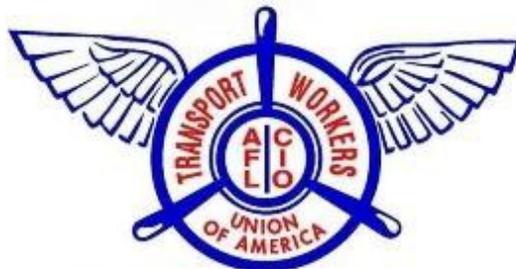
and

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO and  
INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, AFL-CIO

covering

FLIGHT SIMULATOR ENGINEERS

Effective: November 7, 2016



<b><u>ARTICLE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE</u></b>
Preamble	Preamble	1
1	Recognition and Scope	2
2	Definitions	6
3	Hours of Work/Shift Assignments	8
4	Compensation	12
5	Shift Differential	14
6	Overtime	15
7	Holidays	23
8	Vacations	26
9	Probationary Period	30
10	Seniority	31
11	Classifications and Qualifications/Work Sections	33
12	Promotions and Jobs to be Posted/Transfer	41
13	System Seniority List	51
14	Loss of Seniority	52
15	Reduction in Force	53
16	Recall	55
17	Leaves of Absence	57
18	Military Leave	65
19	Termination of Employment	66
20	Bulletin Boards	67
21	Bereavement	68
22	Jury Duty	69
23	Attendance at Hearings and Investigations	70
24	Absence from Duty	71
25	Recall and Call-In Work	72
26	Field Work	73
27	General	75
28	No Discrimination, and Recognition of Rights and Compliance	79
29	Representation	81
30	Grievance Procedure for Dismissal/Corrective Action	85
31	Grievance Procedure for Contractual Disputes	87
32	System Board of Adjustment	89
33	No Strike – No Lockout	96
34	Sick Leave	97

35	Intentionally Left Blank	100
36	Meal Period	101
37	Furlough Benefits	102
38	Union Security	105
39	Fitness For Duty	111
40	Retirement Benefit	112
41	Insurance	119
42	Travel	127
43	Intentionally Left Blank	128
44	Moving Expenses	129
45	Effects on Prior Agreements	130
46	Training	131
47	Duration of Agreement	133



AGREEMENT

between

AMERICAN AIRLINES, INC.

and

The TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO, certified by NMB case #R-7422 as the TWU/IAM MECHANICS ASSOCIATION

covering

FLIGHT SIMULATOR ENGINEERS

in the service of

AMERICAN AIRLINES, INC. and US AIRWAYS, INC.

Effective: November 7, 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 the TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, certified by NMB case #R-7422 as the TWU/IAM Mechanics Association (hereinafter known as the "Union"), as the representative of the employees within the United States in the classifications listed herein.

In making this Agreement, the parties hereto recognize their duty to comply with the terms of the Agreement 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 of America, AFL-CIO and the International Association of Machinists and Aerospace Workers AFL-CIO, certified by NMB case #R-7422 as the TWU/IAM Mechanics Association as the exclusive and sole collective bargaining agent with respect to rates of pay, rules, and working conditions for all Employees covered under this Agreement in the classifications as specified in Article 11 hereof for purposes of the Railway Labor Act.

(b) It is understood that Employees covered by this Agreement will perform the maintenance of applicable Pilot flight and ground training equipment and Flight Attendant cabin service trainers, emergency training equipment, and cabin/door trainers (referred to collectively as “Training Equipment” for purposes of this article), as provided below and other work functions as described in Classifications and Qualifications – Work Sections.

1. Training Equipment that is owned or leased by the Company for the purpose of training Pilots or Flight Attendants on an American Airlines, Inc. System Seniority List. For purposes of this Article, leased refers to an agreement providing the Company full control of and responsibility for the equipment, to include regulatory compliance.

2. Training Equipment the Company is contracted to perform maintenance on, that is located in Company Training Center space leased by another entity.

3. Training Equipment that is owned or leased by an AAG wholly owned regional carrier and located in a Company Training Center. In the event the Company no longer conducts training of Pilots or Flight Attendants on an American Airlines, Inc. System Seniority List at the Company’s CLT or DFW Training Centers, but an AAG wholly owned regional carrier continues to provide regional Pilot or Flight Attendant training at the Company’s CLT or DFW Training Centers, Employees covered by this CBA will perform maintenance of such Training Equipment.

4. Training Equipment that is owned or leased by an entity other than the Company, located in a CLT, DFW or PHX Company facility, and used to train Pilots or Flight Attendants on an American Airlines, Inc. System Seniority List.

(c) It is understood that in an emergency, qualified Management personnel may perform or assist in performing any work that may be necessary to complete a particular operation. Where Employees are reasonably available in point of time adequately to handle a situation, on a regular overtime or field work basis, such situation will not be deemed an emergency within the meaning of this paragraph.

(d) 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 that company by the Company, the Union and the Company will meet to discuss the merger, purchase or acquisition. The Company will provide the Union 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 Union 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 Union or the Company have any obligation to bargain upon changes thereto, except as provided in Article 47 Duration of 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 Union and the Company which are not settled in the meetings provided above with 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 (d) (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.

(e) Merger, Purchase or Acquisition by another Company

1. In the event of a merger, purchase or acquisition of the Company by another company, the Union and the Company will meet to discuss the merger, purchase or acquisition. The Company will provide the Union 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 Union 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.

(f) 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 Union as the representative of Employees on the Union System Seniority list consistent with the Railway Labor Act, as amended, to employ the Employees on the Union 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 Union, 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 herein will mean an Employee in the classifications covered in this Agreement.

(b) Any masculine pronoun used herein will be deemed and understood to designate any Employee hereunder, whether male or female.

(c) The term “qualifications” as used herein will mean all requirements, other than performance evaluations, which may be deemed necessary by the Company for the assignment to a Work Section. The term “performance evaluation” as used herein will mean the test for competency in a particular Work Section.

(d) The term "Work Section" as used herein will mean that designated section in Article 11 Qualifications/Work Section to which an Employee is assigned.

(e) The term "Technical Assistance" as used herein will mean the utilization of personnel not covered by the terms of this Agreement in the performance of work requiring specialized technical knowledge and skill.

(f) The term “hereunder” as used in this Agreement shall be construed to mean and read “under all applicable provisions of the Agreement.”

(g) Pay seniority will govern pay raises and/or placement on the pay scales. This seniority is governed by the appropriate regulations.

(h) The term “Emergency” as used in Article 1 Recognition and Scope, will be deemed an unusual situation; such as an equipment failure that results in a simulator being out of service for more than eight (8) hours, provided that there is no other equipment available to use, and the equipment is scheduled for training.

(i) The term "Company" as used in this Agreement will refer to American Airlines, Inc.

(j) 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.

(k) 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.

(l) The term “affiliate” as used in this Agreement will mean (a) any entity that controls the Company or any entity that the Company controls, and/or (b) any other corporate subsidiary, parent, or entity controlled by or that controls any entity referred to in (a) above.

(m) The term “regular hourly rate,” “regular pay” or “pay as if working” will mean the “chart rate” plus any applicable premiums and/or shift differentials.

(n) The term “Company Facility” shall mean any building the Company brands as an American Airlines, Inc. building (e.g. American Airlines Headquarters, an American Airlines hangar, Southern Reservations Office, etc.).

(o) The term “Company Training Center” shall mean any Company Facility that the Company brands as a training center used to train pilots or flight attendants on an American Airlines, Inc. System Seniority List.

**ARTICLE 3 - HOURS OF WORK/ SHIFT ASSIGNMENT**

(a) Eight (8) or ten (10) consecutive hours of service, exclusive of a meal period, unless agreed to otherwise by both parties, will constitute a work shift.

(b) The workday will be regarded as beginning at the starting time of an Employee's regularly scheduled shift and continuing for a twenty-four (24) hour period, or until the starting time of his next regularly scheduled shift, whichever is shorter, unless otherwise mutually agreed upon by the Employee and the Company.

(c) The workweek shall begin on the first scheduled workday and shall consist of a seven (7) day period with either five (5) consecutive workdays of eight (8) hours and two (2) consecutive days off, or four (4) consecutive workdays of ten (10) hours and three (3) consecutive days off, except at shift change time or due to an Employee's bidding.

(d) The Company will make every reasonable effort to arrange work schedules so that whenever practicable, days off will include either a Saturday or a Sunday in accord with the following chart: (This provision does not apply to Flight Simulator Development Engineers or Technical Coordinators.)

Number of Flight Simulator Engineers Assigned to the Training Center	Ratio of Employees Assigned First or Second Shifts: Number of Employees That May be Assigned Days Off Other Than Weekend Days	Number of Employees on Third Shift That May be Assigned Days Off Other Than Weekend Days
0-20	no requirement	0
21-50	4:1	0
More than 50	6:1	0

(e) For eight (8) hour shifts:

Each Employee will be scheduled two (2) consecutive days off during each workweek. When a Flight Simulator Engineer's days off are other than a Saturday and Sunday, they will be two (2) consecutive days off. Nothing herein will prohibit the Company from scheduling Friday and Saturday as the two (2) consecutive days off. If those two (2) consecutive days are Friday and Saturday, Friday will be the first scheduled day off (or 6<sup>th</sup> day) and Saturday the second scheduled day off (or 7<sup>th</sup> day) for the purposes of overtime, in accordance with the overtime provisions of this Agreement).

(f) For ten (10) hour shifts:

Each Employee will be scheduled three (3) consecutive days off during each workweek, which could include weekends. When an Employee's days off are other than a Friday, Saturday and Sunday or a Saturday, Sunday and Monday, they will be three (3) consecutive days off. Nothing herein will prohibit the Company from scheduling Thursday, Friday and Saturday or Sunday, Monday and Tuesday as the three (3) consecutive days off. If those three (3) consecutive days are Thursday, Friday and Saturday, Thursday will be the fifth (5<sup>th</sup>) day worked, Friday will be the sixth (6<sup>th</sup>) day worked and Saturday will be the seventh (7<sup>th</sup>) day worked for the purposes of overtime, in accordance with the overtime provisions of this Agreement.

(g) In work groups where Employees are required to maintain continuous operations, shift assignments will be bid, in order of seniority, on the basis of posted work schedules. The scheduled work cycle will provide at least two (2) consecutive days off for eight (8) hour shifts and three (3) consecutive days off for ten (10) hour shifts during each cycle.

(h) The establishment of the number of shifts, shift starting times, and complement of personnel on each shift shall be determined by the Company. Except when an unforeseen event occurs which could not be preplanned, seven (7) days' notice shall be given in advance of all such changes.

(i) In the establishment or changing of the starting time for the commencement of shifts, the Company will consider, among other items, the desires of the Employees involved.

(j) Assignments to shifts will be re-bid at least each sixty (60) days. Shift bid awards will be posted no later thirty (30) days prior to the effective date of the bid. (This paragraph does not apply to the positions of Flight Simulator Development Engineer or Technical Coordinator.)

(k) Employees wishing to exchange shift assignments or days off with other qualified Employees may do so if such requests are entered into the Company timekeeping/payroll system and accepted by both parties of the trade. Trades must be for a period of eight (8) consecutive hours and must be submitted prior to the starting time of the first (1st) intended trade. Shift trades are not intended to be used as a way for an Employee to work part time. (This paragraph does not apply to the positions of Flight Simulator Development Engineer or Technical Coordinator.)

1. Employees are not permitted to trade outside of their present work section. Employees who trade become responsible to work the shift so agreed to, as if it were part of their assignment.

2. No overtime will be paid to an Employee for working another Employee's shift under these provisions.

3. It is each Employee's responsibility to disqualify themselves from overtime when, as a result of the provisions of this Article, such overtime would cause the Employee to be on duty for more than sixteen (16) consecutive hours (two (2) shifts) in any twenty-four (24) hour period.

4. Employees working in probationary periods are not eligible to participate under these provisions.

5. Employees will be permitted to work (back-to-back) double shifts provided that a minimum equivalent of one (1) shift of rest between each double shift worked back-to-back. (i.e.; Employee worked midnight and day shifts, he must have the afternoon shift off before reporting for the next shift).

6. If an Employee agrees to work a shift trade and subsequently calls in sick, the Employee will be charged with sick time (or OJI, if applicable) for all time missed. If an Employee calls in sick for a swapped-on shift 3 times within a calendar year (beginning Jan 1<sup>st</sup>), it may result in a thirty (30) day suspension of swap privileges. Subsequent occurrences within the same calendar year may result in a suspension exceeding thirty (30) days, as determined by the Company.

7. For each pay period, Employees will be paid for shifts/hours actually worked.

8. Requests for vacation or comp time for a shift that the Employee was scheduled to work as a result of a shift trade will be handled in accordance with Article 8 Vacations.

9. Shift trades will not be allowed on Holidays except as provided in Article 7 Holidays.

**ARTICLE 4 - COMPENSATION**

(a) Employees in the classification of Flight Simulator Engineer will be paid base rates per hour in accordance with length of service as follows:

YOS	Effective Date	Effective Date +12 Months	Effective Date +24 Months	Effective Date +36 Months	Effective Date + 48 Months
1	37.75	38.13	38.51	39.28	40.06
2	42.00	42.42	42.84	43.70	44.58
3	46.00	46.46	46.92	47.86	48.82
4	50.00	50.50	51.01	52.03	53.07
5	50.50	51.01	51.52	52.55	53.60
6	51.25	51.76	52.28	53.33	54.39
7	51.75	52.27	52.79	53.85	54.92
8	52.50	53.03	53.56	54.63	55.72
9	53.00	53.53	54.07	55.15	56.25

1. When an Employee is hired as a Flight Simulator Engineer after the effective date of this Agreement, he may be given credit for prior work experience and may be placed in a position in the rate range commensurate with such prior experience not to exceed the rate of the junior Employee on the active payroll. Such Employee will receive further periodic increases in accordance with his total length of service (including credited service).

(b) Temporary Lead Flight Simulator Engineer (Temp Lead):

1. A Temporary Lead Flight Simulator Engineer (Temp Lead) may be assigned for each shift.

2. The Company will maintain a Temp Lead volunteer list for purposes of selecting Temp Leads.

3. Selection of a Temp Lead will be made from among those volunteers scheduled and on duty on the appropriate shift in the following manner:

a. The volunteer with the highest seniority will be the designated Temp Lead on that appropriate shift.

b. If there are no volunteers on the list, on an appropriate shift, the Company will assign the least senior Employee on such shift to the Temp Lead position.

An Employee who performs as a Temp Lead on a given shift shall receive, in addition to his regular compensation, one dollar (\$1.00) per hour for all time assigned and worked as a Temp Lead.

(c) Employees in the Classification of Technical Coordinator, upon completion of the probationary period, will receive an additional premium of one dollar (\$1.00) per hour for all hours worked.

(d) Employees in the Classification of Flight Simulator Development Engineer will receive a \$2.89 per hour premium, in addition to the pay for a Flight Simulator Engineer.

**ARTICLE 5 - SHIFT DIFFERENTIAL**

(a) An Employee assigned to a shift which begins at or after 12:00 noon and before 5:00 p.m. will receive a shift differential of fifty one cents (\$0.51) pay per hour.

An Employee assigned to a shift which begins at or after 5:00 p.m., and before 5:00 a.m. will receive a shift differential of fifty eight cents (\$0.58) pay per hour.

No shift differential will be received by an Employee assigned to a shift which begins at or after 5:00 a.m. and before 12:00 Noon.

Example:

1.	5:00 a.m. –	11:59 a.m.	None
2.	12:00 noon -	4:59 p.m.	\$0.51
3.	5:00 p.m. -	4:59 a.m.	\$0.58

(b) An Employee will receive the shift differential applicable to the shift to which he is regularly assigned. The applicable shift differential will be included with the Employee's base rate in the calculation of pay for overtime, vacation, holiday, sick leave benefit and benefits paid for absence due to an occupational illness or injury compensable under the applicable Worker's Compensation law.

(c) An Employee who is required by the Company to fly in a training flight (test hop) will receive his regular base pay for each hour or fraction thereof spent on such training flight. The Company will provide a maximum of \$100,000 Test Flight and Observer Aviation Accident Insurance under the conditions outlined in American Airlines liability policy for Employees covered by this Agreement.

## **ARTICLE 6 - OVERTIME**

(a) Daily Overtime: Overtime rates will be paid on a daily basis as follows:

1. One and one-half (1 ½ x) times the regular hourly rate for all hours worked in excess of eight (8) hours in a workday.

2. Two (2 x) times the regular hourly rate for all hours worked in excess of twelve (12) hours in a workday.

3. An Employee hereunder will not be required to suspend work during his regular shift to avoid the payment of overtime nor will he be entitled to overtime rates until he has worked eight (8) hours in the workday, including time worked after his regular shift. Shifts swapped off, comp time and vacation will be considered as worked.

4. When an Employee works overtime in conjunction with his regular shift he will be entitled to a minimum of one (1) hour of overtime at the appropriate rate.

(b) Weekly Overtime: Time worked on an Employee's regularly scheduled days off will be considered overtime and will be paid as follows:

1. One and one-half (1 ½ x) times the regular hourly rate for the first eight (8) hours worked on the sixth (6<sup>th</sup>) day worked in a workweek and double (2 x) the regular hourly rate thereafter.

2. One and one-half (1 ½ x) times the regular hourly rate for the first eight (8) hours worked on an Employee's regularly scheduled work day that is swapped off and double (2 x) the regular hourly rate thereafter.

3. Two (2 x) times the regular hourly rate for all hours worked on the seventh (7<sup>th</sup>) day worked in a workweek.

4. All overtime hours worked over four (4) hours on the sixth (6<sup>th</sup>) day worked in a workweek, that is continuous with and prior to the first (1<sup>st</sup>) regularly scheduled workday in an Employee's workweek, shall be paid at the double time (2 x) rate of pay.

5. Shifts swapped off, sick leave, comp time and vacation will be considered as worked.

6. When an Employee is required to work on his scheduled day or days off he will be entitled to at least eight (8) hours of work unless he consents to less time.

7. Time paid for and not worked on a Holiday will be considered as time worked for purposes of computing overtime.

(c) Shift differential and all applicable overrides and premiums will be compounded in the calculation of overtime rates.

(d) Employees will be listed on an overtime list by overtime hours charged from lowest to highest. In the event that more than one Employee has the same amount of hours, seniority shall govern and the more senior Employee shall be above the junior.

1. Overtime work shall be distributed among the Employees qualified to perform the work necessitating overtime within the crew or appropriate work unit based on the overtime list except overtime assigned to a Simulator Engineer who has been assigned to a Special Assignment and that overtime is directly related to that Assignment. (This paragraph does not apply to the positions of Flight Simulator Development Engineer and Technical Coordinator.)

2. Employees shall be charged one hour for each hour of straight-time pay or comp received for all overtime worked, for equalization purposes, based on Section Q below. For example, an Employee who works eight (8) hours of overtime at the rate of time-and-one-half ( $1 \frac{1}{2} \times$ ) will be charged for twelve (12) hours on the overtime list.

3. The record of overtime worked, or charged to Employees for equalization purposes, will be made available to the Employees affected by posting or other appropriate methods.

4. Employees will complete the overtime sign-up list weekly if interested in being called for overtime.

5. When conditions exist that allow for pre-planning of overtime, an overtime bid sheet shall be posted. This bid sheet shall consist of the overtime list as well as the overtime period being bid for, amount of positions required and the closing time and date of the bid.

a. Employees wishing to bid for the posted overtime shall initial the bid sheet in the appropriate area. At the closing of the bid, the overtime list hours shall be updated and the overtime bid shall be awarded using this list. All Employees shall be listed as eligible, ineligible or disqualified and the overtime awarded based on the rules in Section (q) below.

6. When conditions exist that do not allow for pre-planning but at least one (1) hour exists before the required overtime period, an overtime call-in shall be accomplished by the following procedures:

a. Make a copy of the most current Overtime list.

b. Using the most recent work schedule, Overtime list and the Overtime sign-up list, determine the eligibility of each Employee in accordance with Section (q).

c. For the first time through the overtime list, call only the eligible Employees from the Overtime sign-up list starting with the one lowest in ranking on the overtime list.

d. If none of the eligible Employees from the Overtime sign-up list accept the overtime, start calling the ineligible Employees from the Overtime sign-up list starting with the one lowest in ranking on the overtime list.

e. Repeat steps c. and d. for those Employees not on the Overtime sign-up list.

f. If, after exhausting the list of ineligible Employees, no one has accepted the overtime, the overtime shall go unfilled. If this would result in coverage being one person or less, or you feel that there is an emergency, Management must be contacted.

7. In the event of an emergency and where there are insufficient available Employees, the Company may then assign Employees, qualified for the requirement, who are the lowest on the overtime list to perform such work.

8. When conditions exist which could not be pre-planned for and which require immediate action, the Company may offer overtime to qualified Employees finishing a shift who are lowest on the overtime list. Additionally, if overtime is to be of four (4) hours or less and will occur continuous with an oncoming shift, the qualified Employee next due overtime on the oncoming shift may be called for such overtime.

9. An Employee, lowest on the overtime list, who has been bypassed for overtime shall be paid for that overtime at the rate that would have been paid if the Employee had worked the overtime.

10. Employees who are to work posted overtime will be given at least twenty four (24) hours' notice of such overtime.

(e) An Employee working overtime will not be required to work more than four (4) hours continuously after the regular work period without being permitted a meal period. An Employee working two (2) or more hours of overtime will be granted a meal allowance of three dollars (\$3.00).

(f) An Employee whose overtime working period continues into the following day will continue to receive overtime rates for all overtime so worked.

(g) If any work period including overtime will continue so that its termination will fall less than seven and one-half (7-1/2) hours prior to the commencement of the Employee's regular shift in the succeeding workday, he will receive pay at the rate of double time (2x) his regular hourly rate for that succeeding regular shift.

(h) Overtime rates shall be paid for not less than four (4) hours to any Employee called back to work for any duty not continuous with his regular workday.

(i) For pay purposes, all overtime scheduled or worked on a Holiday shall be governed by Article 7 Holidays.

(j) No overtime will be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained, or as otherwise agreed to.

(k) When it is determined that a situation exists requiring the attention of a Simulator Engineer with specific technical skill and experience, on an overtime basis, the Company will proceed to call in the Engineer it deems most experienced to perform such work, but will also call in the Engineer with the lowest number of accumulated overtime hours from the overtime list as delineated in Section (d) of this Article. If more than one specialized Engineer is called in to perform such work an equal number of Engineers with the lowest number of overtime hours will also be called in for overtime as delineated in Section (d) of this Article.

(l) Employees may elect to receive compensatory time off in lieu of the receipt of overtime pay, based on an hour of time off for each straight-time hour that would otherwise have been paid. For example, an Employee who works eight (8) hours of overtime at the rate of time-and-one-half ( $1 \frac{1}{2} \times$ ) will receive twelve (12) hours of compensatory time off. Such time off will be taken at a time mutually agreed upon between the Employee and the Company. No Employee may have more than eighty (80) hours of compensatory time in the bank. An Employee's compensatory time off bank will be paid out upon termination of the Employee's employment.

(m) Employees will be permitted to use compensatory time off from their bank at not less than one (1) hour increments. An Employee must enter such requests using the Company approved form prior to the requested time off. Compensatory time off requests shall be awarded as determined by the Company depending on the needs of the service. Requests to use compensatory time will be processed in the same fashion as DAT days. When Management personnel are unavailable, Leads may approve compensatory time off in accordance with agreed upon procedures.

(n) An Employee shall not be paid overtime as a result of changes in shifts or days off due to the shift bid, and it is recognized that a change in days off may result in an Employee working more or less than five (5) consecutive days without overtime and having more or less than two (2) consecutive days off.

(o) When operational conditions change which would no longer necessitate overtime awarded, the overtime may be cancelled only where advance personal notice of no less than sixteen (16) hours is given to the affected Employee.

(p) Development Engineers and Technical Coordinators will remain on the overtime list and will be charged for all overtime worked for equalization purposes while in those Classifications, in the event they return to the Simulator Engineer classification.

(q) Overtime Eligibility Rules:

1. For the purposes of processing overtime eligibility, Employees will be classified in one of the three categories of Eligible, Ineligible or Disqualified.

a. Eligible Employees will be called on the first pass-through of the overtime list for a call-in and may be awarded the overtime on a posted overtime.

b. Ineligible Employees will be called on the second pass-through of the overtime list if no Eligible Employee has accepted the overtime for a call-in or may be awarded the overtime if no Eligible Employee has signed up for the posted overtime.

c. Disqualified Employees are not eligible to work the overtime under any circumstance. They will not be called for a call-in or awarded a posted overtime.

d. A shift shall mean a work shift as defined in Article 3 Hours of Work/ Shift Assignment of this Agreement.

2. Treatment of Days for Eligibility Purposes:

a. Swapped off workdays are treated as scheduled days off.

b. Holidays taken off are treated as scheduled days off.

c. Compensatory days and hours off are treated as vacation.

3. Overtime Eligibility:

a. Sick – Employee is disqualified for a twenty-four (24) hour period starting at the beginning of the shift the Employee is sick for. If the Employee is already scheduled to work an overtime period within that twenty-four hour (24) period, he can no longer work the overtime and must inform the Company that the overtime period must be reassigned.

b. Union Business – Employee is disqualified for a twenty-four (24) hour period starting at the beginning of the shift taken off for Union business.

c. Compressed Workweek (4-10's) – Employee is eligible for all overtime as long as such overtime does not exceed sixteen (16) hours.

d. Special Assignment – Employee is ineligible for all posted and call-in overtime while assigned to Special Assignment.

e. Training – Employee is ineligible for all posted and call-in overtime while scheduled for training.

f. Double Shifts – Employee is disqualified for all overtime from the beginning of the shift prior to the double shift to the end of the shift after the double shift.

g. Vacation/Comp – Employee is eligible for all overtime.

h. Bereavement – Employee is disqualified for all overtime from the end of the last shift worked before until the end of the first shift worked after bereavement leave.

i. Military/Jury Duty - Employee is ineligible for all overtime from the end of the last shift worked before to the end of the first shift worked after military/jury duty.

j. Leaves of Absence/ FMLA Leave – Employee is disqualified for all overtime from the end of the last shift worked before until the end of the first shift worked after LOA/FMLA Leave.

#### 4. Charging for Overtime:

a. For equalization purposes, overtime hours shall be charged based on one hour charged for one hour of straight-time pay or comp received.

(r) The following are additional rules regarding overtime when either a “swapped on” or “swapped off” shift could affect the rate of overtime pay:

1. A day worked is defined as any hours worked within the workday or day off, as defined in Article 3 Hours of Work/ Shift Assignment of this Agreement.

2. Overtime worked on normally scheduled workdays that are swapped off will be paid as sixth (6<sup>th</sup>) day worked.

3. Overtime worked on normally scheduled workdays will not affect the overtime rate of pay on normally scheduled days off.

4. For overtime worked on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days worked, normally scheduled workdays that are swapped off are considered days worked.

5. Any overtime period worked in conjunction with a shift worked at straight time rates will be paid at the rate of time and one-half (1 ½ x) the total hourly rate for the first four (4) hours and double time (2x) thereafter.

(s) The following are additional overtime rules regarding a compressed work week (4-10's):

1. Employees working a compressed work week will be eligible for overtime on all shifts as long as such overtime does not result in the Employee working more than sixteen (16) continuous hours.

2. Overtime rate of time and one-half (1 ½ x) the total hourly rate shall be paid for all hours worked in excess of ten (10) hours in a workday and the first eight (8) hours worked on the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) days worked in a workweek.

3. Overtime rate of double (2x) the total hourly rate shall be paid for all hours worked in excess of eight (8) hours on the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) days worked in a workweek and for all hours worked on the seventh (7<sup>th</sup>) day of the workweek so long as either the fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) day of the workweek was worked. Overtime rate of double (2x) the total hourly rate shall be paid for all hours worked in excess of fourteen (14) hours in a workday.

## ARTICLE 7 - HOLIDAYS

(a) The following days are designated paid holidays:

**New Year's Day**  
**President's Day**  
**Good Friday**  
**Memorial Day**  
**Independence Day**  
**Labor Day**  
**Veterans Day**  
**Thanksgiving Day**  
**Day after Thanksgiving**  
**Christmas Day**

(b) When a full complement is not required on a holiday, the day off is offered on the basis of seniority by work section, classification and shift. Requests for the day off must be sent to the Employee's manager a minimum of fourteen (14) calendar days prior to the holiday. If the required reduced complement is not achieved on a voluntary basis, the day off is assigned in inverse order of seniority by work section, classification, and shift. Employees who will be given the day off are notified at least three (3) calendar days before the holiday occurs.

Dependent on the needs of the service, an Employee assigned the day off in inverse order of seniority due to work force requirements on a holiday will have the option to work the holiday at the straight time (1x) rate of pay and either take the day off in conjunction with his weekend days off during the week in which the holiday falls, or receive compensatory time at straight time (1x) rate for the Employee's normally scheduled shift. (This paragraph does not apply to the positions of Flight Simulator Development Engineer and Technical Coordinator.)

(c) If a holiday falls within an Employee's vacation period, he may elect to receive an extra day of pay at straight time (1x) rates in lieu of the holiday, an additional day of vacation will be added to the beginning or end of his paid vacation period, or receive compensatory time for the shift at straight time (1x) rates.

(d) Holiday pay shall be paid as follows:

1. An Employee who is required to work any of the above holidays on his normally scheduled workday shall receive eight (8) hours of holiday pay at straight time (1x) rate plus time and one-half (1 ½ x) the regular rate for the Employee's normally scheduled shift, or may elect to receive either:

a. Pay at time and one half (1 ½ x) rate for the Employee's normally scheduled shift and eight (8) hours of compensatory time at straight time (1x) rate, or

b. Pay at eight (8) hours of straight time (1x) rate and compensatory time at time and one half (1 ½ x) rate for the Employee's normally scheduled shift, or

c. Compensatory time for eight (8) hours of holiday pay and compensatory time for time and one half (1 ½ x) rate for the Employee's normally scheduled shift.

2. All hours worked in excess of the Employee's scheduled shift (continuous or not) shall be paid at double and one-half (2 ½ x) rate, except those hours worked as a result of the Holiday Coverage Bid, which will be paid at the time and one-half (1 ½ x) rate .

3. An Employee who works overtime on any of the above holidays on his normally scheduled day off shall receive eight (8) hours of holiday pay at straight time (1x) rate plus double (2x) the regular rate, for the first eight (8) hours. He shall receive double and one-half (2 ½ x) the regular rate for all hours worked in excess of eight (8) hours (continuous or not).

4. Employees who are not scheduled or directed to work or who are excused from work on a paid holiday shall receive eight (8) hours of holiday pay at their straight time (1x) rate or may elect to receive eight (8) hours of compensatory time at their straight time (1x) rate. Employees normally scheduled to work a ten (10) hour shift who are excused from work pursuant to paragraph (b) on a paid holiday shall receive an additional two (2) hours of pay at their straight time (1x) rate.

5. 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 of holiday pay at his straight time (1x) rate. There shall be no charge to his accrued sick leave. Employees scheduled for ten (10) hour shifts may use two (2) hours sick time and will be charged for said sick time.

(e) All applicable premiums and shift differential will be included in the pay for hours worked on holidays and in holiday pay.

**ARTICLE 8 - VACATIONS**

(a) Employees hereunder will become entitled to and receive vacation allowance in accordance with the following:

1. During the Employee's first (1st) calendar year of service (Company Seniority), he earns eight (8) hours of vacation for each full calendar month of employment up to a maximum of eighty (80) hours of vacation (no vacation is earned in June and October).

2. The following vacation allowance will apply:

<b><u>Years of Service</u></b> <b><u>(Company Seniority)</u></b>	<b><u>Accrual Rate</u></b> <b><u>Hours per</u></b> <b><u>Month</u></b>	<b><u>Max Accrual</u></b> <b><u>Hours per Year</u></b>
Less than 5	8	80
5 - 16	12	120
17 - 24	16	160
25 - 29	20	200
30+	24	240

3. In computing vacation eligibility under this Article:

In any calendar month, fifteen (15) days or more of service with the Company will be considered a full month and less than fifteen (15) days will not be considered.

4. An Employee's unused vacation allowance may be carried over to the next year, up to the amount earned in that year.

(b) The pay for such vacation will be at the pay, which the employee would normally have received at his straight-time rate at the time the vacation is taken including all overrides, premiums and shift differential.

(c) Prior to the vacation bid the Company will designate the number of available vacation slots for each week (5-day block of Monday through Friday). Vacation slots may be so designated within each work group or section as will not interfere with the requirements of the service. Requests for vacation preference for the following year will be open on the departmental website not later than October 15th of each year and Employees eligible will list their preference not later than November 1st. The vacation periods will be assigned and posted on the departmental website by November 15th.

If an Employee is requested by the Company in writing to forego his vacation during the year in which it is to be taken and has not received it by the end of that vacation selection period, the Employee will be entitled to carry over the amount of foregone vacation in excess of the limits set in Paragraph (a) 4. or to pay in lieu of same at the option of the Employee.

(d) Vacation slots will be awarded by seniority on a round by round basis. Vacation bids will be by 5-day blocks (week) of Monday through Friday. Consecutive weeks will be considered as one bid. Employees will prioritize their choices for vacation. For the first three rounds the Employee will be awarded his first choice by seniority unless that slot is unavailable, in which case he will be awarded his second choice; if unavailable his third choice; etc. For the fourth round Employees may bid and be awarded non-consecutive weeks based on seniority and availability.

During the first round the Employee may bid up to the amount of vacation earned in that year. In the subsequent rounds the Employee may bid any remaining vacation earned in that year and any vacation allowance carried over from the previous year.

After shift bids are awarded Employees will have the option to adjust their bid vacation either direction to fit their awarded days off or elect to keep the bid vacation as is.

An Employee who wishes to cancel an awarded vacation must provide notice and obtain approval in advance from the Company. If an awarded vacation is no longer being used by an Employee, that vacation week(s) will be offered to the next most senior Employee who bid for that week(s) during the vacation bid.

(e) If an Employee hereunder takes a leave or leaves of absence which exceeds or the total of which exceeds sixty (60) calendar days during any calendar year, any days exceeding the sixty (60) days will not be considered for Paragraph (a) 3. No deduction from vacation allowance will be made for leaves of absence granted due to injury sustained while on duty.

(f) In the event of termination of employment with the Company, an Employee hereunder who has completed his probationary period will be paid for vacation accrued but not previously taken 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 unaccrued 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.

(g) An Employee who has been furloughed, has been paid for all vacation due him at the time of furlough, and who is subsequently recalled to work will accrue vacation allowance from the date of his reemployment in accordance with paragraph (a), subparagraphs 2. and 3.

(h) An Employee who has been assigned a vacation period will not have his vacation dates changed without his consent, unless he is notified of such change in writing thirty (30) days in advance of the starting date of his vacation. This will not apply in case of emergency; that is, 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, damage to a training center and/or training equipment that would cause a major disruption to the training operation and airworthiness reasons which may threaten grounding of aircraft in the fleet.

(i) An Employee's scheduled days off immediately following his vacation will be the same as his scheduled days off immediately preceding his vacation.

(j) An Employee may reserve all or part of the vacation earned each year as DAT vacation. All vacation not bid on the yearly vacation bid will be reserved as DAT vacation.

Any Employee wishing to use DAT vacation must provide the Company with a written request prior to the affected shift. The granting of DAT vacation will first be predicated on the needs of the service. When more than one (1) Employee seeks DAT vacation, seniority under the Agreement will govern.

DAT vacation can be taken in no less than one (1) hour increments.

DAT vacation will be awarded based on seniority, on the day the work schedule bid closes which contains the requested vacation day(s). If a continuous group of DAT vacation days are requested which continue into the next work schedule period, the days in that period will be awarded or denied when the work schedule bid is closed for that period. DAT vacation days requested after the close of the work schedule bid will be awarded on a first-come, first-served basis.

In the event that an Employee's DAT request is denied based on the needs of the service, the Employee may be permitted to arrange for another Employee to work for him. The substitute Employee will be paid for the shift at straight time (1x) rates and the original Employee will be granted the DAT request.

## **ARTICLE 9 - PROBATIONARY PERIOD**

(a) New Employees, regardless of Classification, will be considered on probation for the first year, except that if a new Employee meets the following conditions, his probation may be as short as six (6) months: an Employee who has satisfactorily completed all required training for new Employees and demonstrated the ability to perform all normal duties of his Classification for a two (2) month period will be deemed to have completed probation at the end of the second month of such demonstration and will be so notified in writing of the effective date. After such notification, Employees will not be subject to discharge without cause and will have full representation provided for under Article 29 Representation and be afforded all provisions under Article 30 Grievance Procedure for Dismissal/ Corrective Action.

(b) It is agreed that all duties and responsibilities, regardless of Classification, will be fully explained to new Employees. The Company will make the traditional resources available to the new Employee, as needed, in order to meet the stated objectives. It is agreed that the new Employee must demonstrate the initiative required to meet the stated objectives.

(c) The Company will maintain a training record for each new Employee. This record will be shared with the new Employee and the Union and copies will be provided upon request of the new Employee and the Union.

(d) Employees on probation may be required to have their performance evaluated at any time, but no later than three (3) months. It is understood by the parties that the right of the Company to release an Employee at any time during the probationary period without the benefit of a performance evaluation as provided for above is unaffected.

## **ARTICLE 10 - SENIORITY**

(a) Company Seniority shall commence with the date of placement as a permanent Employee on the payroll of the Company, as adjusted by the terms of this Agreement.

(b) Classification Seniority shall commence with the date of placement within a Classification covered by this Agreement and shall dictate an Employee's position on the seniority list regardless of Classification.

(c) Pay Seniority shall be an Employee's Classification Seniority as adjusted by the terms of this Agreement.

(d) All references in this Agreement to seniority shall mean Classification Seniority in a Classification under this Agreement except where specific reference is made to Company Seniority or Pay Seniority.

(e) Classification Seniority shall govern all covered Employees in their retention in case of a reduction in force, voluntary furlough, voluntary demotion, bidding rights for work schedules, choice of vacation periods, choice of and filling of vacancies when qualified, and recall after release due to reduction in force or voluntary furlough.

(f) Classification Seniority shall also govern choice of days off and shifts, when not in conflict with Company standards of skill level requirements.

(g) If an Employee is transferred from one Classification, location or Work Section to another in a position covered by the provisions of this Agreement, his seniority will not be broken.

(h) Seniority rights of an Employee who, on the date he is furloughed, has completed his probationary period under this Agreement shall not terminate unless as described in Article 14 Loss of Seniority.

(i) An Employee in the bargaining unit who accepts a position within the Simulator Support Department outside the bargaining unit will lose one (1) day of Classification seniority for every day he is outside the bargaining unit. Said Employee may only exercise his/her Classification seniority if an opening exists and only to the Flight Simulator Engineer classification and Simulator Operational Support Work Section.

An Employee in or outside the bargaining unit who accepts a position outside of the Simulator Support Department shall forfeit all seniority rights under this Agreement.

(j) Effective with the date of signing of this Agreement, the relative seniority of new Employees hired on the same date shall be determined by the last four (4) digits of the Employees' 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 the signing of this Agreement will remain unchanged.

## **ARTICLE 11- CLASSIFICATIONS AND QUALIFICATIONS/ WORK SECTIONS**

### (a) Work Sections

1. Employees covered by this Agreement shall be assigned to one of the following Work Sections:

- a. Simulator Operational Support
- b. Audio/Visual
- c. Technical Support
- d. Development Engineering

2. The above Work Sections have been established by the Company for the purpose of determining to which particular Work Section hereunder specific work and duties will be assigned. There may be times when as a result of new work or equipment or a change in the work process, the Company will reassign, or combine work and duties that have been performed in one Work Section to another Work Section. In accomplishing such reassignment, the Company reserves the right to create a Work Section or combine Work Sections which may result in the elimination of a Work Section, to meet operational requirements.

3. In establishing these Work Sections, the parties recognize that the descriptions are not necessarily all inclusive. When it is necessary to determine to which Work Section any work and duties not yet described will be assigned, the appropriate Work Section will be determined by where the majority of the normally assigned work and duties lie.

4. Duties of the Audio/Visual Work Section include but are not limited to: fabrication, maintenance, modification, evaluation, relocation, assembly and disassembly of emergency evacuation trainers, food service trainers, audio/visual equipment, mock-ups, safety training equipment, and fabrication equipment.

5. Nothing in this Article is intended to preclude normal Employee cooperation one with the other, nor is it intended that where Employees have rendered assistance one to the other that the terms of this Article preclude such continuing.

(b) Classifications

1. Flight Simulator Engineer

A qualified Flight Simulator Engineer shall have a minimum education of a two (2) year degree in an accredited electronics school or a related technology (or equivalent experience). A Flight Simulator Engineer will possess practical and theoretical knowledge required in the simulated environment. Such knowledge will include but is not limited to proficiency in analog/digital theorems and techniques at a level to include some design capabilities, system concepts on computer systems, linkage, data storage devices and peripheral equipment, proficiency in software language manipulation, skills necessary for system troubleshooting, remodeling and trainer enhancements, proficiency in hardware/software and electronics.

A Flight Simulator Engineer will perform as required or assigned the maintenance of aircraft systems operation, emergency evacuation trainers, visual flight crew training devices, mock ups, motion systems, control loading, and classroom training equipment; when assigned, the Flight Simulator Engineer will perform maintenance of miscellaneous audio and visual equipment. This includes the troubleshooting, repair, overhaul, adjustment, maintenance, calibration, testing, inspection, installation, relocation, removal, networking and modification to maintain equipment operating requirements and regulatory compliance of flight simulators, flight simulator sub-systems and components, flight simulator visual systems, flight simulator visual database modeling, cockpit procedure trainers, and ground school training devices (including integrally associated pneumatic, hydraulic and linkage systems, control cables and computers and peripheral equipment) used for flight training. A Flight Simulator Engineer should be able to monitor the performance of various components of flight simulator systems, during circuitry loading and operational sequencing, for early detection of malfunctioning symptoms and take corrective action to prevent and/or minimize shut downs and maximize up time of equipment. The Flight Simulator Engineer shall maintain required forms, records, equipment logs, perform operational checks and preventive maintenance in compliance with Company procedures and requirements. The Flight Simulator Engineer, upon assignment, shall install design modifications from approved simulator engineering releases and rectify obvious discrepancies and provide feedback if redesign is required. Upon assignment, the Flight Simulator Engineer will perform development and installation of lesson plans, perform hardware and software design, and will participate with vendor and other Company

technical personnel in developing new and/or modified equipment design specifications with the objective of improving the realism, operation, reliability, and ease of maintenance of the equipment. Where it pertains to component level repair, overhaul or adjustment, equipment classified as airworthy under FAA order number 8130 is excluded.

Flight Simulator Engineers may be required to give instruction and training to other Employees, and instruction and training concerning training equipment operations and procedures to users and Employees of any Classification and supervise other personnel in the modification, assembly, maintenance of simulators, mock-ups, and other training devices. Also, the Flight Simulator Engineer may be required to maintain the associated stock, manuals, and documentation systems and procure parts as needed for the repair of equipment.

In addition to the maintenance of equipment as above described, the Flight Simulator Engineer may be assigned to assist in the development and enhancement of trainers and systems, system evaluation, testing and programming of software as necessary to maintain equipment operational certification for simulator operation and related training equipment.

As required or assigned, the Flight Simulator Engineer will research vendor sources to provide essential spare parts, maintain required maintenance records, coordinate with Federal Aviation Administration personnel, assist in QTG modifications and FAA evaluations, attend vendor training; generate technical documentation for example (instruction manuals, wire lists, system schematic drawings, mechanical assembly drawings, etc.) fabricate training equipment parts or complete pieces of equipment; perform and evaluate simulator flight functions; perform modifications to maintain equipment operating requirements; implement engineering change orders, and bulletins to advise flight training staff on the operation of training equipment and perform non-technical tasks, as required by the Simulator Support Department.

A Flight Simulator Engineer will maintain proficiency as possible in the practical and theoretical knowledge required to perform the full scope of this job Classification.

## 2. Flight Simulator Development Engineer

A Qualified Flight Simulator Development Engineer, in addition to meeting the requirements of Paragraph (b) 1. of this Article, shall have a minimum of five (5) years of experience in the maintenance of Flight Simulators or Visual Systems and will have worked for the Company as a Flight Simulator Engineer a minimum of one (1) year, unless Article 12 Promotions and Jobs to be Posted/Transfer, Paragraph (a) "Development Engineer" 3. is utilized. Also, he should have a high level of understanding of the software used in the simulators and related equipment. It is the Company's intent to promote Employees under this Agreement to Flight Simulator Development Engineer positions, should qualified personnel apply and be accepted for such vacancy.

The work of a Development Engineer shall be the same as that of a Flight Simulator Engineer (not including items routinely accomplished by other Work Sections) with the additional responsibility of experimental work on said equipment. He will take part in design specification, procurement, and acceptance of new equipment and spares. Additional responsibilities will include project management, regulation control, and software configuration.

The Development Engineer will review all aircraft Engineering Change Orders (ECOs) and develop the necessary Simulator Modifications (SIMECO). He will also act as the primary contact for each fleet type.

Flight Simulator Development Engineer positions will not be included in the manning numbers for simulator maintenance personnel and will not be used as shift coverage or as a means of avoiding overtime for simulator maintenance.

## 3. Temporary Lead Flight Simulator Engineer

A qualified Temporary Lead Flight Simulator Engineer will meet the requirements of Paragraph (b) 1. of this Article.

The work of a Temporary Lead Flight Simulator Engineer shall be the same as that of a Flight Simulator Engineer but who, as a working member of the group, is charged with the responsibility of assigning, directing and approving the work of other employees as directed by the Company. He may be required to give instruction and training to employees and others, and may be required to check, review and verify the work sheets, forms and work of Flight Simulator Engineers. The number of Temporary Lead Flight Simulator Engineers and their job assignments shall be determined by the Company.

#### 4. Technical Coordinators

The work of the Technical Coordinator classification will be comprised of the basic duties and functions within the Classification for Flight Simulator Engineer (not including items routinely accomplished by other Work Sections). The Technical Coordinator will perform the duties as presently assigned and may be required to perform additional duties as determined by Management and the needs of the operation. In addition to and depending upon assignment, the Technical Coordinator Classification includes any or all of the following:

- Receives assignments from management.
- Provides technical assistance to engineering and maintenance personnel.
- Performs research to resolve obsolete parts issues.
- Assists in the establishment of economic order quantities.
- Locates new suppliers and vendors to insure a prompt and efficient supply of materials for maintenance and engineering.
- Accomplishes the requisitioning, receiving and stocking of materials.
- Maintains Inventory and Requisition databases as assigned.
- Develops and provides reports on spending performance, inventory levels, requisitions, and maintenance activities.

- When assigned, provides training through both formal classroom environments and OJT sessions to other company personnel.
- Assists in the development of maintenance procedures, plans and work assignments to facilitate the timely repair of training equipment.
- Assists in the development of Parts Lists and Preventive Maintenance tasks and schedules.
- Debriefs flight crews, maintenance and engineering personnel, reviews log records, analyzes all available data when assigned to increase the efficiency and accuracy of procedures and logistical support efforts.
- Coordinates findings with appropriate personnel to resolve related technical maintenance problems.
- When assigned, provides Network administration and development support to department networks.
- When assigned, provides Client workstation development and support to department network systems.
- Maintains and administers department network systems and software to support Antivirus Control, Configuration, Maintenance Management Systems, and Documentation Management Systems.
- Develops and provides assistance on the development of technical training curricula.
- Monitors operational engineering and maintenance performance to ensure compliance with FAA, SQAAP and standard operating procedures.
- Monitors simulator and visual reliability performance through maintenance and engineering databases; detects and eliminates repetitive discrepancies through database analysis.
- Provides technical information to management on technical, logistical and procedural issues to improve equipment and operational performance.

- If assigned, works directly with outside contractors and other personnel to provide direct assistance and guidance in the detection and recommended repair action to be taken.
- Works according to FAA and Company regulations and complies with procedures in all applicable manuals.
- Communicates with other company personnel as required in a manner designated by the Company.

Technical Coordinator positions will not be included in the manning numbers for simulator maintenance personnel and will not be used as shift coverage or as a means of avoiding overtime for simulator maintenance.

Technical Coordinators will be assigned within the Technical Support Work Section.

a. Qualifications for the Technical Coordinator:

An applicant for the position of Technical Coordinator will possess a minimum of five (5) years' experience in the maintenance of Flight Simulators or Visual Systems and will have worked for the Company as a Flight Simulator Engineer a minimum of one (1) year.

Additional qualifications may be required to meet operational needs due to changing technology or work practices. Such additional qualification requirements will be posted at such time as the opening is posted.

The applicant shall possess and be able to demonstrate advanced knowledge, practical and personal skills or abilities in the following areas:

- 1) A proven or past personal performance history of possessing a high degree of initiative, dependability and the capability of working with minimal supervision.
- 2) Procedures and techniques used in troubleshooting and repair of simulators and visual systems used by the Company utilizing the documentation provided by the manufacturer or other sources.

3) Proficiency in the use of manuals, supply catalogs, procedures, schematics and other documentation and reference tools.

4) Proficiency in both oral and written communications for the instruction of Employees, individually or in a group. Proficiency in developing training courses and administrating training procedures provided by the Company.

5) Completion of Company records, to include but not limited to; reports, log books, Change forms, and other associated forms in a comprehensible and proficient manner.

6) In-depth knowledge of Personal Computers, application software and networking fundamentals.

7) Excellent communication skills.

8) Organizational skills.

9) Knowledge of logistical and support methodologies and procedures.

## **ARTICLE 12 – PROMOTIONS AND JOBS TO BE POSTED/TRANSFER**

### **(a) Promotions**

#### **Technical Coordinator**

1. Whenever qualifications will be required for the purposes of a promotion to Technical Coordinator, the selection of personnel for the position will be conducted by a Technical Coordinator Selection Panel. The Company and the Union will agree on a method to evaluate and select the most qualified candidate. This panel will be comprised of two members of management (one of the management representatives will be from outside of the Simulator Support department) and two representatives of the Union. The panel will jointly interview candidates bidding for the position to determine the most qualified applicant based on the Qualifications required. The Technical Coordinator Selection Panel will select the most qualified Employee based on the qualifications required for the posted position. If necessary, the final decision (tie-breaker) will be made by the Director of Simulator Support and Engineering.

2. Whenever vacancies for a Technical Coordinator job classification become available, Management will post notice (at each base) of such vacancies and the qualifications required for a minimum of thirty (30) calendar days. Employees desiring consideration by the Selection Panel must submit their written application to the Company official detailed on the notice prior to the posted closing date.

3. The qualifications and job descriptions for existing Technical Coordinator positions will be available for all Employees to review, including those Employees who are interested in pursuing future vacancies. Postings for the promotion to Technical Coordinator will be restricted to the Simulator Support Department. When a Technical Coordinator job vacancy occurs because of a Technical Coordinator's self-demotion, the posting for the job vacancy will be restricted to the Simulator Support Department at that Technical Coordinator's location. Awarding of such vacancies will be determined by the Technical Coordinator Selection Panel outlined above.

4. A vacancy created by the transfer, demotion, retirement or resignation of a Technical Coordinator may be filled by the Company at its option. The Company at its sole discretion will decide how many Technical Coordinators will be required at any time and how they will be scheduled and assigned to best benefit the operation.

5. Technical Coordinators will not participate in the normal Flight Simulator Engineer vacation, Holiday, overtime and shift bids but may participate in a separate vacation bid and will be eligible for overtime according to their separate Work Section. Technical Coordinators will with sufficient justification, and with Management's approval or direction, work flexible schedules that allow them to adjust their shift times to satisfy the completion of their assignments.

6. Technical Coordinators will remain on the overtime list and will be charged for all overtime worked for equalization purposes while in the Technical Coordinator Classification, in the event the Technical Coordinator returns to the Flight Simulator Engineer classification.

#### Development Engineer

1. Whenever qualifications will be required for the purposes of a promotion to Development Engineer, the selection of personnel for the position will be conducted by a Development Engineer Selection Panel. The Company and the Union will agree on a method to evaluate and select the most qualified candidate. This panel will be comprised of two members of Management (one of the Management Representatives will be from outside of the Simulator Support Department) and two representatives of the Union. The panel will jointly interview candidates bidding for the position to determine the most qualified applicant based on the qualifications required. The Development Engineer Selection Panel will determine if the candidates meet the posted position requirements and then select the most qualified Employee based on the qualifications required. If necessary, the final decision (tie-breaker) will be made by the Director of Simulator Support and Engineering.

Management will meet with the Union and Development Engineers in an effort to develop a skills test to determine minimum standards for application (on top of previously specified Development Engineer prerequisites).

2. Whenever vacancies for a Development Engineer become available, Management will post notice (at each base) of such vacancies and the qualifications required for a minimum of thirty (30) calendar days. Employees desiring consideration by the Selection Panel must submit their written application to the Company official detailed on the notice prior to the posted closing date.

3. The qualifications and job descriptions for existing Development Engineer positions will be available for all Employees to review, including those Employees who are interested in pursuing future vacancies. Postings for the promotion to Development Engineer will be restricted to the Simulator Support Department. When a Development Engineer vacancy occurs because of a Development Engineer's self-demotion, the posting for the job vacancy will be restricted to the Simulator Support Department at that Development Engineer's location. In the event it is jointly determined that no qualified candidate exists or is interested in a Development Engineer vacancy, the posting for the job vacancy will not be restricted to the Simulator Support Department. Awarding of such vacancies will be determined by the Development Engineer Selection Panel outlined above.

4. A vacancy created by the transfer, demotion, retirement or resignation of a Development Engineer may be filled by the Company at its option. The Company at its sole discretion will decide how many Development Engineers will be required at any time and how they will be scheduled and assigned to best benefit the operation.

5. Development Engineers will not participate in the normal Flight Simulator Engineer vacation, Holiday, overtime and shift bids but may participate in a separate vacation bid and will be eligible for overtime according to their separate Work Section. Development Engineers will with sufficient justification, and with Management's approval or direction, work flexible schedules that allow them to adjust their shift times to satisfy the completion of their assignments.

6. Development Engineers will remain on the overtime list and will be charged for all overtime worked for equalization purposes while in the Development Engineer Classification, in the event the Development Engineer returns to the Flight Simulator Engineer Classification.

It is not the Union's intent to displace a member from their home base without a reduction in force in the Department. With this in mind, the following procedures shall govern:

a. All available openings for "premium positions" (i.e. Development Engineer, Technical Coordinator) will be posted as available to everyone in all bases, unless otherwise limited herein. Since each Technical Coordinator position performs a specific function, Employees must apply for each specific Technical Coordinator job vacancy in order to be considered for the job vacancy.

b. Management will simultaneously inform all Employees as to the status of manpower numbers (i.e. is there a "manpower vacancy") at the base of the posted opening.

c. If a manpower vacancy does exist, all Employees in all bases will be eligible for the opening. (If the position is awarded to someone currently outside the base with the opening, the contract shall govern regarding voluntary relocation).

d. At the closing date of the posted opening, management shall inform all applicants of their eligibility.

(b) Process Review Panel

1. A Process Review Panel, comprised of the Vice President-Employee Relations or his designee and the Union's International Vice President or his designee, will be established to review and resolve questions or issues that arise regarding the conduction of the Selection Process(es). Their decision will be final and binding.

(c) Performance Review and Demotion

1. Technical Coordinator

a. An Employee selected as Technical Coordinator will upon the completion of his first 60 days have his performance formally reviewed by his Manager. During this discussion, the Manager will review the Employee's performance and together with the Employee develop an action plan and timeline to correct any deficiencies. Following the development of this plan, the Manager will on a periodic basis provide feedback on the Employee's performance. These conversations will be documented on the Performance Review form. At the conclusion of the next 60 days or the allocated time dictated by the action plan another formal performance review will be conducted with the Employee. If his performance remains unsatisfactory, the Company will advise the Union, and then demote the Employee for cause, based on unsatisfactory performance.

b. After the completion of the second 60 days the Technical Coordinator's performance will then be formally reviewed on an annual basis or sooner in the event the Employee's performance becomes unsatisfactory. In the event the Technical Coordinator's performance is deemed to be unsatisfactory, the Employee and the Manager will develop an action plan and timeline to correct the unsatisfactory behavior. Following the development of this plan, the Manager will on a periodic basis provide feedback on the Employee's performance. These conversations will be documented on the Performance Review form. At the conclusion of the next 60 days or the allocated time dictated by the action plan another formal performance review will be conducted with the Employee. If his performance remains unsatisfactory, the Company will advise the Union, and then demote the Employee for cause, based on unsatisfactory performance. Upon vacating the position of Technical Coordinator all reviews pertaining to the Technical Coordinator position will be removed from the Employee's personnel file.

## 2. Development Engineer

a. An Employee selected as Development Engineer will upon the completion of his first 60 days have his performance formally reviewed by his Manager. During this discussion, the Manager will review the Employee's performance and together with the Employee develop an action plan and timeline to correct any deficiencies. Following the development of this plan, the Manager will on a periodic basis provide feedback on the Employee's performance. These conversations will be documented on the Performance Review form. At the conclusion of the next 60 days or the allocated time dictated by the action plan another formal performance review will be conducted with the Employee. If his performance remains unsatisfactory, the Company will advise the Union, and then demote the Employee for cause, based on unsatisfactory performance.

b. After the completion of the second 60 days the Development Engineer's performance will then be formally reviewed on an annual basis or sooner in the event the Employee's performance becomes unsatisfactory. In the event the Development Engineer's performance is deemed to be unsatisfactory, the Employee and the Manager will develop an action plan and timeline to correct the unsatisfactory behavior. Following the development of this plan, the Manager will on a periodic basis provide feedback on the Employee's performance. These conversations will be documented on the Performance Review form. At the conclusion of the next 60 days or the allocated time dictated by the action plan another formal performance review will be conducted with the Employee. If his performance remains unsatisfactory, the Company will advise the Union, and then demote the Employee for cause, based on unsatisfactory performance. Upon vacating the position of Development Engineer all reviews pertaining to the Development Engineer position will be removed from the Employee's personnel file.

(d) Self-Demotion

1. Technical Coordinator

The Company will allow a Technical Coordinator to self-demote. The positions to be vacated by the self-demotion process will be posted for bid and awarded by the selection process(es) stated above. If more Employees desire to self-demote than those bidding for the jobs, self-demotions will be limited to the number requesting to back fill the positions. If insufficient bidders are available, the self-demotions will be permitted in seniority order up to the number of bidders. If these conditions are met, the Employee may self-demote at the completion of the current bid cycle. Such an Employee, or an Employee demoted for cause, shall not be permitted to bid for another vacancy in the Classification of Technical Coordinator for a period of twenty-four (24) months following the effective date of such demotion.

2. Development Engineer

The Company will allow a Development Engineer to self-demote. The positions to be vacated by the self-demotion process will be posted for bid and awarded by the selection process(es) stated above. If more Employees desire to self-demote than those bidding for the jobs, self-demotions will be limited to the number requesting to back fill the positions. If insufficient bidders are available, the self-demotions will be permitted in seniority order up to the number of bidders. If these conditions are met, the Employee may self-demote at the completion of the current bid cycle. Such an Employee, or an Employee demoted for cause, shall not be permitted to bid for another vacancy in the Classification of Development Engineer for a period of twenty-four (24) months following the effective date of such demotion.

(e) Bidding Between Work Sections (does not pertain to Technical Support and Development Engineering)

1. Bidding to an open slot:

Vacancies in other Work Sections will be posted by Management when such vacancies become available. The bid period to fill these posted vacancies will be open for a minimum of fourteen (14) days. An Employee who requests a transfer to fill a vacancy in another Work Section under this Agreement will be granted such transfer by seniority (effective next bid cycle) provided he has a minimum of twelve (12) months in his present Work Section.

2. Bidding when there is not an open slot:

a. If an Employee wishes to bid into a Work Section where there is no open slot he will inform Management of his desire.

b. Management will then post a vacancy in that Employees Work Section.

c. If other Employees bid for that vacancy it will be filled as per the procedure for bidding into an open slot (effective next bid cycle).

d. Original Employee moves to the new Work Section (effective next bid cycle).

e. If there are no bids for the vacancy the original Employee must remain in his original Work Section.

3. Bids between Work Sections are open only to Employees within that base.

(f) Transfers

Articles 10 Seniority, 12 Promotions and Jobs to be Posted/Transfer and 16 Recall shall govern in regards to filling of vacancies.

(g) Special Assignments

In instances where necessary skills are required for accomplishment of a project, the Company may make Special Assignments. When circumstances permit the Company will make a reasonable effort to post such assignments and request volunteers. Assignment to these projects will be made by the Company, taking into consideration the objectives of the Special Assignment, as well as the individual's qualifications, experience, and seniority. Special Assignments within a work section will not normally exceed six (6) months. Special Assignments to another work section will not normally exceed four (4) months. If an extension is required, the Company and the Union will meet to establish a mutually agreed upon extension. Such assignments will be on a voluntary basis and individuals so assigned will not participate in the normal Simulator Engineer Holiday, overtime and shift bids during this assignment, and will be eligible for overtime and Holiday work according to the assignment. The assigned Employee will with Management's approval or direction, work flexible schedules that allow them to adjust their shift times to satisfy the completion of their assignment. Work may be assigned during the Flight Simulator Engineer's normal shift, based on their specific skills, experience, and qualifications. However, those Flight Simulator Engineers are expected to fulfill normal shift duties, to include, but not limited to trouble calls, as required. Special Assignment shall be assigned to Flight Simulator Engineers that are working on a project or task that will not allow them the ability to also handle normal shift duties, in conjunction with their project or task and shall not be considered as part of the complement needed for responding to trouble calls.

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

Employees will be pay slotted consistent with Article 27 General (b). We agree to expand upon those vacancies that the Flight Simulator Engineers may be considered for. We agree to allow Flight Simulator Engineers to fill vacancies for all Union Classifications covered under the Aviation Maintenance Technician, Fleet Service, Instructor, Stock Clerk, Technical Specialist, and Plant Maintenance Mechanic Agreements, as long as they meet the remaining requirements under Article 12 Promotions and Jobs to be Posted/Transfer, 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.

Employees who transfer to other Union positions will be pay slotted consistent with Article 27 General (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, and all applicable seniority dates 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 seniority in accordance with Article 10 Seniority to the local Union 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 Union ATD office.

4. The Union ATD office 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) All notifications of furlough shall be by written notice with Employee receipt confirmation.

(b) All Employees furloughed by the Company due to reduction in force will file proper addresses with the Director of Simulator Support and Engineering. Any change in address must be filed promptly in writing, certified mail, return receipt requested, with the Director of Simulator Support and Engineering.

(c) When a reduction in force results in the furlough of Employees under this Agreement, such furloughs shall be handled in inverse order of seniority as provided in Paragraph (e) of Article 10 Seniority of this Agreement. Employees covered by this Agreement who are to be furloughed will receive at least fourteen (14) days' notice, or pay in lieu of such notice. This notice requirement will not apply where an Act of God, fire, any government's action, laws or regulations, or strikes or other work stoppages cause the furlough.

(d) In the event of a reduction in force, notwithstanding other provisions of this Agreement, the reassignment of available Employees between Work Sections to maintain the stability and efficiency of the work force may be effected by the Company providing such reassignment is effected within forty-five (45) days of the effective date of the furlough. Such reassignments shall be based on inverse seniority order.

Employee(s) reassigned under the provision of Article 15(d) as a result of a reduction in force, will be offered the first opportunity to return to the assignment held prior to the reduction in force upon the recall of the furloughed Employee(s).

(e) Upon request of the Local Union President, an Employee may, within seven (7) calendar days, appeal to a review panel composed of a representative of the International Union and the Vice President, Labor Relations, or their respective designees, any disputes regarding the Reduction in Force application or administration.

(f) Employees who are subject to furlough will be allowed to fill vacancies in other AA/Union contract groups in accordance with Article 12 Promotions and Jobs to be Posted/Transfer.

(g) An Employee in any Classification covered by this Agreement within the continental United States who is subject to a reduction in force shall have the rights provided by Article 15 (k) below.

Any Employee exercising displacement rights will displace the most junior Employee in the system regardless of Classification, location or Work Section

(h) An Employee exercising displacement rights shall report for duty at his new base within fourteen (14) calendar days. Such period shall commence on the date of notification of assignment by the Company.

During this period he will remain on the payroll of the Company, however, he will receive no pay for this period unless he has requested and been approved to use vacation or compensatory time. Failure to report within the aforementioned time period, except for justifiable cause beyond the control of the Employee, shall be equivalent to resigning without notice and he shall forfeit all rights under this Agreement.

(i) The Company will provide relocation and housing assistance as delineated in Article 44 Moving Expenses for the Employee exercising his displacement rights as a result of a reduction in force.

(j) It is the responsibility of the Employee(s) furloughed to supply the Company with their current address.

(k) For a reduction in force the affected Employee can (in order of listing):

1. Accept the furlough or,
2. Fill a vacancy in the system or,
3. Displace the most junior Employee in the system.

## **ARTICLE 16 - RECALL**

(a) The Company and the Local Union President will agree on the current recall list within ninety (90) calendar days of the date of ratification of this Agreement.

(b) All Employees furloughed by the Company due to reduction in force will file proper addresses with the Director of Simulator Support and Engineering at the time of furlough. Any change in address must be filed promptly in writing, certified mail, return receipt requested, with the Director of Simulator Support and Engineering.

All notices of recall will be made (telephonic notifications are okay if confirmed in writing) in writing via e-mail, certified US mail, return receipt requested, or equivalent carrier. All Employees must notify the person whose name is signed to the recall letter, within fourteen (14) calendar days of receipt of the recall letter, the date he will report for duty. Any Employee who fails to notify the person whose name is signed to the recall letter shall forfeit all rights under this Agreement. Any Employee accepting recall will have up to twenty one (21) calendar days to report to work after receipt of notification of recall. Employees who accept recall but fail to report to work shall forfeit all rights under this Agreement, unless such period is extended by the Company for an additional period not exceeding fifteen (15) additional calendar days. The Company will furnish the ranking Local Union Representative a copy of all such recall letters.

(c) A vacancy in any Classification or location shall trigger a recall of furloughed Employees.

(d) An Employee in the Development Engineer Classification furloughed to the street due to seniority will be eligible for recall directly to the Development Engineer Classification, but not ahead of an active Flight Simulator Engineer who has been selected for the Development Engineer Classification.

(e) An Employee in the Technical Coordinator Classification furloughed to the street due to seniority will be eligible for recall directly to the Technical Coordinator Classification, but not ahead of an active Flight Simulator Engineer who has been selected for the Technical Coordinator Classification.

(f) Displaced Employee:

An Employee who exercises his right to displace a junior Employee shall, for seven (7) years following his transfer, have the right to return to his former base in accordance with his seniority in order to fill a vacancy, only after the recall list at that station has been exhausted. Displaced Employees who decline the opportunity to return to their home base shall lose their Displaced Employee rights.

(g) Reemployment after a furlough shall be in accordance with the seniority of the Employees furloughed. The Company shall send a notice of recall to the Employee's last address on file with the Company.

(h) To fill a vacancy the Company shall (in order of listing):

1. Recall the furloughed Employee from station furlough.
2. Recall the Displaced Employee back to his home station.
3. Post the bid for voluntary relocation for any Employee.
4. Recall any Employee on furlough in the system.

(i) If the Employee refuses recall to any station other than his furlough station, for any reason, he maintains his seniority on the recall list for subsequent recall to any station.

(j) Employees furloughed from their base who refuse recall to that base forfeit all rights under this Agreement.

(k) An Employee whose base is closed as part of a reduction in force shall designate a new base as his furlough station for recall purposes when the base is closed. The Employee shall provide notice of his new designated base for recall purposes to the Director of Simulator Support and Engineering.

(l) Employees who are currently on furlough and did not exercise system displacement will have the right to fill a vacancy at another base after Employees currently on the payroll are given the opportunity to fill that vacancy.

## **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 Classification 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 fourteen (14) 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-elections. 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 Classification 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 Union Representative, an International Union 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 Classification 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 Classification 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) In lieu of a planned Reduction in Force, the Company will, to the extent possible, make Overage Leaves of Absence (OL) available to Union 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 Union represented Employee.

1. Prior to the authorization of any Overage Leave of Absence (OL), the Executive Vice President of Operations or the Vice President of Flight 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 station 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 Classification 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, 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, Classification, and Pay seniority for all purposes during the leave of absence 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 shift 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 Employee Services for the appropriate forms to calculate his individual costs.

b. The time on an OL will be considered as time worked for purposes of vesting and credited service for retirement benefits.

c. The time on an OL will be considered as time worked in determining vacation accrual and paid sick leave accrual.

d. Holidays that occur during an OL will not be paid.

e. 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.

f. 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.

g. Benefit coverage and application not specifically provided in this Article will be applied in accordance with Company policy.

(d) When an Employee is placed on an unpaid leave of absence on account of sickness or injury, 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 and benefit information. 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. Approval of the leave is contingent upon receipt of sufficient medical documentation from the Employee's treating physician/provider. An Employee will be notified in writing of the approved leave period, including the expiration date of the leave, based on receipt of sufficient medical documentation. To extend the leave beyond the initially granted leave period, an Employee must provide sufficient medical documentation from the Employee's treating physician/provider, at least seven (7) days prior to expiration, to substantiate the extension. Approval of an extension of the leave is contingent upon receipt of sufficient medical documentation from the Employee's treating physician/provider.

1. The Employee will retain and continue to accrue his Company and Classification seniority until he is able to return to duty except that in no case will a leave for the same sickness or injury exceed a total continuous period of five (5) years. The Company will provide one hundred and eighty (180) calendar days written notification prior to the expiration date of the five (5) year period. The notification will be made via certified U.S. Mail, return receipt requested, or equivalent carrier to the Employee's last known address.

2. Application of SKLOA is referenced in Company policy.

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 Classification at the station to which he has previously been assigned.

(e) An Employee granted a leave of absence under the provisions of the Family Medical Leave Act, referred to as a Family Medical Leave of Absence or "FMLOA" will retain and continue to accrue Company and Classification seniority during the leave, not to exceed ninety (90) calendar days.

(f) An Employee on any leave of absence will physically report to his station 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.

(g) Any written communication, required by this Article, between the Company and an Employee on a leave of absence will be via certified U.S. Mail, return receipt requested, or equivalent carrier.

(h) 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.

(i) The rights of an Employee on a leave of absence under the provisions of this Article and Article 18 Military Leave, in regard to the maximum duration of a leave, Company seniority accrual, Classification seniority accrual, Pay seniority accrual, vacation accrual, sick leave accrual, credited service for pension, and reinstatement rights are listed in the chart that follows.

	Personal Leave	Union Leave	Government Leave	Overage Leave	Unpaid Sick Leave of Absence (including Maternity)	Unpaid Injury on Duty Leave	Military Leave	Family Leave
Duration of Leave	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)
Accrual of Company Seniority	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
Accrual of Classification Seniority	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	Duration of the Leave, not to exceed 90 calendar days
Accrual of Pay Seniority	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
Vacation Accrual	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
Sick Leave Accrual	None	Duration of the Leave	None	Duration of the Leave	Up to 60 cal. days, then reduced	Duration of the Leave	Duration of Leave	Up to 30 calendar days of unpaid leave
Reinstatement Rights	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

## **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. An 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.

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.

## **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 (1x) 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 its option, give the Employee two (2) weeks of pay at straight-time (1x) 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 continuation of benefits to the Employee and his dependents as outlined in Article 37 Furlough Benefits.

## **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, step-mother, 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 the 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.

(b) An Employee assigned to jury duty for five (5) or more consecutive days during day time hours will be assigned to the day shift with Saturday and Sunday as his scheduled days off, effective for the workweek in which jury duty starts. Employees assigned to other types of jury duty, (e.g. telephone standby, single day jury duty, etc.) will have their work schedules adjusted only to the extent necessary to accommodate the actual jury service requirement.

(c) If there is a question regarding the application of this provision, the Employee's Manager shall contact Labor Relations who will establish a telephone conference with the International Union and the Local President to resolve the matter.

## **ARTICLE 23 - ATTENDANCE AT HEARINGS AND INVESTIGATIONS**

(a) When an Employee hereunder is required by the Company to attend hearings or investigations at his base, he will be paid for such time required to be spent at such hearing or investigation in the same manner as though such time were spent at his regular work.

(b) When an Employee hereunder is required by the Company to attend hearings or investigations outside his base, he will be covered in accordance with Article 26 Field Work.

## **ARTICLE 24 - ABSENCE FROM DUTY**

(a) An Employee unable to report for duty will, unless prevented by reasons beyond his control, notify his Manager or other control point set up for reporting purposes by the Company as far in advance of the scheduled starting time of his shift as possible.

(b) An Employee 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 this 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 - RECALL AND CALL-IN WORK**

(a) An Employee who has been relieved from duty and has left the premises and who is recalled to duty to perform work not continuous with his next regular work shift will be paid for not less than four (4) hours at the applicable overtime rate. Time taken for meals will not terminate a continuous service period.

(b) When an Employee is called to work, which commences within four (4) hours of the beginning of his regular shift, he will be paid at the applicable overtime rate for all time up to the beginning of his regular shift, whether or not such time is actually worked. In the event an Employee is called to such work commencing less than two (2) hours prior to the beginning of his regular shift and reports at the time designated, he will be paid at the applicable overtime rate for such two (2) hours.

## **ARTICLE 26 - FIELD WORK**

(a) An Employee required to engage in field service away from their base station shall receive a minimum of eight (8) hours for each working day at straight time (1x) rates. An Employee who works in excess of eight (8) hours in a day shall be paid the applicable overtime rate.

(b) Domestic Travel Time will begin one (1) hour before scheduled departure time of the Employee's first flight of the day and end at the actual arrival time. International Travel Time will begin two (2) hours before scheduled departure time and end one (1) hour after the actual arrival time. For purposes of this Article, International shall mean any destination requiring a passport for entry.

(c) An Employee required to travel on a regularly scheduled day of work will receive pay for all Travel Time and work time at applicable straight or overtime rates. The Employee shall receive a minimum of eight (8) hours pay at straight time (1x) rates. An Employee required to travel on a regularly scheduled day off will receive pay for all Travel Time and work time at applicable overtime rates. The Employee shall receive a minimum of four (4) hours pay.

(d) If the time spent in traveling or waiting is interrupted for any reason and the Employee is released by an agent of the Company for a period of eight (8) consecutive hours or more, and adequate accommodations are furnished, he shall not be paid for the time released, but in no event shall he receive less than eight (8) hours pay at straight time (1x) rates for a twenty-four (24) hour period while away from his base station.

(e) 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.

(f) The Company will provide the Employee with roundtrip Space Positive passes on the Company's system, to allow the Employee to return to his base station on his days off. (This provision does not apply to overseas field service.) It shall be the responsibility of the Employee to return to the field service assignment on time.

(g) 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 (\$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. Employees who travel away from their field work assignment location on days off, under the provisions of Paragraph (f), will not receive any reimbursement for expenses incurred on those days.

(h) Ongoing field service assignments will be made in a manner consistent with current practice. Other field service assignments will be offered to qualified Employees per the provisions of Article 6 Overtime Paragraph (d).

(i) Employees who are required to travel, at the request of the Company, to a base or location other than their assigned base will be covered by one hundred thousand dollars (\$100,000) of life insurance for accidental death, from any cause. This coverage will be provided by the Company and commence from the time they leave their assigned base and continue until the time that they return to their assigned base, at the completion of the Company requested travel.

(j) In cases requiring transportation by air, the Company will not require the Employee to fly in a single engine aircraft.

(k) The Company will provide, in writing, all travel information pertaining to this Article, i.e. departure/arrival flight times, hotel accommodations, ground transportation, relevant phone numbers, etc.

(l) Flight Simulator Development Engineers will be given Self-Booked Space Positive pass privileges to be used for Company Business travel only. Acceptance of the position as Development Engineer will be with the understanding that travel for Company Business will be required. Corporate Policy Manual guidelines will be adhered to for Company Business travel supporting field service.

## **ARTICLE 27 - GENERAL**

(a) All orders to and requests from an Employee involving transfers, promotions, demotions, furlough, reemployment, leaves of absence, or anything affecting his pay or status, will be in writing.

(b) An Employee who permanently transfers at his own request to another Classification of work as provided in this Agreement, the Ground School Instructors Agreement, the Maintenance Agreement, the Fleet Service Agreement, the Maintenance Control Technicians Agreement, the Technical Specialist Agreement or the Stores Agreement will continue to receive his same hourly rate per hour but, in no event, will his hourly rate exceed the maximum rate for the Classification to which he transferred.

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

(c) No Employee will be required to work under unsafe or unsanitary conditions. 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 shops will be lighted, heated and air-conditioned. Individual lockers will be provided for all Employees.

(d) 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 such 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.

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) 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 Representation, Paragraph (e) of this Agreement.

(e) 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.

(f) 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 Representation, Paragraph (c)

(g) The Company will forward to the Director - Air Transport Division of the Union copies of Company regulations expressly referred to in this Agreement. Revisions to these regulations will also be forwarded.

(h) The Company will forward to the ranking Local Union Representative a copy of the regular crew list schedule for the station. The crew list schedule will include scheduled shift hours and scheduled days off.

(i) 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 a beneficiary.

(j) The Company will provide free parking areas at all Training Facilities where the Company conducts crew training.

(k) New Employees will be required to fulfill the tool list requirements specified by the Company and agreed to by the Union. New Employees tool kit/boxes will be inventoried prior to the end of the first week of their probationary period by a member of Management. All Employees are expected to maintain the tools on the established tool list to perform the work under this Agreement. If an Employee has tools in excess of the established tool list, he must have an accurate inventory signed by him and Management in his personnel file in order to be covered by insurance in this Article. If an Employee does not have a signed inventory on file, he will be insured for the agreed upon value of the established tool list only. In the event of the total loss of an Employee's tool box and its contents as a result of fire or theft while the box is located on Company property or while the Employee is traveling and/or working on an authorized Field Assignment and stored in a Company designated area, the Employee will assume the first \$50.00 of replacement cost and the Company will provide up to the following amounts towards the balance of the replacement cost of the tool box:

1. Up to \$2,000.00 for the loss of a "Rollaway" tool box,
2. Up to \$600.00 for the loss of a "Tote Box/Kit Bag"

This benefit only applies to the entire loss of a toolbox and its contents. This benefit will be paid only one time during an Employee's career. It does not cover loss of individual tools. Only tools required by the established tool list for the Employee's Classification will be considered for replacement.

(l) The Company will provide a locking four drawer metal file cabinet for use of the Union to be placed in a convenient location in the Flight Simulator Engineer office area.

**ARTICLE 28 - NO DISCRIMINATION, AND RECOGNITION OF RIGHTS AND COMPLIANCE**

(a) The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all Employees regardless of sex, color, race, creed, age, religious preferences, status as a veteran or military reservist, disability or national origin.

(b) It is understood that wherever, in this Agreement, Employees are referred to in the masculine gender, it shall be recognized as referring to both male and female Employees.

(c) The Union recognizes that the Company will have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain discipline and efficiency in its hangars, stations, shops or other places of employment, and the right of the Company to hire, discipline and discharge Employees for just cause, subject to the provisions of this Agreement. It is agreed that the rights enumerated in this Article will not be deemed to exclude other pre-existing rights of Management not enumerated above which do not conflict with other provisions of this Agreement.

(d) 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.

(e) 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. In the event that the TWU/IAM negotiations for the Mechanic and Related and/or Fleet Service groups result in a shorter disciplinary letter retention period, the shorter period will be applied to Article 28 (e) of this Agreement.

(f) 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.

(g) 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.

(h) Each Employee will have a right to meet with his Manager at a mutually agreeable time to discuss his performance and to review his personnel file. At that time, the Manager and the Employee will review the personnel file to ensure that the provisions of this Article have been complied with. Should the Manager and Employee agree to modifications or deletions to the counseling records, their request and recommendation will be forwarded to the Manager's immediate Senior Manager, who will review the matter and respond to the Manager and the Employee.

(i) 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 Paragraphs (a) and (b) above and of any subsequent changes to those Representatives. The Company will inform the Union, in writing, of the Managers with whom these Accredited Representatives will deal and of any subsequent changes to those Managers.

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 of the Company.

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 System Board of Adjustment of this Agreement.

(f) The Union does not question the right of the Managers 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 Representative; 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 Managers 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 Manager.

2. Before written notification of discipline or dismissal is given an Employee, he will be afforded the opportunity to discuss the matter with his Manager. 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 Union Representative present during the interview. If a Local Union 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 Union represented Employee (peer witness) during the interview. The role of the Union 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 Manager 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.

(i) Upon reasonable request by the Union, Employees will be granted time off for Union Business to the extent consistent with the needs of service. Employees granted time off for Union Business will be paid by the Company and such time will be billed back to the Union including the cost of fringe benefits.

(j) Union Representatives shall be allowed necessary time for authorized Union Business during working hours, consistent with the needs of the service. "Authorized Union Business" is that relating to the investigation of grievances, disputes, disciplinary action hearings, and grievance meetings with Officials of the Company. In the conduct of such authorized Union Business, such Representatives shall notify their Manager of their desire to leave their work place, the reason therefore, and shall notify their Manager of their return. Such time will be at straight time (1x) rates.

## **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 Executive In Charge of Simulator Support and Engineering or his designee, with a copy to the appropriate Labor Relations Office or Representative. The Executive In Charge of Simulator Support and Engineering 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 Simulator Support and Engineering 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 Simulator Support and Engineering or his designee is not satisfactory to the Employee, the dismissal and decision will be appealed in accordance with Paragraph (c) below, provided, however, said appeal must be submitted within twenty (20) calendar days of receipt of the decision rendered by the Executive In Charge of Simulator Support and Engineering or his designee.

(c) An appeal from the decision of the Executive In Charge of Simulator Support and Engineering will be submitted to the System Board of Adjustment in accordance with Article 32 System 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 Manager, 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 Manager 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 Manager 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 Labor Relations 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 System 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 Manager 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 - SYSTEM BOARD OF ADJUSTMENT**

### **(a) System Board of Adjustment**

1. Pursuant to the provisions of the Railway Labor Act, as amended, the parties have 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 Agreement 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 – Labor 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 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 Representation, 30 Grievance Procedure for Dismissal/Corrective Action, and/or 31 Grievance Procedure for Contractual Disputes will be submitted in writing, as provided below, and will include 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 Representation, 30 Grievance Procedure for Dismissal/Corrective Action, and/or 31 Grievance Procedure for Contractual Disputes 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 Union in the form of a petition. The International Union will assign a case number and forward the appeal and two (2) copies, with the case number noted on each, to the Labor 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 Labor 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) are 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 International Union, the Vice President Labor Relations and to the Local Union involved who will then notify the grievant.

**ARTICLE 33 – NO STRIKE – NO LOCKOUT**

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, and, therefore:

(a) The Company will neither cause nor permit a lockout during the life of this Agreement, and

(b) 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 eight (8) hours of sick leave accrual for each full month of active service retroactive to their date of employment, except that no sick leave shall be accrued for the months of June and October. There shall be no accrual of sick leave during the time an Employee is absent, without pay, in excess of fifteen (15) continuous days in a calendar month.

(b) Total accumulative sick leave credit shall not exceed one thousand six hundred (1,600) hours. Upon retirement accrued sick leave may be used in accordance with Section (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 hourly 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 Union-ATD International Vice President, 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 eight (8) hours added to his sick leave accrual. In the event it is determined to not be valid, the Employee will forfeit eight (8) hours 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 Paragraph 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 International Union 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 (c), 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 hours 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 one thousand six hundred (1,600) hours, the Company will pay an Employee covered by this Agreement, seven dollars and sixty five cents (\$7.65) per hour.

**ARTICLE 35**

Intentionally left blank.

### **ARTICLE 36 - MEAL PERIOD**

(a) Meal periods will be thirty (30) minutes, except when a longer period is agreed upon between the parties.

(b) Meal periods will be scheduled not earlier than three (3) hours after commencement of work and not later than five and one-half (5 ½) hours after commencement of work. If an Employee is not scheduled for a meal period within the foregoing time span, the meal period will be provided immediately before or after it, and the Employee will receive time and one-half (1 ½ x) his regular hourly rate for the meal time before or after such time span.

In the event that a meal period has not been provided in accordance with the foregoing, the Employee is then free, if he so desires to take his meal period and will receive time and one-half (1 ½ x) his regular hourly rate during such meal period.

**ARTICLE 37 - FURLOUGH BENEFITS**

(a) Any Employee who has completed his probationary period who is furloughed for reasons other than those in Paragraph (b) will receive furlough allowance as provided in Paragraph (d), subject to the limitations in this Article.

(b) Furlough allowance will not be paid if the furlough is the result of an Act of God, a national war emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of the Company's aircraft for safety reasons, or a strike or picketing causing a temporary cessation of work.

(c) 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) or (b). If the Employee is released for reasons in Article 37 (a), he will be eligible for furlough allowance as provided in this Article.

(d) The amount of furlough allowance payable under this Article to Employees eligible is contained in the following table and will be based on length of compensated service with the Company from date of employment (Pay Seniority) and will be in addition to all other benefits in this Agreement. Furlough allowance shall be paid at the successive payroll periods immediately following the date employment is interrupted and shall continue to be paid until the Employee is recalled or the furlough allowance entitlement is exhausted, whichever occurs sooner.

A week of furlough 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.

<u>If Employee has completed:</u>	<u>Furlough Allowance:</u>
Probation	1 week
2 years of service	2 weeks
3 years of service	3 weeks
4 years of service	4 weeks
5 years of service	5 weeks
6 years of service	6 weeks
7 years of service	7 weeks
8 years of service	8 weeks
9 years of service	9 weeks

10 years of service	10 weeks
11 years of service	12 weeks
12 years of service	13 weeks
13 years of service	14 weeks
14 years of service	15 weeks
15 years of service	17 weeks

(e) 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' furlough 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' furlough allowance if he is not reemployed by the Company within four (4) months from the effective date of the subsequent furlough.

(f) Furlough 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 recall to his furlough station in accordance with Article 16 Recall, and has refused the recall;
3. he accepts any other employment offered by the Company prior to the expiration of four (4) months from the date of furlough;
4. or he resigns, retires or is dismissed for cause.

(g) An Employee recalled to work under the terms of Article 16 Recall, who is again furloughed under conditions that would entitle him to furlough allowance, will be entitled to the amount specified for his years of compensated service (Pay Seniority) with the Company in accordance with Article 37 (d), less the dollar amount received on the occasion of the previous furlough, 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.

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

(i) Employees who are on furlough and their dependents shall continue to participate in the Company's group medical/dental and life insurance programs for a period of ninety (90) days following their last compensable day under this Agreement provided the Employee continues to pay his/her portion of the costs at active Employee rate.

(j) Employees involuntarily furloughed on or after the effective date of this Agreement will receive on-line non-revenue travel privileges for themselves and eligible family members while on furlough for a period not to exceed three (3) years following their last compensable day under this Agreement. All other travel privileges will be governed by the Company's non-revenue travel policy.

(k) Employees, with five (5) years or more of credited service, who are furloughed and who reach age fifty-five (55), may retire from furlough status, provided recall rights have not expired, and receive retirement benefits (e.g. medical, dental and term pass benefits).

## **ARTICLE 38 - UNION SECURITY**

(a) All Employees covered by this Agreement shall, as a condition of employment, become members of the Union within sixty (60) days from the date of the signing of this Agreement, or sixty (60) days from the date of employment, whichever is the later and shall, 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 a Dues 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) The Company will supply each Local Union with the name and personnel number 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 (a).

(d) Employees who are or become members of the Union under Paragraph (a) 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, copy to the Vice President - Labor Relations of the Company, that he is delinquent in the payment of the initiation fee and/or membership dues or agency fees, as specified herein, and accordingly, is subject to discharge as an Employee of the Company. Such 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 days 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 Section (f) 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 the initiation fee and/or 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 Manager 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 Manager will forward his decision to the Employee with a copy to the Local Union Representative. If the decision is not satisfactory to both the Employee and the Union, then either may appeal the grievance directly to the System Board of Adjustment, within ten (10) calendar days from the date of the decision. The terms and provisions of Article 32 System Board of Adjustment will be applicable, except as otherwise specified in this Article.

3. If the Union should appeal the decision to the System 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, such request will be made by the Employee, in writing, to his immediate Manager who will transmit, through the local Senior 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 Senior 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 Section (h) 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 and/or agency fees 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 hold 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, in 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 agreed-upon Check-Off Form. This form will be prepared and furnished by the Union.

(m) When a member of the Union properly executes such Dues Check-Off Form, the Local Union Representative will forward a copy to:

American Airlines, Inc.  
Attention: Manager – Payroll Services  
PHX-RWE-PAY  
1821 W Rio Salado Parkway  
Tempe, AZ 85281

Any Dues Check-Off Form which is incomplete or improperly executed will be returned to the Local Union Representative. Any notice of revocation as provided for in this Article or the Railway Labor Act, as amended, must be in writing, signed by the Employee and delivered by certified mail, addressed to their respective Local Union Office. Each Local Union Office will forward a copy to:

American Airlines, Inc.  
Attention: Manager – Payroll Services  
PHX-RWE-PAY  
1821 W Rio Salado Parkway  
Tempe, AZ 85281

for future Union dues withholding. Dues Check-Off Forms and notices received by Payroll will be stamp-dated on the date received and will constitute notice to the Company on the date received, and not when mailed.

(n) When a Dues Check-Off Form, as specified in this Article, is received by Payroll on or before a given payday, deductions will commence with the first regular paycheck following said payday, and will continue thereafter until revoked or cancelled as provided in this Article. The Company will remit to the Union a check in payment of all dues collected on a given payday, on or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union membership dues to the Union will be accompanied by a list of names, personnel numbers and station numbers of the Employees for whom deductions have been made in that particular period, arranged in order of their personnel numbers. Additionally, the Company will supply in duplicate to the office of the Union a listing of those Employees who are on leaves of absence; have accepted a position outside the bargaining unit; or have terminated employment with the Company.

(o) No deductions of Union dues will be made from the wages of any Employee who has executed a Dues Check-Off Form and who has been transferred to a job not covered by the Agreement, or who is on a leave of absence without pay. Upon return to work within a Classification covered by this Agreement, deductions will be automatically resumed provided the Employee has not revoked the assignment in accordance with this Article, and provided it is in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.

(p) An Employee who has executed a Dues Check-Off Form and who resigns or is terminated from the employ of the Company for reasons other than furlough will be deemed to have automatically revoked his assignment and if reemployed, further deductions of Union dues will be made only upon execution and receipt of a new Dues Check-Off Form. Upon return from furlough, leaves of absence without pay, or reinstatement from disciplinary discharge to work within a Classification covered by this Agreement, deductions will be automatically resumed. In cases where Dues Check-Off is not reinstated by the Company, the Company will collect the back dues at a maximum of fifty (\$50) dollars per month and remit to the Union, provided the Employee has not revoked the assignment in accordance with this Article, and such deductions are in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.

(q) Collection of any back dues owed at the time of starting deductions for any Employee, and collection of dues missed because the Employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.

(r) Deductions of membership dues will be made in a flat sum from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Employee or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues will not extend beyond the bi-weekly period in which his last day of work occurs.

## **ARTICLE 39 – FITNESS FOR DUTY**

(a) An Employee shall be required to submit to a Company scheduled, Company paid physical/mental examination at the time of employment and may 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 placed on “withhold with pay” status pending the aforementioned physical/mental examination determination. If the physical/mental examination results in the Employee being deemed fit for duty, the Employee will be returned to normal pay status. If the Employee is determined to be unfit for duty he will be transitioned from “withhold with pay” status to compensated from the Employee’s sick bank, retroactive to the first day the Employee was removed from duty pursuant to Article 39.

## **ARTICLE 40 – RETIREMENT BENEFIT**

(a) The Company has maintained a retirement plan for the Employees for a number of years. The full text of “The Retirement Benefit Plan of American Airlines, Inc. for Employees Represented by the Transport Workers Union of America, AFL-CIO” (successor to “The American Airlines, Inc. Retirement Benefit Plan for Maintenance and Related Employees”), hereafter known as “the 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 twenty five (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 (5) years of vesting service as defined in the Plan. Prior to completing five (5) 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 Union 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 three percent (3%) for each year that the member is less than age 60.

(f) The Attachment 40.1 – Pre-Retirement Survivor Benefit Charge 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 7, 2016. All eligible Union members covered under this Agreement ("Union FSE 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 Union FSE 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, Union FSE 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. Union FSE 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 Union FSE members hired at American Airlines, Inc. 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 Union FSE member's hire date.

## 2. Employer Contributions

a. Eligible Union FSE 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. Union FSE 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 Union FSE 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. Union FSE members must complete two (2) 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.

## ATTACHMENT 40.1 – PRE-RETIREMENT SURVIVOR BENEFIT CHARGE

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 an 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 Union members retire each year. However with the early out, we may be asking as many as 7,000 Union 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 Union FSE 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, Union FSE 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 Union FSE 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 Union FSE 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: the Standard option; and, 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 Union FSE Employees 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 Union FSE Employees 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 Union FSE 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
Current Plan Design Features		
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	
Pharmacy (Retail)		
Generic	20% (\$10 min/\$40 max)	
Formulary Brand	30% (\$30 min/\$100 max)	
Non-Formulary Brand	50%(\$45 min/\$150 max)	
Pharmacy (Mail)		
Generic	20% (\$5 min/\$80 max)	
Formulary Brand	30% (\$60 min/\$200 max)	
Non-Formulary Brand	50% (\$90 min/\$300 max)	
2016 Monthly Contributions		
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 Union FSE Employees. If, under the preceding sentence, the Company has terminated or would have the right to terminate the availability to the Union FSE 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 Union FSE 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. Union FSE 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 Union FSE 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 Union FSE Employees Ages 55 through 64 (LAA Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2018).

Union FSE 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 Union FSE 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 Union FSE 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 Union FSE 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 UNION FSE EMPLOYEES LIFE INSURANCE. Retiree life insurance benefits are discontinued for Union FSE 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 TWU/IAM negotiations for the Mechanic and Related and/or Fleet Service groups result in a health benefit option which differs from 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 TWU/IAM 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 Union FSE Employees under this provision. 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 Union FSE Employees.

## **ARTICLE 42 - TRAVEL**

(a) Active or retired Employees will receive travel privileges in accordance with the Company's Non-Revenue Travel Policy.

(b) Pass privileges extended to Employees will be no less favorable than pass privileges extended to any other Employee group under the Company's Non-Revenue Travel Policy.

(c) Employees will be furnished business travel positive space transportation over the Company's system for the purpose of conducting Company business in accordance with Company policy.

(d) Should an Employee become unable to return to his normal duties while on Company business travel because of reasons beyond his control (e.g. weather, flight cancellation), the absence will be considered as an excused absence.

(e) Employees acting as Union representatives will be furnished business travel in accordance with the Company's Union Business Travel Policy.

**ARTICLE 43**

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 - TRAINING**

(a) Domestic Travel Time will begin one (1) hour before scheduled departure time of the Employee's first flight of the day and will end one (1) hour after the actual arrival time. International Travel Time will begin two (2) hours before scheduled departure time and end one (1) hour after the actual arrival time. For purposes of this Article, International shall mean any destination requiring a passport for entry.

(b) Any employee hereunder 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 (minimum eight (8) or ten (10) hours as appropriate) and such time will be deemed as time spent at his regular work for all purposes; provided, however, any time so spent after regular work hours will not be classed as overtime and will be compensated for, when attendance is required by the Company, at the employee's regular straight time rate.

(c) An Employee required to travel for training on a regularly scheduled day of work will receive pay at straight time rates for all Travel Time, but not less than eight (8) hours pay at straight time rates. An Employee required to travel for training on a regularly scheduled day off will receive overtime at the applicable overtime rates but not less than four (4) hours for Travel Time.

(d) Employees will be furnished Company Space Positive transportation over the Company's system for the purpose of training. Should an Employee become unable to return to his normal duties because of reasons beyond his control (e.g. weather, flight cancellation), while traveling for training, the absence may be considered as a worked day.

The Company will provide the Employee with roundtrip Space Positive passes on the Company's system, to allow the Employee to return to his base station on his days off. (This provision does not apply to overseas training.) It shall be the responsibility of the Employee to return to training on time.

(e) 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 (\$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. Employees who travel away from their training location on days off, under the provisions of paragraph D, will not receive any reimbursement for expenses incurred on those days.

(f) Employees who are required to travel, at the request of the Company, to a base or location other than their assigned base will be covered by one hundred thousand dollars (\$100,000) of life insurance for accidental death, from any cause. This coverage will be provided by the Company and commence from the time they leave their assigned base and continue until the time that they return to their assigned base, at the completion of the Company requested travel.

(g) In cases requiring transportation by air, the Company will not require the Employee to fly in a single engine aircraft.

(h) The Company will provide, in writing, all travel information pertaining to this Article, i.e. departure/arrival flight times, hotel accommodations, ground transportation, relevant phone numbers, etc.

(i) Training normally will be scheduled to provide at least seven (7) calendar days' notice to employees affected; except in the event of training required to meet unanticipated conditions. To the extent that work requirements and training scheduling/effectiveness permit, training will be accomplished during the Employees regular working hours.

(j) The Company recognizes the value of receiving Employee input on the subject of Employee training. The Company will solicit the Union's participation in the development of training plans and programs.

**ARTICLE 47 - DURATION OF AGREEMENT**

THIS AGREEMENT will become effective as of November 7, 2016 and will continue in full force and effect until and including November 7, 2021 and will renew itself until each succeeding November 7 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 7, 2020, one year prior to 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 those 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 7th day of November, 2016, and have signed this Agreement on November 7, 2016.

FOR TWU/IAM

FOR AMERICAN AIRLINES, INC.

---

Gary Shults  
International Vice President  
Transport Workers Union

---

Paul Jones  
Senior Vice President &  
General Counsel

---

Jose Galarza  
International Representative  
Transport Workers Union

---

Beth Holdren  
Managing Director  
Labor Relations, Flight

Witnesses on behalf of  
TWU, Local 548:

---

Chris Turner  
President

---

Robert Lenhart

---

George Cusic

---

Robert Krecek

---

Joe Hendrix

Witnesses on behalf of American  
Airlines, Inc.:

---

Chris Broom  
Managing Director  
Flight and Training Administration

---

Asok Ghoshal  
Director  
Simulator Support and Engineering

---

David Neilson  
Senior Manager  
Simulator Ops Support

---

Jamie Fowler  
Senior Manager  
Simulator Ops Support

---

T.C. Cohen  
Manager  
Labor Relations

---

Jonathan W. Oliff  
Director & Senior Labor Attorney

---

Caroline Barker  
Manager  
Labor Analysis