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1 **Article 1 – Purpose of Agreement**

- 2 A. The purpose of this Agreement is in the mutual interest of the Company and the
3 employees, to provide for operation of the services of the Company under methods which
4 will further, to the fullest extent possible, the safety of air transportation, the efficiency of
5 operation, and the continuation of employment under conditions of reasonable hours,
6 proper compensation and working conditions. It is recognized by this Agreement to be
7 the duty of the Company and of the employees to cooperate fully for the attainment of
8 these purposes. To further these purposes, the Company may request a meeting with the
9 Union or an International Representative of the Union may request a conference with the
10 Company's Labor Relations Department at any time to discuss and deal with any general
11 condition that may arise under the application of this Agreement.
- 12 B. No employee covered by this Agreement shall be interfered with, restrained, coerced or
13 discriminated against by the Company, its officers or agents, because of membership in
14 or lawful activity on behalf of the Union.
- 15 C. It is understood wherever in this Agreement employees are referred to in the masculine
16 gender it shall be recognized as referring to both male and female employees.
- 17 D. Should any part or provision of this Agreement be rendered invalid by reason of any
18 existing or subsequently enacted legislation and/or applicable court decision, such
19 invalidation of any part or provision of this Agreement shall not invalidate the remaining
20 portions thereof, and they shall remain in full force and effect. Further, if a part or
21 provision of this Agreement is rendered or held invalid with regard to a particular
22 employee or group of employees, the part or provision shall remain valid and enforceable
23 with regard to all other employees.
- 24 E. The Company and the Union agree to comply fully with all applicable federal and state
25 statutes and regulations prohibiting discrimination with respect to all aspects of
26 employment with the Company. Further, the Company and the Union agree that neither
27 shall discriminate against employees covered by this Agreement on the basis of race,
28 color, religion, sex, national origin, age, sexual orientation, disability, membership in
29 uniformed military services, status as a veteran, disabled veteran or veteran of the
30 Vietnam Veterans era.

1 **Article 2 – Status of Agreement**

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

7 B. The Agreement shall be binding upon American Airlines, Inc. (the “Company”) and any
8 Successor, defined as a purchaser, assignee or transferee of all or substantially all of the
9 assets or stock of the Company or American Airlines Group Inc. Neither the Company
10 nor American Airlines Group Inc. shall enter into an agreement with a Successor which
11 creates a Successor transaction unless the Successor agrees, in writing, as a prior
12 condition of the Successorship transaction, to cause the Company and American Airlines
13 Group Inc. to continue to be bound by the Agreement, as it may be amended pursuant to
14 the provisions of applicable law, and to cause any operating airline which obtains the
15 assets of the Company to honor and be bound by the Agreement as it may be amended
16 pursuant to the provisions of applicable law.

17 If a Successor is an air carrier, and the Successor conducts an operational merger between
18 the Company and the Successor or another air carrier, then the Successor will provide the
19 employees covered by this Agreement with a seniority integration governed by Sections
20 2, 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions.

21 If the Successorship transaction is a hostile takeover by a person, partnership, corporation
22 or other entity with whom or with which the Company has no agreement concerning the
23 terms of the Successorship transaction, the Company shall request that the employees
24 covered by this Agreement shall be provided seniority integration governed by Sections
25 2, 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions.

26 C. It is understood and agreed that the Company will not lock out any employees covered by
27 this Agreement, and the Union will not authorize or take part in any strikes, sitdown,
28 slowdown, or picketing of Company premises during the life of this Agreement until the
29 procedures for settling disputes as provided herein and provided by the Railway Labor
30 Act, as amended, have been exhausted. The Company will not require the employees
31 covered by this Agreement to cross picket lines of the Company’s employees legally
32 established under contractual provisions and the Railway Labor Act on or in front of the
33 premises. The individual or concerted refusal to pass such picket lines shall not
34 constitute grounds for discipline, discharge, lay-off, or be considered a violation of this
35 Agreement.

36 D. The Company agrees that, in the event of a merger with another air carrier, where all or
37 substantially all of the assets and operations of the other air carrier are integrated with
38 those of the Company, the Company shall provide to the Company’s employees covered
39 by this Agreement the seniority integration procedures of Sections 3 and 13 of the
40 Allegheny-Mohawk Labor Protective Provisions: provided, however, that said procedures
41 will not be provided, if and to the extent they are in conflict with applicable law.

1 **Article 3 – Recognition and Scope**

2 A. In accordance with Certification Case No. R-7395 by the National Mediation Board, the
3 CWA/IBT Association (the “Union” or “Association”) is the representative union of the
4 craft or class of Passenger Service employees (“Passenger Service”).

5 B. Each airport station is identified as either Class I or Class II for the purpose of applying
6 this Agreement. Those airport stations are defined as follows:

7 1. Class I stations shall be those stations that have greater than eighty-four (84)
8 mainline (wherever the word “mainline” appears in this Agreement it shall mean
9 American Airlines, Inc. jet aircraft) scheduled jet departures weekly.

10 2. Class II stations shall be those stations that have eighty-four (84) or fewer
11 mainline scheduled jet departures weekly.

12 3. At Class I stations, Company managers may perform one (1) hour of passenger
13 service work daily. At Class II stations, Company managers may perform two (2)
14 hours of passenger service work daily, and Passenger Service employees may be
15 assigned and will perform other station work not covered by this Agreement as
16 required by the Company.

17 C. The initial determination of weekly mainline departures at each station for the purposes
18 of Paragraph B above and Paragraphs D and E below will be based on the twelve (12)
19 month weekly average of scheduled mainline jet departures calculated for the twelve (12)
20 months immediately preceding the effective date of this Agreement.

21 D. At stations with more than thirty-five (35) weekly mainline departures, within one (1)
22 year after the effective date of this Agreement, the Company shall insource the Passenger
23 Service work as set forth in this Agreement to the extent not already insourced. The
24 Company, however, may continue to outsource Passenger Service work at its discretion
25 at McAllen airport (MFE) and at all stations (current or future) in Hawaii except
26 Honolulu airport (HNL) regardless of the number of weekly mainline departures at such
27 stations.

28 E. At stations with thirty-five (35) or fewer weekly mainline departures, the Company may
29 outsource Passenger Service work at its discretion; provided, however, that the Company
30 will not outsource any such station so long as at least one Passenger Service employee
31 who is on the Passenger Service Seniority List (and not on furlough) at such station on
32 the date of signing of this Agreement remains in active status at such station. When an
33 employee meeting these requirements leaves such station for any reason, the Company
34 may replace the employee with a vendor or another Passenger Service employee at its
35 discretion. For purposes of this Paragraph, “active status” shall mean an employee who
36 is working or on a leave for a period of less than six (6) months. An employee who is on
37 any type of leave for six (6) months or more shall not be considered in active status for
38 purposes of this Paragraph.

39 F. Following the initial determination of the number of weekly mainline departures,
40 pursuant to Paragraph C above, a station’s status for the purposes of Paragraphs B, D and
41 E above can change as follows:

42 1. If a Class I station’s scheduled mainline weekly jet departures are reduced to a
43 level of eighty-four (84) or fewer on an annualized basis, that station shall become
44 a Class II station.

- 1 2. If a Class II station's scheduled mainline weekly jet departures increase to greater
2 than eighty-four (84) on an annualized basis, such station shall become a Class I
3 station.
- 4 3. Changes in station Class and changes in the number of weekly mainline
5 departures for the purposes of this Article shall be based on a twelve (12) month
6 weekly average, with the first average to be calculated one (1) year from the
7 effective date of this Agreement, and others to be calculated every twelve (12)
8 months thereafter.
- 9 4. A new station added to Company service after the date of signing of this
10 Agreement shall be treated as a Class II station until its station class is determined
11 based on the schedule described in Paragraph F.3 above. For purposes of
12 determining whether Paragraph D or Paragraph E above applies to a new station
13 added after the date of signing of this Agreement, an initial determination shall be
14 made based on the initial forecasted weekly mainline departures at the new
15 station, which shall be applicable until a determination is made based on the
16 schedule described in Paragraph F.3 above.
- 17 5. Any changes in a new station's status for the purposes of Paragraphs B, D and E
18 above shall be based on a twelve (12) month weekly average, on the same
19 schedule as described above in Paragraph F.3.
- 20 G. If and when a station with thirty-five (35) or fewer weekly mainline departures increases
21 to more than thirty-five (35) or more weekly mainline departures as measured on the
22 same schedule as described above in Paragraph F.3, within one-hundred and eighty (180)
23 days, the Company shall insource the work covered by this Agreement at such station to
24 the extent it is not already insourced.
- 25 H. Each Company Reservation Center facility is considered to be a separate location for the
26 purposes of this Article. A center with multiple facilities or buildings will be considered
27 a single location. All HBRs will be affiliated with a Company Reservation Center as
28 designated by the Company for purposes of administering this Agreement.
- 29 I. It is understood that the Company reserves the right to contract out any Passenger Service
30 work when the Company's personnel, equipment or facilities are not reasonably
31 available. Examples of the application of this paragraph include subcontracting facilities
32 and personnel at White Plains airport (HPN) where all facilities are county owned and
33 operated by county employees, and subcontracting personnel to handle a diverted flight at
34 a location where Company personnel are not available.
- 35 J. The following work shall not fall within the scope of this Agreement except for when and
36 where so directed:
 - 37 1. All regional and/or express work.
 - 38 2. Internet travel services, or any related service.
 - 39 3. Work performed at a travel agency.
 - 40 4. Work performed by the Washington desk.
 - 41 5. Installation, testing, removal, repair, relocation, maintenance, programming,
42 engineering, technical assistance or similar functions associated with any
43 computer system, internet reservation system, telecommunications system,

1 automated ticketing device, passenger processing device or any other new
2 technology or equipment.

3 6. Charter flights operated into non-Union represented cities.

4 K. If the Company, as a result of irregular operations or unusual events, is experiencing a
5 greater than ten percent (10%) abandon rate at any given time as to incoming calls
6 originating in the United States, the Company shall have the right after exhausting all
7 voluntary overtime provisions pursuant to Article 7 of this Agreement to route such calls
8 to other employees of the Company not covered by this Agreement or a vendor until such
9 time that the abandon rate abates to ten percent (10%) or less; provided, however, that the
10 Company may not route more than ten percent (10%) of the total incoming call volume
11 originating in the United States to other employees of the Company or a vendor in a
12 calendar quarter. The Company shall notify the Union as soon as reasonably practical of
13 the routing of calls pursuant to this provision. On a quarterly basis, upon request, the
14 Company will provide the Union with information necessary to determine compliance
15 with this Paragraph.

16 L. Notwithstanding other provisions of this Article, employees not covered by this
17 Agreement may perform Passenger Service work in cases of irregular operations,
18 emergencies, for the purpose of instructing or training employees, or for providing
19 unscheduled individualized customer assistance. A situation shall not be deemed to be an
20 emergency or irregular operation within the meaning of this Paragraph where scheduled
21 or overtime employees are reasonably available to adequately handle the requirement.

22 M. The Union recognizes that the Company shall have sole jurisdiction, subject to the terms
23 of this Agreement, over the management and operation of its business, the direction of its
24 working force, the right to establish rules and regulations, to maintain efficiency in its
25 place of employment, and the right of the Company to hire, promote, demote, select for
26 training, discipline and discharge employees for just cause. It is agreed that the rights
27 listed here shall not be deemed to exclude other rights of management not listed which do
28 not conflict with other provisions of this Agreement.

29 N. The Company reserves the right to implement new technology or equipment or passenger
30 self-service processes or procedures at the time and in the manner designated by the
31 Company. Work that falls within the scope of this Agreement associated with the
32 operation of the new equipment or technology or a self-service process or procedure will
33 be assigned to employees covered by this Agreement. If the introduction, modification or
34 expansion of new technology or equipment or of a self-service process or procedure will
35 result in a direct reduction in force of Passenger Service employees, the Company will
36 consult in advance with the Union regarding efforts to minimize the impact of such
37 changes on affected Passenger Service employees.

38 O. At stations employing ten (10) or fewer Premium Customer Service Group employees,
39 managers may perform Passenger Service work in clubs and lounges as needed once
40 voluntary overtime provisions have been exhausted.

41 P. The Union recognizes that the Company shall have the right to enter into marketing,
42 alliance or code-sharing agreements with other carriers under which the Company may
43 perform Passenger Service work for the other carrier, and/or the other carrier agrees to
44 perform Passenger Service work for the Company. The Company agrees that any such
45 agreement shall provide for a fair pro rata allocation of work (based on enplaned

1 passengers or other appropriate measurements) between Passenger Service employees
2 and United States based employees of the other carrier.

3 Q. Job Protection

4 1. Effective on the date of signing of this Agreement, and provided that the
5 employee exercises his seniority to the fullest extent possible, no Passenger
6 Service employee will be furloughed to the street during the five (5) year term of
7 this Agreement. The job protections provided in this Paragraph will apply only to
8 those employees whose names appear on the Passenger Service Seniority List as
9 of the date of ratification of this Agreement and shall not apply in circumstances
10 where the Company's non-compliance is caused in substantial part by
11 circumstances over which the Company does not have control as defined in
12 Articles 12 and 15 of this Agreement.

13 2. Effective on the date of signing of this Agreement, there shall be no involuntary
14 displacement from a station as a direct result of outsourcing of Baggage Services
15 Office (BSO) services.

1 **Article 4 – Groups/Classifications**

2 A. Passenger Service consists of the following five (5) groups and the following
3 classifications within each group:

- 4 1. The Customer Service Group, which consists of the following classifications:
5 a. Customer Service Coordinator (CSC); and
6 b. Customer Service Agent (CSA).
7 2. The Customer Assistance Group, which consists of the Customer Assistance
8 Representative (CAR) classification.
9 3. The Premium Customer Services Group, which consists of the following
10 classifications:
11 a. Premium Customer Services Coordinator (PCSC);
12 b. Lead Premium Customer Services Representative (LPCSR); and
13 c. Premium Customer Services Representative (PCSR).
14 4. The Travel Center Group, which consists of the Travel Center Representative
15 (TCR) classification.
16 5. The Reservations Group, which consists of the following classifications:
17 a. Office Based Representative (OBR); and
18 b. Home Based Representative (HBR).

19 B. For the Customer Service Group, there is work that: (1) shall be performed exclusively
20 by CSCs and CSAs; (2) may be performed by CSCs, CSAs or CARs; (3) may be
21 performed by CSCs, CSAs, CARs or contractors; and (4) may be performed by CSCs,
22 CSAs, CARs, contractors or other employees of the Company:

- 23 1. The following work is performed exclusively by CSCs and CSAs at airport
24 terminals:
25 a. issuing, reissuing and refunding of passenger tickets;
26 b. booking and confirming flight reservations;
27 c. rebooking passengers on oversold flights and during irregular operations;
28 d. passenger check-in and passenger seat assignment (except curbside);
29 e. issuing, reissuing and refunding of non-revenue tickets;
30 f. issuing vouchers for passenger accommodations, meals and transportation;
31 g. passenger boarding, including ticket lift and/or boarding pass lift/verification;
32 h. operating gate reader/scanner and associated duties;
33 i. issuing upgrades;
34 j. operation of jetways for purposes of boarding and deplaning passengers;
35 k. making on-board arrival announcements;
36 l. making boarding and departure announcements;

- 1 m. delivery of domestic flight documents;
- 2 n. passenger service flight close-out procedures;
- 3 o. accepting, checking and tagging passengers' baggage at resolution centers,
- 4 full-service ticket counters and first class ticket counters;
- 5 p. maintaining timeline of flight boarding process; and
- 6 q. performing customer service on the job training.
- 7 2. Work that may be performed by CSCs, CSAs or CARs at airport terminals
- 8 includes:
 - 9 a. accepting, checking and tagging passengers' baggage at kiosks in the ticket
 - 10 counter area and activation stations;
 - 11 b. processing and completing credit card baggage transactions at kiosks in the
 - 12 ticket counter area and activation stations;
 - 13 c. assisting passengers with self-service kiosk check-in and kiosk baggage
 - 14 processing at ticket counters;
 - 15 d. queuing lines at ticket counter kiosks and ticket counters;
 - 16 e. customer greeting at the door at Flagship check-in locations;
 - 17 f. accept and activate passengers' self-tagged bags at activation stations; and
 - 18 g. clearance of international documents at kiosks in the ticket counter area and
 - 19 activation stations.
- 20 3. Work that may be performed by CSCs, CSAs, CARs or by a contractor at airport
- 21 terminals includes:
 - 22 a. delivering gate checked baggage to fleet service (except for CARs);
 - 23 b. assisting boarding, deplaning and transporting non-ambulatory or other
 - 24 special assist passengers;
 - 25 c. assisting, boarding, deplaning and transporting unaccompanied minors;
 - 26 d. assisting customers needing special assistance or in-station transportation;
 - 27 e. accepting and checking passengers' baggage at non-airport locations;
 - 28 f. customer service work associated with handling regional flights and
 - 29 charter/ground handling agreements or contracts;
 - 30 g. all curbside work (other than ticketing transactions); and
 - 31 h. handling of oversized and/or heavy checked baggage (not limited to
 - 32 overweight bags) in ticket counter areas.
- 33 4. Work that may be performed by CSCs, CSAs, CARs, contractors or other
- 34 Company employees includes:
 - 35 a. accepting, processing and delivering cargo, small packages and material;
 - 36 b. providing connecting passengers with gate information;
 - 37 c. paging;

- 1 d. classroom customer service instruction and training of employees;
 - 2 e. operating air-stair vehicles;
 - 3 f. Admirals Club and frequent traveler enrollment;
 - 4 g. coordinating with contractors in regards to hotel accommodations and/or
 - 5 transportation for distressed passengers;
 - 6 h. assisting international passengers through customs/immigration, including
 - 7 baggage recheck;
 - 8 i. delivery of boarding passes, international flight documents and
 - 9 customs/immigration forms;
 - 10 j. transporting of checked baggage;
 - 11 k. BSO work (e.g., processing and tracing mishandled or damaged baggage,
 - 12 including but not limited to lost and found items);
 - 13 l. auditing of all accountable items, documents and monies associated with
 - 14 customer service work;
 - 15 m. cart/vehicle transportation of customers;
 - 16 n. load planning and related operations work; and
 - 17 o. any other passenger assistance or station work not listed above.
- 18 C. As set forth above, the work of CSCs shall include the same work as that of a CSA and/or
- 19 CAR. When and where CSCs are utilized by the Company, they will be responsible for
- 20 the overall performance within their work area. In addition, as working members of the
- 21 Customer Service Group, CSCs may be required to lead and direct the work of other
- 22 employees, which includes but is not limited to:
- 23 1. providing verbal coaching to employees related to their performance;
 - 24 2. providing verbal and/or written input to management regarding the overall or
 - 25 individual employee performance of the workforce within their work area;
 - 26 provided, however, that management, not a CSC, will make any determination as
 - 27 to whether discipline will be imposed;
 - 28 3. temporarily resolving extreme personnel emergencies when management is not
 - 29 present or available, to include sending employees home pending management
 - 30 investigation and action; provided, however, that management, not a CSC, will
 - 31 make any determination as to whether an unpaid suspension will be imposed;
 - 32 4. performing the functions of Ground Security Coordinator, Complaint Resolutions
 - 33 Officer, or other applicable federal, state, local, or airport required
 - 34 responsibilities;
 - 35 5. performing reasonable and customary administrative duties;
 - 36 6. instructing and training employees covered by this Agreement and other
 - 37 employee groups where so directed; and
 - 38 7. resolving customer complaints and performing any other airport work where so
 - 39 directed.

- 1 The supervisor and administrative responsibilities of CSCs listed above are also
2 performed by other Company employees not covered by this Agreement.
- 3 D. In addition to the work described in Paragraphs B.1 through B.4 above, where a CSC—
4 Tower or CSA—Tower duty assignment is utilized, their work will also include normal
5 and customary tower work as so directed.
- 6 E. In addition to the work described in Paragraphs B.1 through B.4 above, where a CSC—
7 POC or CSA—POC duty assignment is utilized, their work will also include normal and
8 customary passenger operation control work as so directed.
- 9 F. In addition to the work described in Paragraphs B.1 through B.4 above, where CSC—
10 Training are utilized, their work also includes normal and customary training work as so
11 directed.
- 12 G. For the Premium Customer Services Group, there is work that: (1) shall be performed
13 exclusively by PCSCs, LPCSRs and PCSRs; (2) may be performed by PCSCs, LPCSRs
14 and PCSRs or contractors; and (3) may be performed by PCSCs, LPCSRs, and PCSRs,
15 contractors or other Company employees:
- 16 1. The following work is performed exclusively by PCSCs, LPCSRs, and PCSRs at
17 Admirals Club lounges, Flagship lounges, Flagship check-in locations, business
18 centers or other areas within the airports established to service the Company’s
19 premium customers:
- 20 a. servicing premium customers (ConciergeKey, Five Star Service, Executive
21 Services and International Premium) to include ticketing and problem
22 resolution, domestic and international ticketing functions, management of
23 guest needs, concierge services, and operational functions (e.g., assistance
24 with boarding and assistance with tight connections) (except where performed
25 by CSCs and CSAs when a PCSC, LPCSR or PCSR is not available);
- 26 b. Admirals Club enrollment/sales;
- 27 c. Frequent traveler enrollment;
- 28 d. passenger check-in and/or passenger seat assignment;
- 29 e. booking of club and lounge conference rooms and arranging associated
30 catering services/business services;
- 31 f. issuing, reissuing and refunding passenger tickets;
- 32 g. issuing upgrades;
- 33 h. booking and confirming flight reservations;
- 34 i. customer check-in, ticketing and baggage acceptance at Flagship check-in
35 locations; and
- 36 j. assisting premium customers with technology provided in lounges and clubs.
- 37 2. Work that may be performed by a PCSC, LPCSR, PCSR or a contractor at
38 Admirals Club lounges, Flagship lounges, Flagship check-in locations, business
39 centers or other areas within the airports established to service the Company’s
40 premium customers includes:
- 41 a. providing food and beverages to club and lounge customers;

- 1 b. transporting customer bags to and from Flagship check-in locations (e.g.,
2 moving bags from a Flagship check-in location to a screening area); and
- 3 c. maintaining the appearance of the lounges and clubs.
- 4 3. Work that may be performed by a PCSC, LPCSR, PCSR, a contractor or other
5 Company employees at Admirals Club lounges, Flagship lounges, Flagship
6 check-in locations, business centers, or other areas within the airports established
7 to service the Company's premium customers includes:
 - 8 a. work performed by bar stewards; and
 - 9 b. any other premium services work not listed above.
- 10 H. As set forth above, the work of PCSCs and LPCSRs shall include the same work as that
11 of a PCSR. When and where PCSCs and LPCSRs are utilized by the Company, they will
12 be responsible for the overall performance within their work area. In addition, as
13 working members of the Premium Customer Services Group, PCSCs and LPCSRs may
14 be required to lead and direct the work of other employees, which includes but is not
15 limited to:
 - 16 1. providing verbal coaching to employees related to their performance;
 - 17 2. providing verbal and/or written input to management regarding the overall or
18 individual employee performance of the workforce within their work area;
19 provided, however, that management, not a PCSC or LPCSR, will make any
20 determination as to whether discipline will be imposed;
 - 21 3. temporarily resolving extreme personnel emergencies when management is not
22 present or available, to include sending employees home pending management
23 investigation and action; provided, however, that management, not a PCSC or
24 LPCSR, will make any determination as to whether an unpaid suspension will be
25 imposed;
 - 26 4. performing reasonable and customary administrative duties;
 - 27 5. premium customer services instruction and training of employees covered by this
28 Agreement and other employee groups where so directed; and
 - 29 6. resolving customer complaints and performing any other airport work where so
30 directed.
- 31 The supervisor and administrative responsibilities of PCSCs and LPCSRs listed above
32 are also performed by other Company employees not covered by this Agreement.
- 33 I. For the Travel Center Group, there is work that: (1) shall be performed exclusively by
34 TCRs at travel center facilities; or (2) may be performed by TCRs, contractors or other
35 Company employees at travel center facilities:
 - 36 1. The following work is performed exclusively by TCRs at travel center facilities:
 - 37 a. issuing, reissuing and refunding of passenger tickets;
 - 38 b. booking and confirming flight reservations;
 - 39 c. issuing upgrades and/or passenger seat assignments;

- 1 d. issuing, reissuing and refunding non-revenue tickets; and
- 2 e. Admirals Club and frequent traveler enrollment.
- 3 2. Work that may be performed by a TCR, a contractor or other Company
- 4 employees at travel center facilities includes:
 - 5 a. voluntary outside sales calls;
 - 6 b. inside sales calls;
 - 7 c. maintaining the appearance of the travel center facility; and
 - 8 d. any other travel center work not listed above.
- 9 J. For the Reservations Group, there is work that: (1) shall be performed exclusively by
- 10 OBRs and HBRs; and (2) may be performed by OBRs, HBRs, contractors or other
- 11 Company employees:
 - 12 1. The following work is performed exclusively by OBRs and/or by HBRs at
 - 13 Company Reservation Centers or at HBR residences:
 - 14 a. Normal and customary work associated with a customer calling from one of
 - 15 the fifty (50) United States, for assistance from an OBR or HBR for:
 - 16 i. booking, re-accommodating and confirming flight reservations;
 - 17 ii. issuing seat assignments;
 - 18 iii. soliciting and providing ticketing options when applicable;
 - 19 iv. providing required and/or requested information to callers; and
 - 20 v. handling sales and reservations calls.
 - 21 b. Normal and customary work associated with the handling of support functions
 - 22 for:
 - 23 i. Resolution Service Desks;
 - 24 ii. Queues;
 - 25 iii. Group and Meeting Travel;
 - 26 iv. Tariffs;
 - 27 v. AAdvantage and Elite traveler award redemption;
 - 28 vi. Admirals Club member services;
 - 29 vii. frequent traveler enrollment;
 - 30 viii. Special Assistance Coordinator Desk;
 - 31 ix. servicing premium customers (Gold, Platinum, Executive Platinum,
 - 32 ConciergeKey, and Five Star Service);
 - 33 x. Around the World (ATW) desk;
 - 34 xi. AirPass; and
 - 35 xii. Vacations, including the selling, servicing and administration of all
 - 36 components of vacation packages.

- 1 c. Normal and customary work associated with the handling of telephone calls to
- 2 the Reservations Group regarding mishandled baggage claims:
- 3 i. providing passengers with status updates on their baggage claims;
- 4 ii. reviewing/amending/updating damaged, delayed/lost and pilfered baggage
- 5 reports;
- 6 iii. creating reports for missing carry-on property;
- 7 iv. creating claims for damaged and/or pilfered baggage;
- 8 v. interfacing with station personnel to obtain updated baggage and/or
- 9 delivery information;
- 10 vi. providing basic baggage claim processing information;
- 11 vii. authorizing reimbursement for consequential expenses allowable under the
- 12 Company and departmental rules; and
- 13 viii. handling System Baggage Service Desk calls.

14 Note: The work listed in this Paragraph may also be performed by other
15 Passenger Service employees.

- 16 2. Work that may be performed by OBRs, HBRs, a contractor or other Company
- 17 employees includes:
- 18 a. training and instructing other employees;
- 19 b. foreign language calls;
- 20 c. web and mobile technical assistance, including completing any ticketing;
- 21 transaction necessary to avoid transferring the call;
- 22 d. social media, including completing any ticketing transaction necessary to
- 23 avoid transferring the call;
- 24 e. government calls and other work performed by the Washington desk;
- 25 f. testing of new or updated reservations computer programs, functions and
- 26 systems;
- 27 g. Text Telephone (TTY);
- 28 h. Air Marshal bookings;
- 29 i. rental car or other service solicitation;
- 30 j. home based technical support;
- 31 k. AAdvantage account servicing calls;
- 32 l. non-revenue travel reservations; and
- 33 m. any other reservations work not listed above.

- 1 3. The Company, if it operates an HBR program, shall operate it according to the
2 following:
- 3 a. To be eligible for an HBR position, the employee must satisfy the minimum
4 qualifications and performance standards, as applicable, established by the
5 Company.
- 6 b. The Company retains the right to determine how many positions are
7 designated as OBR positions and how many are designated as HBR positions;
8 provided, however, that of the total number of OBR and HBR positions, no
9 more than fifty percent (50%) shall be HBR positions (an HBR on the
10 seniority list as of the effective date of this Agreement shall not be adversely
11 affected by the operation of this provision).
- 12 c. An employee who holds an HBR position shall reside within seventy-five (75)
13 linear miles of a Company facility. The Company may increase the radius of
14 any HBR at its discretion. HBRs may be required to report to a Company
15 facility as directed by the Company (e.g., for training or meetings, during
16 power failures or technical hardware or software failures, failure to maintain
17 sufficient and stable upload/download speeds, to address performance issues,
18 etc.).
- 19 d. An employee who holds an HBR position shall reside where there is access to
20 the communication services required by the Company.
- 21 e. Subject to the limitations in Paragraphs 3.a, 3.c and 3.d above, if the Company
22 decides to fill a vacancy in a HBR position, the vacancy shall be filled in
23 accordance with Article 9 of this Agreement; provided, however, the filling of
24 an HBR vacancy will be voluntary, notwithstanding the provisions of Article
25 9 of this Agreement.
- 26 f. The employee will provide, at his sole expense, computer hardware and its
27 maintenance. The employee will be responsible, at his sole expense, for the
28 monthly cost and installation, if applicable, of internet services and, if
29 required by the Company, any additional phone line(s).
- 30 g. Employees in HBR positions will be:
- 31 i. Required to submit and maintain on file with the Company a current
32 residential address and telephone number.
- 33 ii. Required to provide an adequate space in their home that, to the extent
34 reasonably possible, is free from all outside distractions (e.g., noise from
35 children, animals, television/radio or any other noise distractions).
- 36 iii. Required to obtain any necessary office equipment/supplies including but
37 not limited to a desk, chair, pens, paper, storage, etc.
- 38 iv. Required to maintain adequate transportation and be available to report, as
39 required by the Company, to a facility designated by the Company.
- 40 v. Responsible for the cost of necessary utilities, including any additional
41 ongoing utility cost associated with a HBR position.

- 1 h. Employees awarded HBR positions will be assigned to a transition desk in
2 order to become familiar and proficient with all HBR procedures including
3 but not limited to troubleshooting, software and hardware repairs, computer
4 and telephone set up and familiarization with technical assistance procedures.
5 Once the employee achieves the necessary proficiency as determined by the
6 Company, the employee will be released to begin working from home.
- 7 i. An HBR employee who moves his or her residence, will be responsible for all
8 costs associated with moving, and must notify the Company not less than
9 seventy-two (72) hours prior to working from a new address.
- 10 j. HBR employees who transfer to another position in the Company or terminate
11 employment will be responsible to disconnect and personally return all
12 Company-owned HBR assigned equipment to the location as designated by
13 the Company in good working order and in a timely fashion.
- 14 K. Duty assignments and functions will be defined based on the needs of the service and
15 may be redefined at management discretion. Duty assignments may be location-specific
16 and may consist of a single job assignment or a combination of two or more job
17 assignments.
- 18 L. Qualified employees may be cross-utilized between groups, classifications and/or duty
19 assignments within the location and may back up other duty assignments under this
20 Agreement based on the needs of the service as described in Article 5 of this Agreement.
21 “Qualified” as used in this Article shall have the same definition as set forth in Article
22 5.S.
- 23 M. An employee designated as open time/relief will bid work schedules as determined on a
24 local basis based on the needs of service. Such work may be a mixture of shifts,
25 classifications and/or duty assignments within a work week.
- 26 N. In the event the Company establishes any new job classification or job title involving
27 work covered by this Agreement, the Company shall meet with the Union to establish the
28 rates of pay and other conditions of employment for the new classification or title. If
29 agreement is not reached within ninety (90) days of the first meeting, the Company and
30 the Union will promptly submit the unresolved pay and conditions of employment issues
31 to an independent arbitrator for final determination, using the panel list of arbitrators as
32 described in Article 26 of this Agreement. The arbitrator shall base his/her review on
33 comparisons to similarly situated employees of the following companies: Delta Air Lines
34 and United Airlines. The Company may implement and staff the new position at any
35 time within its discretion, but any negotiated changes or changes as a result of an
36 arbitrator’s award will be retroactive to the first day.

1 **Article 5 – Hours of Service**

2 A. For purposes of computing pay, the work week shall begin at 0000 hours Monday
3 morning, and last through and until 2359 hours Sunday evening and includes any tour of
4 duty that begins during this period.

5 B. For full-time employees, a work week will consist of (i) five (5) scheduled work days,
6 and two (2) consecutive calendar days off, or (ii) four (4) scheduled work days and three
7 (3) consecutive calendar days off, except for:

- 8 1. schedule rebids;
- 9 2. employee shift trades; or
- 10 3. open-time/relief employees as described in Paragraph D below.

11 C. For part-time employees, a work week will consist of a minimum of two (2) consecutive
12 days off.

13 D. For open-time/relief employees, a minimum of four (4) scheduled days off will be
14 provided within each two (2) week pay period. The Company will make every effort to
15 post lines of work with consecutive days off each week.

16 E. A work day shall be a twenty-four (24) hour period beginning at 0000 hours local time.
17 All consecutive time worked in any tour of duty, including overtime and shift trades,
18 shall be considered as work performed on the day during which the employee’s regular
19 shift began.

20 F. Shift periods for full-time employees will be as follows:

- 21 1. A full-time shift for an employee whose work week consists of five (5) scheduled
22 work days will consist of eight and one-half (8.5) consecutive hours, including a
23 one-half (0.5) hour unpaid meal period.
- 24 2. A full-time shift for an employee whose work week consists of four (4) scheduled
25 work days will consist of ten and one-half (10.5) consecutive hours, including a
26 one-half (0.5) hour unpaid meal period.

27 G. Shift periods for part-time employees will be a minimum of twelve (12) hours per work
28 week and a maximum of thirty (30) hours per work week.

- 29 1. In Class I stations, shift periods for part-time employees will be a minimum of
30 four (4) consecutive hours and a maximum of six and a half (6.5) consecutive
31 hours per day.
- 32 2. In Class II stations, shift periods for part-time employees will be a minimum of
33 three (3) consecutive hours and a maximum of six and a half (6.5) consecutive
34 hours per day.
- 35 3. In all reservations locations, shift periods for part-time employees will be a
36 minimum of four (4) consecutive hours and a maximum of six (6) consecutive
37 hours per day, except for Saturdays and Sundays, when the Company may
38 schedule a part-time employee for a maximum of ten and one-half (10.5) hours;
39 provided however, that no more than fifteen percent (15%) of the schedule bid

1 lines at each location contain shifts of more than six (6) consecutive hours per
2 day.

3 H. Break and meal periods shall be as follows; provided, however, that to the extent
4 applicable law requires that employees covered by this Agreement be provided with
5 different break and meal periods than are set forth in this Agreement and such law cannot
6 be waived by the parties, an employee shall be entitled to the more generous break and
7 meal period schedule provided by applicable law or this Agreement:

Scheduled Shift	Paid Breaks/Unpaid Meal Periods
3.0 – 4.9 Hours	One 15 minute paid break.
5.0 – 6.5 Hours	One 15 minute paid break or one 30 minute unpaid meal period except in reservations centers an employee who is scheduled for 6.0 hours shall receive two 15 minute paid breaks.
6.6 – 7.9 Hours	One 15 minute paid break and one 30 minute unpaid meal period
8.0 – 10.5 Hours	Two 15 minute paid breaks and one 30 minute unpaid meal period.

8
9 1. Breaks may not be scheduled concurrent with the meal period, start time or end
10 time of a shift, except as provided in Paragraph I.3 below.

11 I. Meal periods shall be assigned as follows:

12 1. The Company will make every effort to provide meal periods within ninety (90)
13 minutes before or after the midpoint of a scheduled shift, except as provided in
14 Paragraph I.3 below. An employee who, at Company request, is unable to begin
15 his meal period during such time will be provided a thirty (30) minute meal period
16 paid at straight time rates.

17 2. An employee who, at Company request, is unable to take any meal period will
18 receive pay for the thirty (30) minute meal period at time and one-half (1.5) rates.

19 3. In all reservations locations, employees who are scheduled for eight and one-half
20 (8.5) hours or more may elect a creative break schedule. The following choices
21 for break pattern selection will be selected by employees at bid time and will
22 remain in effect for the duration of the bid:

23 a. 15 minute break (paid) and 45 minute lunch (30 minutes unpaid and 15
24 minutes paid);

25 b. 45 minute lunch (30 minutes unpaid and 15 minutes paid) and 15 minute
26 break (paid);

27 c. 30 minute lunch (unpaid) and 30 minute break (paid);

28 d. 60 minute break or lunch (30 minutes paid and 30 minutes unpaid); or

1 e. 15 minute break (paid) and 30 minute lunch (unpaid) and 15 minute break
2 (paid).

3 J. In the event that circumstances beyond the Company's control as defined in Articles 12
4 and 15 (e.g., acts of God, strikes, etc.) cause the operation to be reduced or stopped, the
5 Company may release employees from duty. In the event full-time employees are
6 released from duty pursuant to this Paragraph, employees who have reported for work
7 and are released will be paid for actual hours worked or a minimum of four (4) hours
8 which ever is greater. In the event part-time employees are released from duty pursuant
9 to this Paragraph, employees who have reported for work and are released will be paid
10 for actual hours worked or a minimum of two (2) hours, whichever is greater. Based on
11 the needs of service, the Company will identify affected employees to be released from
12 their shifts and solicit volunteers, and where there are insufficient volunteers, employees
13 will be released in reverse seniority order.

14 Employees released from duty under this provision may elect to be paid for that time in a
15 shift not paid in accordance with the above by using unbid vacation, or the time off shall
16 be unpaid.

17 K. The following will apply to schedule bidding:

18 1. Separate work schedules will be posted for each applicable duty assignment in
19 paper form at a station or location or in the Company's electronic scheduling
20 system. Award of work shifts, including scheduled start time, shift length and
21 scheduled days off, shall be based on Passenger Service seniority. The Company
22 will meet with the Association (telephonically or in person) to consider input from
23 the Association when establishing shift schedules at each location; provided,
24 however, that the Company may proceed without the Association's input if an
25 Association representative is not available.

26 2. Employees will be given a minimum of fourteen (14) days notice when a schedule
27 rebid is to take place. Work schedules, with seniority rosters and bid times where
28 applicable, are posted for bid by active employees as far in advance as practical,
29 or a minimum of seven (7) calendar days. The posting shall contain the scheduled
30 start time, shift length, scheduled days off and effective date. Once the bidding
31 process is completed, schedule bid awards will be posted in paper or electronic
32 form at a station or location, a minimum of fourteen (14) calendar days, or seven
33 (7) calendar days for open-time/relief, prior to the effective date of the new work
34 schedule. The Company will post schedule bid awards for open-time/relief in the
35 Company's electronic scheduling system as soon as practical, and will make all
36 reasonable efforts to do so no later than five (5) calendar days prior to the
37 effective date of the new work schedule. The Company will post all other
38 schedule bid awards in the Company's electronic scheduling system as soon as
39 practical, and will make all reasonable efforts to do so no later than fourteen (14)
40 calendar days prior to the effective date of the new work schedule; provided,
41 however, that if the Company establishes an electronic scheduling system that is
42 remotely accessible by employees, the Company may post all other schedule bid
43 awards at airport locations no later than ten (10) calendar days prior to the

1 effective date of the new work schedule and at reservations locations no later than
2 eight (8) calendar days prior to the effective date of the new work schedule.

- 3 3. At airport locations, employees will be allowed to bid in person at their appointed
4 bidding time. At reservations locations, employees shall continue to bid
5 electronically. Employees at airport locations who are working at their appointed
6 bidding time will be released for a sufficient amount of time in order to bid with
7 no loss of pay. If unavailable to bid, employees may bid by proxy or by other
8 means established by local management (e.g., electronically or telephonically).
9 Employees who bid electronically shall receive an electronic mail confirmation of
10 receipt of their bid within twenty-four (24) hours of its submission, when that
11 functionality is available in the electronic bidding system.
- 12 4. The Shop Steward on duty or other on duty employee designated by the
13 Association is allowed to be present during the bidding process if not electronic,
14 and is allowed to review the results of the bidding process if electronic.
- 15 5. An active employee who fails to bid will be assigned an available work schedule
16 within his duty assignment after completion of the bid. An active employee who
17 reports late for bidding, but while the bidding process is ongoing, will be
18 permitted to bid on remaining available lines at the time he reports.
- 19 6. An employee on an authorized leave of absence as defined in Article 17 of this
20 Agreement, or off due to occupational injury or on a Company temporary
21 deployment on the date a bid is posted will not be permitted to bid. This
22 provision does not apply to employees on intermittent Family Medical Leave,
23 Jury Duty, Bereavement Leave, Short Term Union Leave or annual two (2) week
24 Military Reservist Training. Employees returning to active duty will be assigned
25 to their previous duty assignment. Such employees who were not permitted to bid
26 the most current work schedule will be assigned a shift and days off within their
27 duty assignment consistent with their seniority. If needs of service do not allow
28 the employee to be assigned a shift and days off consistent with their seniority,
29 the Company will rebid the work schedule within thirty (30) days of the
30 employee's return to active duty.
- 31 7. Each scheduled line of work will contain the same days off each week and will
32 contain the same shift start time on the same day of each week throughout the bid
33 period, except where otherwise provided for in this Agreement.
- 34 8. Work schedules will be rebid based on the needs of the service or a minimum of
35 three (3) times per calendar year and will not remain in effect longer than one
36 hundred fifty (150) days.

37 L. During a bid period, if it becomes necessary to temporarily adjust employees' work
38 schedules, duty assignments, scheduled start times or scheduled days off, the following
39 procedures shall apply to affected employees:

- 40 1. When it becomes necessary to adjust scheduled days off, employees subject to
41 adjustment will be given a minimum of five (5) calendar days notice.
- 42 2. When it becomes necessary to adjust scheduled start times, employees subject to
43 adjustment will be given a minimum of forty-eight (48) hours notice.

- 1 3. Employees may be reassigned between duty assignments/classifications and job
2 assignments on a given shift based on the needs of the service.
- 3 4. The Company will identify the affected employees, considering existing staffing
4 levels in classifications, job assignments/duty assignments, starting times and/or
5 days off. Schedule adjustments and reassignments involving changes to shift start
6 times and/or days off will be offered to affected employees in seniority order.
7 When the Company knows that a temporary change to a duty assignment will last
8 more than one (1) day, days beyond the first day will be offered to qualified
9 employees in seniority order.
- 10 5. When there are insufficient volunteers, employees will be assigned in reverse
11 seniority order, and if an adjustment is expected to exceed thirty (30) days in
12 duration, then within the first thirty (30) days after such adjustment, the Company
13 shall post the work schedule in the affected duty assignment for rebid as provided
14 for in Paragraph K above.
- 15 M. Employees temporarily assigned to a higher rated classification shall be paid the
16 applicable rate for all time worked in such classification. Employees temporarily
17 assigned to a lower rated classification shall not have their rates of pay reduced.
- 18 N. Employees returning from furlough, transferring or displacing into the classification
19 and/or duty assignment who were not permitted to bid the most current work schedule
20 will be assigned an available work schedule (shift start times and scheduled days off)
21 within the duty assignment until the next work schedule rebid.
- 22 O. The Company will establish as necessary the number of employees for the needs of the
23 service on each shift in all duty assignments at any location, subject to the terms of this
24 Agreement.
- 25 P. Shift Trades
- 26 An employee may trade shifts or days off with another qualified employee in the location
27 within the group in accordance with the following provisions; provided, however, that to the
28 extent applicable law requires the Company to pay any employees covered by this
29 Agreement for shift trades at overtime wage rates and such law cannot be waived by the
30 parties, such affected employees will not be eligible for shift trades:
 - 31 1. The request must be in writing and signed by both employees involved and
32 submitted for approval to the appropriate local administrative area, or submitted
33 electronically where a location utilizes Workbrain or a similar electronic reporting
34 method.
 - 35 2. Employees are expected to submit shift trades as far in advance as practical. The
36 deadline for submitting shift trades is 4:00 PM local time for any shift trades to be
37 effective the following day, except that at all reservations locations, the deadline
38 will be one (1) hour prior to the trade to be worked. The Company in its
39 discretion may approve an untimely shift trade request based on extenuating
40 circumstances.
 - 41 3. Employees who trade shifts become responsible to work the shift so agreed to as
42 if it were part of their regular work schedule. Employees shift trading to work

- 1 another employee's shift will assume the lunch/break schedule associated with
2 that shift.
- 3 4. Probationary employees, as defined in Article 22 of this Agreement, are not
4 eligible to participate in shift trades under these provisions until they have
5 completed one hundred and twenty (120) calendar days of employment which
6 will include training.
- 7 5. No overtime payment will be paid to an employee as a result of working another
8 employee's shift under these provisions. The employee who trades to work will
9 be compensated at straight time rates for the hours worked.
- 10 6. An employee who has an approved shift trade to work for another employee may
11 shift trade this entire obligation with one other employee and this shift trade will
12 count toward the quarterly maximum as described in Paragraph P.11 below.
- 13 7. An employee at an airport or travel center may trade their full shift or a portion
14 thereof with up to two (2) other employees. A partial trade shall be for a
15 minimum of one (1) hour, and thereafter in one-half (0.5) hour increments (e.g.,
16 one (1) hour, one and one-half (1.5) hours, two (2) hours, two and one-half (2.5)
17 hours, etc.). The trade(s) in relation to a shift will count as a single transaction
18 towards the quarterly shift trade maximum as described in Paragraph P.11 below.
- 19 8. An employee at a reservations location may trade their full shift or a portion
20 thereof with up to four (4) other employees. A partial trade shall be for a
21 minimum of one (1) hour, and thereafter in fifteen (15) minute increments (e.g.,
22 one (1) hour and fifteen (15) minutes, one (1) hour and thirty (30) minutes, etc.).
23 The trade(s) in relation to a shift will count as a single transaction towards the
24 quarterly shift trade maximum as described in Paragraph P.11 below.
- 25 9. At airport locations and travel centers, shift trades resulting in an overlap of up to
26 one-half (0.5) hour during the first and last thirty (30) minutes of the scheduled
27 shift may be approved subject to the needs of service.
- 28 10. Employees may work a maximum of sixteen (16) hours during a twenty-four (24)
29 hour period, i.e., 0000 hours through 2359 hours, as a result of shift trades,
30 excluding meal periods. Employees will be permitted to work, excluding meal
31 periods, up to fourteen (14) hours on consecutive days as a result of shift trades.
- 32 11. Employees may shift trade off their regularly scheduled shift a maximum of
33 thirty-two (32) times per calendar quarter. A shift trade involving an exchange of
34 shifts in a thirty (30) day period will not count toward the thirty-two (32)
35 quarterly maximum.
- 36 12. Cancellation of an approved trade must be submitted on the appropriate form,
37 electronically or on paper, and submitted within the same time frames established
38 for submission of shift trades. If a trade is cancelled, it will not count toward the
39 quarterly maximum.
- 40 13. In circumstances where shift trades have been approved and where the employee
41 who is scheduled to work for another employee is unable to do so (e.g., due to a
42 leave of absence (paid or unpaid), transfer, termination, jury duty, schedule rebid,

1 occupational injury), the Company reserves the right to cancel an approved shift
2 trade provided ten (10) days notice is given to affected employees.

3 14. Employees shift trading to a lower rated classification shall not have their rates of
4 pay reduced. Employees shift trading to a higher rated classification shall not
5 receive a premium.

6 Q. Employees may not be scheduled for less than an eight (8) hour rest period between
7 shifts. This provision does not apply to employees who voluntarily bid into situations
8 involving less than eight (8) hours of off duty time or participate in shift trades which
9 result in less than eight (8) hours of off duty time.

10 R. Severe Weather/Natural Disaster

11 1. Employees are expected to make every reasonable effort to report to work during
12 periods of inclement weather (e.g., snowstorms, ice storms, haboobs, hurricanes,
13 tornados, earthquakes, etc.). Employees are not required to report to work if
14 travel is prohibited by state or local authorities. Employees who are verifiably
15 unable to report to work or report late to work during these conditions may
16 account for lost time in one of the following ways:

17 a. unbid vacation; or

18 b. accrued compensatory time (where applicable); or

19 c. make up time (the employee will be eligible to work a like period of time on a
20 scheduled shift at a time selected by the employee. Such employee will notify
21 the Company of the shift to be worked as far in advance as practical but no
22 later than the day prior to the shift they have selected to work. The shift must
23 be worked within thirty (30) calendar days of the absence and will be paid at
24 straight time rates); or

25 d. If the employee does not elect one of the options above, the absence will be
26 unpaid.

27 2. If less than a full complement of employees is required due to severe weather,
28 employees at affected locations may be granted time off within the group,
29 classification, duty assignment and shift in seniority order. Employees granted
30 time off under this provision may elect to be paid using unbid vacation or may
31 take the time off as unpaid.

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

35 S. Definition of Qualified

36 “Qualified” as used in this Article shall mean an employee who is trained and possesses
37 current knowledge that enables the employee to perform all job functions of a duty
38 assignment as well as any necessary clearances (e.g., security).

1 T. Reservations Flextime

2 1. Reservations flextime shall be pursuant to Company policy.

3 2. Before the Company changes its policy regarding reservations flextime, it shall
4 meet and confer with the Union regarding any proposed changes at least sixty
5 (60) days in advance of any changes.

1 **Article 6 – Overtime – Customer Service**

2 A. The Company shall determine the number of overtime hours to be worked. Overtime
3 hours are defined as additional hours worked at the Company’s request over and above an
4 employee’s scheduled hours, and does not refer to rate of pay.

5 B. Where the Company determines that overtime is required, such overtime will be offered
6 on a voluntary basis to qualified and eligible employees on an equalized basis, with the
7 employee with the lowest equalization being offered overtime first; provided that in the
8 event two (2) or more employees have the same equalizations, the overtime shall be
9 offered in seniority order. The equalization number will be reset to zero for all
10 employees each calendar quarter. The quarterly resets will occur prior to offering
11 overtime for January 1, April 1, July 1, and October 1 of each year.

12 C. Employees are considered qualified for overtime when they are trained and possess
13 current knowledge that enables the employee to perform all job functions of the overtime
14 assignment and the necessary clearances (e.g., security).

15 D. Employees are considered eligible for overtime except when:

16 1. not available to work the entire overtime period. A one-half (0.5) hour overlap of
17 the scheduled or swapped on shift and the overtime period may be permitted
18 based on needs of service. The one-half (0.5) hour overlap will be paid as part of
19 the scheduled or swapped on shift, and will not be considered part of the overtime
20 shift; or

21 2. scheduled off for an entire shift for vacation, voluntary time off (VTO), training,
22 authorized Company business, authorized Union business, jury duty, sick leave
23 (paid or unpaid) for an entire shift, any type of leave of absence (paid or unpaid),
24 disciplinary suspension, bereavement leave, occupational injury leave (paid or
25 unpaid) or mandatory reservist training with orders. In these instances,
26 employees will be ineligible for the entire day except that they may volunteer to
27 work prior to mandatory assignment of overtime; or

28 3. on an awarded vacation week; an employee’s vacation shall be considered to
29 commence at the conclusion of his last shift (scheduled or extended by mandatory
30 overtime) prior to his first day of vacation and shall end at the start of his first
31 regularly scheduled shift following the conclusion of his vacation, although an
32 employee may sign-up on the availability list for overtime during the period
33 following his last regularly scheduled shift up to the start of his first vacation day
34 and for the period following the conclusion of his last vacation day up to the start
35 of his regularly scheduled shift following the conclusion of his vacation.
36 Employees on vacation, including those who sign up for such periods, will not be
37 subject to any mandatory overtime assignments.

38 E. Employees shall be equalized based on the actual overtime hours worked and, if signed
39 up on the overtime lists, for actual overtime hours offered and refused and for those
40 overtime hours for which the signed-up employee could not be contacted. Overtime lists
41 will be established, combining full-time and part-time employees, for each duty
42 assignment and classification. Only those employees signed up on the overtime lists will
43 be contacted. The Company will maintain two (2) voluntary overtime lists: one (1) list

1 for those employees volunteering to work less than four (4) hours of anticipated overtime,
2 which shall be referred to as the “shift extension overtime list;” and one (1) list for those
3 employees volunteering to work four (4) hours or more of voluntary overtime, which
4 shall be referred to as the “overtime list.”

5 F. The Company will offer, subject to the equalization procedures in Paragraph B above,
6 shift extension overtime to those employees on the shift extension overtime list, unless
7 otherwise specified below, whose shift ends closest to but within one (1) hour of the start
8 time of the shift extension overtime period or those employees whose start time is closest
9 to but within one (1) hour of the end of the shift extension overtime period, in the
10 following order:

- 11 1. Employees within the location, duty assignment and classification.
- 12 2. Employees within the location and classification, but outside the duty assignment.
- 13 3. Employees within the location, duty assignment and group, but outside the
14 classification.
- 15 4. Employees within the location and group, but outside the classification and duty
16 assignment.
- 17 5. Employees within the location and Passenger Service, but outside the group.
- 18 6. Volunteers not on the shift extension overtime list at the same location and within
19 Passenger Service.
- 20 7. Mandatory assignment as described in Paragraph U of this Article.

21 G. The Company will offer, subject to the equalization procedures in Paragraph B above, all
22 other voluntary overtime to employees on the overtime list, unless otherwise specified
23 below, in the following order:

- 24 1. Employees within the location, duty assignment and classification.
- 25 2. Employees within the location, duty assignment and group, but outside the
26 classification.
- 27 3. Employees within the location and group, but outside the duty assignment.
- 28 4. Volunteers not on the overtime list within the group from other locations at the
29 Company’s discretion related to the availability of overtime within the Premium
30 Services group.
- 31 5. Employees within the location and Passenger Service, but outside the group.
- 32 6. Volunteers within the location and Passenger Service not on the overtime list, or
33 at the Company’s discretion, volunteers from other locations within Passenger
34 Service.
- 35 7. Mandatory assignment as described in Paragraph U of this Article.

36 H. Employees will be contacted at the phone number on the overtime list(s). It is the
37 employee’s responsibility to insure that the overtime list(s) have the correct phone
38 number for contact. In the event of “no answers” or “voicemail answers” for employees
39 off-duty, the Company will continue the overtime calling process but will leave a

1 voicemail. Should an off-duty employee return the overtime call, he will be permitted to
2 accept any remaining available overtime. In the event of “no answers” or “voicemail
3 answers” for employees on duty, the Company will contact the employee at work.
4 Employees may also accept overtime by indicating an auto-accept on the overtime list.
5 The auto-accept option will only be available for overtime offered for future dates (i.e.,
6 auto-accept will not be available if the overtime is for the same day). It shall be the
7 responsibility of an employee who has auto-accepted to check by a method designated by
8 the Company to determine if overtime has been assigned.

9 I. Open-time employees, on scheduled work days, are considered for overtime within the
10 classification and duty assignment in which they are working. An open-time employee
11 on a scheduled day off will be considered available for overtime offered within the duty
12 assignment and classification the employee last worked on a regularly scheduled work
13 shift except that shift trades are not considered.

14 J. Employees entering a new duty assignment will be assigned the average overtime hours
15 in the new duty assignment for the purpose of equalization. Upon their return to work,
16 employees absent for more than fourteen (14) consecutive days, with the exception of
17 employees on vacation, will be assigned the average of the overtime equalization list or
18 their previous overtime hours, whichever is greater.

19 K. When operational conditions change which would no longer necessitate the overtime that
20 has been awarded to an employee, such overtime may be canceled, provided a minimum
21 of four (4) hours notice is given. If less than four (4) hours notice is provided, the
22 employee awarded the original overtime shift will be offered a minimum of four (4)
23 hours work at the applicable rate, except that shift extension overtime assignments which
24 follow an employee’s completed shift may be canceled at any time.

25 L. Employees who accept overtime will have sixty (60) minutes in which to relinquish the
26 award. Following the sixty (60) minute period, employees will be responsible to work
27 the overtime shift, may not trade this obligation with another employee and are not
28 entitled to compensation for the overtime shift if they do not work it.

29 M. Overtime equalization lists will be maintained by duty assignment and employees’ names
30 shall be listed in Passenger Service seniority order. Equalization lists will be made
31 available to the Union upon request.

32 N. An employee bypassed for overtime in violation of these overtime procedures will be
33 eligible to work a like period of time on a scheduled shift at a time selected by the
34 employee. Such employee will notify the Company of the shift to be worked as far in
35 advance as practical but no later than the day prior to the shift they have selected to work.
36 The shift will be at the same rate of pay, in the same duty assignment as bypassed,
37 contain the same number of hours as those bypassed and must be worked within fourteen
38 (14) calendar days of the determination that the bypass occurred. Only the employee
39 who should have been offered the overtime as provided for in this Article will be entitled
40 to this remedy.

41 O. Employees will not work overtime where it would result in more than sixteen (16) hours
42 in any work day, excluding unpaid meal periods. Employees who have worked sixteen
43 (16) hours may only:

- 1 1. volunteer for additional overtime before others are mandatorily assigned, except
2 that no employee shall work more than twenty (20) consecutive hours; or
 - 3 2. in the event of an emergency, be assigned additional overtime when no other
4 employees are available.
- 5 P. Work days are defined as regularly scheduled or “shift swap worked” days.
- 6 1. There will be a minimum daily eight (8) hour overtime qualifier which must be
7 satisfied prior to being eligible for overtime rates.
 - 8 2. The daily qualifier for determining overtime eligibility will include all regularly
9 scheduled hours worked, plus any shift swap hours worked, up to a combined
10 maximum of eight (8) hours.
 - 11 3. After the daily overtime qualifier has been met, overtime will be paid at one and
12 one-half (1.5) times the regular rate for the first four (4) hours worked and two (2)
13 times the employee’s regular rate for all hours worked thereafter.
 - 14 4. With respect to flexible scheduling, employees are paid straight-time rates for
15 regularly scheduled hours worked and shift swapped hours worked, regardless of
16 the length of the shift.
- 17 Q. Days off are defined as regularly scheduled or “shift swap off” days.
- 18 1. There will be a weekly forty (40) hour overtime qualifier which must be satisfied
19 prior to being eligible for overtime rates on any day off.
 - 20 2. The weekly qualifier for determining overtime eligibility will include all:
21 a. regularly scheduled hours worked;
22 b. additional hours offered by the Company worked at straight time rates;
23 c. shift swap hours worked not to exceed the total shift swap off plus VTO
24 hours;
25 d. short term Union leave time; and
26 e. paid bid vacation hours, including Day at a Time (DAT) vacation.
 - 27 3. After the weekly overtime qualifier has been met, overtime will be paid at one
28 and one-half (1.5) times the regular rate for the first eight (8) hours overtime
29 worked and two (2) times the regular rate for all overtime hours worked
30 thereafter, except as provided for in Paragraph Q.4 below.
 - 31 4. Employees who shift trade to be off and who work overtime on that day off shall
32 be paid a maximum rate of time and one-half (1.5) the regular rate for the first
33 eight (8) hours of overtime worked and two (2) times the regular rate for
34 additional hours worked that day.
- 35 R. Employees who shift trade into duty assignments different from their scheduled duty
36 assignments will be considered for overtime based upon their originally scheduled duty
37 assignment.
- 38 S. All overtime shall be computed to the nearest minute.

1 T. Break and meal periods for overtime shifts will be provided as follows; provided,
 2 however, that to the extent applicable law requires that employees covered by this
 3 Agreement be provided with different break and meal periods than are set forth in this
 4 Agreement and such law cannot be waived by the parties, an employee shall be entitled to
 5 the more generous break and meal period schedule provided by applicable law or this
 6 Agreement:

Total Overtime Hours	Paid Breaks/Unpaid Meal Periods
3.0 – 4.0 hours	One 15 minute paid break.
4.1 – 5.0 hours	One 15 minute paid break or one 30 minute unpaid meal period.
5.1 – 6.5 hours	Two 15 minute paid breaks or one 30 minute unpaid meal period.
6.6 – 10.5 hours	Two 15 minute paid breaks and one 30 minute unpaid meal period.
10.6 – 12.9 hours	Three 15 minute paid breaks and one 30 minute unpaid meal period.
13.0 – 15.9 hours	Four 15 minute paid breaks and one 30 minute unpaid meal period.
16.0 hours	Four 15 minute paid breaks and two 30 minute unpaid meal periods.

7

8 U. Mandatory Assignment of Overtime

- 9 1. Mandatory overtime may occasionally become necessary as a result of irregular
 10 operations or unusual events. Mandatory overtime will only be used when the
 11 Company determines it is essential to meet the minimum needs of service and all
 12 voluntary options have been exhausted.
- 13 2. Employees will be given as much notice as possible and, at a minimum, one (1)
 14 hour notice prior to the beginning of a mandatory overtime assignment. Notice
 15 will be given electronically or in writing and will contain the reason for the
 16 overtime and the approximate duration of the overtime.
- 17 3. Following exhaustion of all voluntary overtime options as set forth in this Article,
 18 the Company shall assign mandatory overtime as follows:
- 19 a. When the mandatory overtime period is required for the current day, it will be
 20 assigned in inverse seniority order in the following order:
- 21 (i) Employees working part-time shifts within the duty assignment whose
 22 shifts end within one (1) hour of the required coverage period.

- 1 (ii) Qualified employees working part-time shifts in the location and
2 classification but outside the duty assignment, whose shifts end within one (1)
3 hour of the required coverage period.
- 4 (iii) Employees working full-time shifts within the group and duty
5 assignment whose shifts end within one (1) hour of the required coverage
6 period.
- 7 (iv) Qualified employees working full-time shifts within the group but
8 outside the duty assignment, whose shifts end within one (1) hour of the
9 required coverage period.
- 10 (v) If no employees fall within these parameters, mandatory assignment will
11 be in the order provided for in Paragraph U.3.c. of this Article.
- 12 (vi) At airport locations with multiple terminals, the Company will make
13 reasonable efforts to assign mandatory overtime pursuant to Paragraph
14 U.3.a.(i) through U.3.a.(iv); provided, however, that based on the needs of the
15 operation, the Company may apply the provisions in Paragraph U.3.a.(i)
16 through U.3.a.(iv) on a single terminal basis.
- 17 b. Overtime assigned under Paragraph U.3.a. will be continuous with the
18 employee's shift.
- 19 c. When mandatory overtime is required for the next calendar day, it will be
20 assigned in inverse seniority order in the following order:
- 21 (i) Part-time employees within the duty assignment.
- 22 (ii) Qualified part-time employees in the location and group but outside the
23 duty assignment.
- 24 (iii) Full-time employees within the group and duty assignment.
- 25 (iv) Qualified full-time employees in the location and group but outside the
26 duty assignment.
- 27 4. An employee who has been assigned mandatory overtime will be afforded a
28 period of not less than eight (8) hours rest from the completion of the mandatory
29 overtime until the start of the employee's next scheduled shift. In the event that
30 this rest period extends into the employee's next scheduled shift, the employee
31 may elect to have the scheduled start time of his next shift adjusted to provide for
32 an off-duty period of a minimum of eight (8) hours.
- 33 a. In circumstances where the reduced rest period is solely a result of a
34 mandatory overtime requirement, the employee will be paid straight time rates
35 for all hours lost due to such adjustment (e.g., an employee scheduled to work
36 0600 to 1430 whose start time is adjusted to 0800 will only be required to
37 work to 1430, and will be paid at straight time hours for the two (2) hours lost
38 due to the adjustment).
- 39 b. In circumstances where employee shift swaps or acceptance of voluntary
40 overtime contribute to the reduced rest period, employees electing to adjust
41 the start time of their next shift may either end their shift at their regularly

- 1 scheduled end time and be paid for hours worked or adjust the end time of
2 their next scheduled shift to provide for a full shift.
- 3 5. An employee who has worked sixteen (16) hours or a minimum of four (4) hours
4 overtime during a work day will not be assigned mandatory overtime except when
5 no other employees are available.
- 6 6. Employees will be released from mandatory overtime in the following order:
7 a. Full-time employees, in seniority order;
8 b. Part-time employees, in seniority order.
- 9 7. A rotation method for the assignment of mandatory overtime may be established
10 locally when mandatory overtime coverage is known in advance for specified
11 periods of time. The rotation method used will only be implemented when
12 mutually agreed to by the Company and the Union.
- 13 8. All mandatory overtime hours will be paid at the employee's applicable rate.
- 14 V. Employees will be offered a minimum of four (4) hours work at the applicable rate if:
15 1. The overtime is not continuous with their regular shift and is separated by more
16 than one (1) hour.
17 2. The employee is called in to work on his day off.
- 18 W. An employee working overtime in a lower rated classification within their group will be
19 paid the applicable rate for their own classification. An employee working overtime in a
20 higher rated classification within their group will be paid the applicable rate for the
21 higher rated classification. An employee working overtime in a different group will be
22 paid the applicable rate for their own classification and group.
- 23 X. Employees awarded overtime in a group will not be required to work such overtime in a
24 different group.

1 **Article 7 – Overtime – Reservations**

2 A. The Company shall determine the number of overtime hours to be worked at any
3 location. Overtime hours are defined as additional hours worked at the Company’s
4 request over and above an employee’s scheduled hours.

5 B. Where the Company determines that overtime is required, such overtime will be posted in
6 all locations. It will be offered on a voluntary basis to eligible and qualified employees in
7 seniority order as follows:

- 8 1. employees within the group and duty assignment;
- 9 2. employees within the group, but outside the duty assignment; and
- 10 3. mandatory assignment of overtime as described in Paragraph M of this Article.

11 C. An employee who volunteers to work a minimum of five (5) hours of overtime on a
12 regularly scheduled day off prior to the Company contacting the employee to assign
13 mandatory overtime shall not be mandatorily assigned overtime, pursuant to the
14 mandatory assignment provisions in Paragraph M below, beyond the hours for which the
15 employee volunteered on such day.

16 D. Employees are considered eligible for overtime except when:

- 17 1. scheduled off for an entire shift for vacation, (VTO), authorized Company
18 business, authorized Union business, jury duty, sick leave (paid or unpaid) for an
19 entire shift, any type of leave of absence (paid or unpaid), disciplinary suspension,
20 bereavement leave, occupational injury leave (paid or unpaid) or mandatory
21 reservist training with orders. In these instances, employees will be ineligible for
22 the entire day except that they may volunteer to work prior to mandatory
23 assignment of overtime; or
- 24 2. on an awarded vacation week; an employee’s vacation shall be considered to
25 commence at the conclusion of his last regularly scheduled shift prior to his
26 vacation and shall end at the start of his first regularly scheduled shift following
27 the conclusion of his vacation, although an employee may sign-up for overtime
28 during the period following his last regularly scheduled shift up to the start of his
29 first vacation day and for the period following the conclusion of his last vacation
30 day up to the start of his regularly scheduled shift following the conclusion of his
31 vacation. Employees on vacation, including those who sign up for such periods,
32 will not be subject to any mandatory overtime assignments.

33 E. When operational conditions change which would no longer necessitate the overtime that
34 has been offered to an employee, such overtime may be canceled, provided a minimum of
35 four (4) hours notice is given. If less than four (4) hours notice is provided, employees
36 will be permitted to work the original overtime hours up to a maximum of four (4) hours
37 at the applicable rate.

38 F. An employee bypassed for overtime in violation of these overtime procedures will be
39 eligible to work a like period of time on a scheduled shift at a time selected by the
40 employee. Such employee will notify the Company of the shift to be worked as far in
41 advance as practical but no later than the day prior to the shift they have selected to work.
42 The shift will be at the same rate of pay, in the same duty assignment as bypassed,

1 contain the same number of hours as those bypassed and must be worked within fourteen
2 (14) calendar days of the determination that the bypass occurred. Only the employee
3 who should have been offered the overtime as provided for in this Article will be entitled
4 to this remedy.

5 G. Employees will not work overtime where it would result in more than sixteen (16) hours
6 in any work day, excluding unpaid meal periods. Employees who have worked sixteen
7 (16) hours may only:

- 8 1. volunteer for additional overtime before others are mandatorily assigned, except
9 that no employee shall work more than twenty (20) consecutive hours;
- 10 2. volunteer in the event of an emergency.

11 H. Work days are defined as regularly scheduled or “shift swap worked” days.

- 12 1. There will be a minimum daily eight (8) hour overtime qualifier which must be
13 satisfied prior to being eligible for overtime rates.
- 14 2. The daily qualifier for determining overtime eligibility will include all regularly
15 scheduled hours worked, plus any shift swap hours worked, up to a combined
16 maximum of eight (8) hours.
- 17 3. After the daily overtime qualifier has been met, overtime will be paid at one and
18 one-half (1.5) times the regular rate for the first four (4) hours worked and two (2)
19 times the regular rate for all hours worked thereafter.
- 20 4. With respect to flexible scheduling, employees are paid straight-time rates for
21 regularly scheduled hours worked and shift swapped hours worked, regardless of
22 the length of the shift.

23 I. Days off are defined as regularly scheduled or “shift swap off” days.

- 24 1. There will be a weekly forty (40) hour overtime qualifier which must be satisfied
25 prior to being eligible for overtime rates on any day off.
- 26 2. The weekly qualifier for determining overtime eligibility will include all:
27 a. regularly scheduled hours worked;
28 b. additional hours offered by the Company worked at straight time rates;
29 c. shift swap hours worked not to exceed the total shift swap off plus any VTO
30 hours;
31 d. short term Union leave hours; and
32 e. paid bid vacation hours, including DAT.
- 33 3. After the weekly overtime qualifier has been met, overtime will be paid at one
34 and one-half (1.5) times the regular rate for the first eight (8) hours overtime
35 worked and two (2) times the regular rate for all overtime hours worked
36 thereafter, except as provided for in Paragraph I.4 below.
- 37 4. Employees who shift trade to be off and who work overtime on the day off shall
38 be paid a maximum rate of time and one-half (1.5) for the first eight (8) hours of

1 overtime worked and two (2) times the regular rate for additional hours worked
2 that day.

3 J. Employees who shift trade into duty assignments different from their scheduled duty
4 assignments will be considered for overtime based upon their originally scheduled duty
5 assignment.

6 K. All overtime shall be computed to the nearest minute.

7 L. Break and meal periods for overtime shifts will be provided as follows; provided,
8 however, that to the extent applicable law requires that employees covered by this
9 Agreement be provided with different break and meal periods than are set forth in this
10 Agreement and such law cannot be waived by the parties, an employee shall be entitled to
11 the more generous break and meal period schedule provided by applicable law or this
12 Agreement:

Total Overtime Hours	Paid Breaks/Unpaid Meal Periods
3.0 – 4.0 hours	One 15 minute paid break; provided, however, that an employee who is scheduled for ten (10) consecutive hours in conjunction with his overtime hours shall be eligible to take his 15 minute paid break when scheduled for two (2) to four (4) hours of overtime.
4.1 – 5.0 hours	One 15 minute paid break and, at the employee's election, one 30 minute unpaid meal period.
5.1 – 7.9 hours	Two 15 minute paid breaks and, at the employee's election, one 30 minute unpaid meal period.
8.0 – 10.5 hours	Two 15 minute paid breaks and one 30 minute unpaid meal period.
10.6 – 12.9 hours	Three 15 minute paid breaks and one 30 minute unpaid meal period, and at the employee's election, an additional 30 minute unpaid meal period.
13.0 – 15.9 hours	Four 15 minute paid breaks and one 30 minute unpaid meal period.
16.0 hours	Four 15 minute paid breaks and two 30 minute unpaid meal periods.

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M. Mandatory Assignment of Overtime

1. Mandatory overtime may occasionally become necessary as a result of irregular operations or unusual events. Mandatory overtime will only be used when the Company determines it is essential to meet the minimum needs of service and all voluntary options have been exhausted.
2. Employees will be given a minimum of one (1) hour notice prior to the beginning of a mandatory overtime assignment. Notices will be given electronically or in writing and will contain the reason for the overtime and the approximate duration of the overtime.
3. Following exhaustion of all voluntary overtime options as set forth in this Article, the Company shall assign mandatory overtime as follows:
 - a. When mandatory overtime is required for the current day, it will be assigned to employees who are on duty that day in the following order:
 - (i) All part-time employees within the duty assignment for no more than eight (8) hours;
 - (ii) All qualified part-time employees in the group but outside the duty assignment for no more than eight (8) hours;
 - (iii) All employees within the duty assignment for no more than twelve (12) hours; and
 - (iv) All qualified employees within the group but outside the duty assignment for no more than twelve (12) hours.
 - (v) If all employees in one of the above categories are not needed, it will be assigned to employees, in that category, in inverse seniority order.
 - (vi) If an insufficient number of employees fall within the above parameters in this Paragraph M.3.a., the Company will assign mandatory overtime to off-duty employees in the order provided for in Paragraph M.3.c. of this Article.
 - b. Overtime assigned under Paragraph M.3 of this Article will be continuous with the employee’s shift, unless mutually agreed otherwise between the Company and the employee.
 - c. When mandatory overtime is required for future day(s), limited to current day plus two (2) immediately subsequent days, it will be assigned in inverse seniority order in the following order:
 - (i) Part-time employees within the duty assignment for no more than twelve (12) hours;
 - (ii) Qualified part-time employees in the classification but outside the duty assignment for no more than twelve (12) hours;
 - (iii) Full-time employees within the duty assignment for no more than twelve (12) hours; and

- 1 (iv) Qualified full-time employees in the classification but outside the duty
2 assignment for no more than twelve (12) hours.
- 3 d. For the purposes of this Paragraph M.3, hours include all hours worked on the
4 applicable day.
- 5 4. When mandatory overtime is required for both a current and future day,
6 mandatory overtime for the current day will be assigned as set forth above in
7 Paragraph M.3.a and mandatory overtime for the future day(s) will be assigned as
8 set forth above in Paragraph M.3.c.
- 9 5. An employee shall not be subject to assignment of mandatory overtime on at least
10 two (2) of his days-off in a fourteen (14) day period.
- 11 6. An employee who has worked twelve (12) hours during a work day will not be
12 assigned mandatory overtime; provided, however, that in the event of extreme
13 operational irregularity, the Company may assign mandatory overtime for up to
14 fourteen (14) hours per day for both full-time and part-time employees. The
15 Company will notify the Union prior to assigning overtime in excess of twelve
16 (12) hours per day.
- 17 7. An employee who has been assigned mandatory overtime will be afforded a
18 period of not less than eight (8) hours rest from the completion of the mandatory
19 overtime until the start of the employee's next scheduled shift. In the event that
20 this rest period extends into the employee's next scheduled shift, the employee
21 may elect to have the scheduled start time of his next shift adjusted to provide for
22 an off-duty period of a minimum of eight (8) hours.
- 23 a. In circumstances where the reduced rest period is solely a result of a
24 mandatory overtime requirement, the employee will be paid straight time rates
25 for all hours lost due to such adjustment (e.g., an employee scheduled to work
26 0600 to 1430 whose start time is adjusted to 0800 will only be required to
27 work to 1430, and will be paid at straight time hours for the two (2) hours lost
28 due to the adjustment).
- 29 b. In circumstances where employee shift swaps or acceptance of voluntary
30 overtime contribute to the reduced rest period, employees electing to adjust
31 the start time of their next shift may either end their shift at their regularly
32 scheduled end time and be paid for hours worked or adjust the end time of
33 their next scheduled shift to provide for a full shift.
- 34 8. Employees will be released from mandatory overtime in the following order:
35 a. Full-time employees, in seniority order;
36 b. Part-time employees, in seniority order.
- 37 9. A rotation method for the assignment of mandatory overtime may be established
38 locally when mandatory overtime coverage is known in advance for specified
39 periods of time. The rotation method used will only be implemented when
40 mutually agreed to by the Company and the Union.
- 41 10. All mandatory overtime hours will be paid at an employee's applicable rate.

- 1 N. At the Company’s discretion, it may solicit qualified employees within Passenger Service
2 to volunteer for overtime in other Passenger Service groups and locations provided that
3 local airport security requirements can be satisfied. At the Company’s discretion, it may
4 offer such qualified volunteers overtime immediately prior to assignment of mandatory
5 overtime.
- 6 O. An employee working overtime in a different group will be paid the applicable rate for
7 their own classification.
- 8 P. “Qualified” as used in this Article shall have the same definition as set forth in Article
9 5.S.

1 **Article 8 – Seniority**

2 A. Date of Hire Seniority is defined as continuous service in any department. Date of Hire
3 Seniority is applied to:

- 4 1. vacation accrual; and
- 5 2. service awards.

6 B. Passenger Service Seniority is defined as continuous service in an Association covered
7 position within Passenger Service. Passenger Service Seniority shall be applied to:

- 8 1. bidding of shifts/days off;
- 9 2. bidding of all vacation periods;
- 10 3. filling of vacancies;
- 11 4. reductions in force/displacements/recalls; and
- 12 5. overtime assignment where seniority is used.

13 C. Pay Date Seniority is defined as continuous service in an Association covered position
14 within Passenger Service, but is adjusted for:

- 15 1. time lost in excess of thirty (30) days due to an unpaid leave of absence (e.g., an
16 unpaid leave that is thirty-one (31) days will result in a one (1) day adjustment to
17 Pay Date Seniority date). Military leave will not result in an adjustment to Pay
18 Date Seniority; or
- 19 2. all furloughs extending beyond ninety (90) days; or
- 20 3. all unpaid suspensions extending beyond thirty (30) days.

21 D. Employees who transfer into Passenger Service will be assigned a Passenger Service
22 Seniority date and a Pay Date Seniority date, which will be the first day worked in
23 Passenger Service .

24 E. Employees who transfer within Passenger Service will be placed on the longevity step of
25 the new pay scale based on their Pay Date Seniority.

26 F. When two (2) or more employees have the same seniority date, the following method will
27 be used to determine the seniority order:

- 28 1. Identical Passenger Service Seniority date - the senior employee will be the
29 employee with the earliest Date of Hire Seniority.
- 30 2. Identical Date of Hire Seniority date - the senior employee will be the employee
31 who has the highest four digit number using the last four digits in his social
32 security number.

33 G. An employee covered by this Agreement will lose his seniority status and his name shall
34 be removed from the seniority list when:

- 35 1. he quits, resigns, or retires; or
- 36 2. he is discharged for just cause; or

- 1 3. he does not return from furlough pursuant to the terms and conditions of Article
- 2 14 of this Agreement; or
- 3 4. his recall rights expire; or
- 4 5. he does not return from a Leave of Absence within the scheduled period; or
- 5 6. as otherwise provided in this Agreement.

6 H. Employees who transfer to a position outside Passenger Service shall retain, for a period
7 of six (6) months, all Passenger Service Seniority and Pay Date Seniority accrued up to
8 their date of transfer from Passenger Service. During this six (6) month period, with
9 Director approval, these employees will be eligible to use retained seniority to bid for
10 system vacancies. Following this six (6) month period, such employees who return to
11 Passenger Service will be awarded a Passenger Service Seniority date and a Pay Date
12 Seniority date which will be the first day worked in Passenger Service upon their return.

13 I. A seniority roster will be posted electronically twice a year no later than the last day of
14 January and July each year. Seniority lists will indicate the employee's name, Passenger
15 Service Seniority date, Date of Hire Seniority date, and include their domicile city. The
16 Company will provide the Union these seniority rosters with sufficient additional
17 identifying information to validate the seniority list.

18 J. Employees who wish to protest any omission or incorrect posting of their seniority must
19 do so by filing a written grievance within thirty (30) days of the date of the most recent
20 seniority roster posting. Seniority protests will be strictly confined to errors, changes or
21 omissions which occurred on the most recent seniority posting only. Any employee on
22 leave at the time of posting of the list shall have a period of fifteen (15) days from the
23 date of his return to service to file a protest.

1 **Article 9 – Filling of Vacancies**

2 The Company will determine whether or not a vacancy is to be filled.

3 A. Permanent full-time vacancies for CSAs, CARs, OBRs and HBRs (other than as set forth
4 in Paragraph D below)

5 1. Permanent full-time vacancies which the Company decides to fill will be awarded
6 in the following order:

7 a. The senior full-time employee in the group and classification at the location
8 where the vacancy exists who has an in-station transfer bid on file to the
9 available duty assignment as outlined in Paragraph J of this Article;

10 b. The senior employee who possesses recall to a full-time position in the group
11 at the location; and

12 c. The employees with a system transfer bid on file in the order outlined in
13 Paragraphs K.7.a. through K.7.d. of this Article.

14 B. Permanent part-time vacancies for CSAs, CARs, OBRs and HBRs (other than as set forth
15 in Paragraph D below)

16 1. Permanent part-time vacancies which the Company decides to fill will be awarded
17 in the following order:

18 a. The senior part-time employee in the group and classification at the location
19 where the vacancy exists who has an in-station transfer bid on file to the
20 available duty assignment as outlined in Paragraph J of this Article;

21 b. The senior employee who possesses recall to a part-time position in the group
22 at the location; and

23 c. The employees with a system transfer bid on file in the order outlined in
24 Paragraphs K.7.a. through K.7.d. of this Article.

25 C. PCSR Vacancies

26 1. in the following order:

27 a. The senior full-time PCSR at the location where the vacancy exists who has
28 an in-station transfer bid on file to the available duty assignment;

29 b. The senior employee who possesses recall to a full-time PCSR position in the
30 location;

31 c. The senior part-time PCSR at the location where the vacancy exists who has a
32 system transfer bid on file to the available position;

33 d. The senior PCSR with a system transfer bid on file to the location; and

34 e. The senior applicant with a passing score in the Company’s selection process
35 as described in Paragraph F below.

36 2. Permanent part-time vacancies that the Company decides to fill will be awarded
37 in the following order:

- 1 a. The senior part-time PCSR at the location where the vacancy exists who has
2 an in-station transfer bid on file to the available duty assignment;
- 3 b. The senior employee who possesses recall to a part-time PCSR position in the
4 location;
- 5 c. The senior full-time PCSR at the location where the vacancy exists who has a
6 system transfer bid on file to the available position;
- 7 d. The senior PCSR with a system transfer bid on file to the location; and
- 8 e. The senior applicant with a passing score in the Company’s selection process
9 as described in Paragraph F below.
- 10 3. Employees accepting PCSR positions are required to remain in the position and
11 the location for a period of one (1) year. These employees, however, are eligible
12 for in-station PCSR transfers.
- 13 4. Each successful PCSR bidder will be required to successfully complete all
14 Company required training. All successful PCSR bidders from outside the
15 Premium Customer Services Group shall hold the position on a probationary basis
16 for a period of one hundred eighty (180) calendar days of active service in order
17 to receive adequate instruction and coaching and to demonstrate their ability to
18 perform the required work. Employees who fail to demonstrate sufficient ability
19 during the PCSR probationary period will be returned to their previous location
20 and duty assignment.
- 21 5. Applicants refusing offers of PCSR positions, or failing to report for a scheduled
22 interview for a reason(s) not approved by the Company, will be ineligible for
23 consideration for any other PCSR positions for a period of six (6) months.
- 24 D. Reservations Group Vacancies for Elite and Escalation Desks
- 25 1. Permanent full-time vacancies that the Company decides to fill will be awarded in
26 the following order:
 - 27 a. The senior full-time OBR or HBR currently working at the same elite or
28 escalation desk who wishes to transfer to the location where the vacancy
29 exists;
 - 30 b. The senior part-time OBR or HBR currently working at the same elite or
31 escalation desk who wishes to transfer to the location where the vacancy
32 exists;
 - 33 c. The senior applicant within the Reservations Group with a passing score in the
34 Company’s selection process as set forth in Paragraph F of this Article; and
 - 35 d. The senior applicant with a passing score in the Company’s selection process
36 as set forth in Paragraph F of this Article.
- 37 2. Permanent part-time vacancies that the Company decides to fill will be awarded
38 in the following order:

- 1 a. The senior part-time OBR or HBR currently working at the same elite or
2 escalation desk who wishes to transfer to the location where the vacancy
3 exists;
- 4 b. The senior full-time OBR or HBR currently working at the same elite or
5 escalation desk who wishes to transfer to the location where the vacancy
6 exists;
- 7 c. The senior applicant within the Reservations Group with a passing score in the
8 Company’s selection process as set forth in Paragraph F of this Article; and
- 9 d. The senior applicant with a passing score in the Company’s selection process
10 as set forth in Paragraph F of this Article.
- 11 3. Employees accepting elite or escalation desk positions are required to remain in
12 the position and the location for a period of one (1) year.
- 13 4. Each successful elite or escalation desk bidder will be required to successfully
14 complete all Company required training. All successful elite or escalation desk
15 bidders from outside the Reservations Group shall hold the position on a
16 probationary basis for a period of one hundred eighty (180) calendar days of
17 active service in order to receive adequate instruction and coaching and to
18 demonstrate their ability to perform the required work. Employees who fail to
19 demonstrate sufficient ability during the elite or escalation desk probationary
20 period will be returned to their previous location and duty assignment.
- 21 5. Applicants refusing offers of elite or escalation desk positions, or failing to report
22 for a scheduled interview for a reason(s) not approved by the Company, will be
23 ineligible for consideration for any other elite or escalation desk positions for a
24 period of six (6) months.
- 25 6. Based on the needs of service, the Company may waive the competitive selection
26 process outlined in Paragraph F of this Article, and instead fill vacancies on the
27 elite and escalation desks as set forth above in Paragraphs A and B.
- 28 E. CSC Vacancies (other than CSC—Training)
- 29 1. Where the Company decides to fill a full-time CSC vacancy, the position will be
30 awarded in the following order:
 - 31 a. The senior full-time CSC at the location where the vacancy exists who has an
32 in-station transfer bid on file to the available duty assignment; and
 - 33 b. The senior qualified candidate.
- 34 2. Where the Company decides to fill a part-time CSC vacancy, the position will be
35 awarded in the following order:
 - 36 a. The senior part-time CSC at the location where the vacancy exists who has an
37 in-station transfer bid on file to the available duty assignment; and
 - 38 b. The senior qualified candidate.
- 39 3. All successful CSC bidders shall hold the position on a probationary basis for a
40 period of one hundred eighty (180) calendar days of active service in order to

1 receive adequate instruction and coaching and to demonstrate their ability to
2 perform the required work. Employees who fail to demonstrate sufficient ability
3 during their CSC probationary period will be returned to their previous location
4 and duty assignment.

- 5 4. CSCs who have completed their CSC probationary period and are demoted for
6 just cause will be returned to an available system vacancy in their previous
7 classification or the Company may offer the employee a position at their location
8 in their previous classification and status (part-time or full-time) providing their
9 seniority places them senior to the most junior employee in that location.
- 10 5. Employees accepting CSC positions are required to remain in the position and
11 location for a period of one (1) year. These employees, however, are eligible for
12 in-station CSC transfers.
- 13 6. Applicants refusing offers of CSC positions, or failing to report for a scheduled
14 interview for a reason(s) not approved by the Company, will be ineligible for
15 consideration for any other CSC position for a period of six (6) months.

16 F. Qualification Process

- 17 1. Candidates for PCSR, CSC (including CSC—Tower), and elite and escalation
18 desk positions will be evaluated through a standard qualification process which
19 will be available to all Passenger Service employees. The qualification process
20 may include consideration of established minimum and preferred qualifications,
21 manager’s evaluations, panel interview results and skills testing, and will be
22 applied consistently for all candidates. The Company reserves the right to amend
23 the minimum and preferred qualifications, interview content, scoring and skills
24 testing; however, the Union will be provided with an advance copy of any
25 Company proposed changes to the PCSR, CSC and elite and escalation desk
26 qualification process, and will have the opportunity to consult with the Company
27 and make recommendations regarding the proposed changes prior to
28 implementation.
- 29 2. Candidates will be required to submit an application on a form as designated by
30 the Company.
- 31 3. The Company shall maintain and post a list of the minimum and preferred
32 qualifications for a position.
- 33 4. Candidates who meet the minimum qualifications will be interviewed by a panel
34 interview committee that will be comprised of three (3) members: a Passenger
35 Service employee selected by the Association and two (2) members selected by
36 the Company. The Association shall establish and maintain a list of members at
37 each Company designated location to serve on the panel interview committee for
38 each position specified in Paragraph F.1 above, sufficient to ensure that there are
39 no delays in the interview process. Each panel member will be required to
40 successfully complete all Company required training in order to be a member of
41 the panel interview committee. Each member of the committee will score the
42 candidate’s interview results on a numerical scale established by the Company.
43 Each committee member’s score will be totaled to establish the candidate’s total

1 score. The Company will establish a standard minimum passing score which will
2 be applied to each candidate.

3 5. Employees should make every effort to schedule the qualification process
4 interview outside of their regular working hours. When not possible, employees
5 may be excused during a work shift without a loss in pay. Employees must advise
6 their manager as far in advance as possible for any time off required for an
7 interview. Employees traveling to and from Company interviews will be
8 provided space positive travel.

9 6. A passing score on an interview shall remain on file for three (3) years.

10 G. TCR, PCSC, LPCSR and CSC—Training vacancies will be filled through individual job
11 postings. Each successful bidder will be required to successfully complete all Company
12 required training. All successful bidders shall hold the position on a probationary basis
13 for a period of one hundred eighty (180) calendar days of active service in order to
14 receive adequate instruction and coaching and to demonstrate their ability to perform the
15 required work. Employees who fail to demonstrate sufficient ability during the
16 probationary period will be returned to their previous location and duty assignment.

17 H. Temporary Vacancies

18 1. Temporary full-time vacancies (other than as set forth in Paragraph H.3 below)
19 which the Company decides to fill will be awarded in the following order:

20 a. The senior qualified employee working part-time in the location who
21 possesses full-time recall to the available group and classification;

22 b. The senior part-time employee in the location within the duty assignment
23 where the vacancy exists;

24 c. The senior qualified part-time employee within the group, classification and
25 location, but outside the duty assignment where the vacancy exists;

26 d. The senior qualified part-time Passenger Service employee in the location but
27 outside of the group; and

28 e. Assignment of the junior qualified part-time employee in the group,
29 classification and location.

30 2. Temporary part-time vacancies (other than as set forth in Paragraph H.4 below)
31 which the Company decides to fill will be offered in seniority order to qualified
32 employees who are on furlough and have recall to the group, classification and
33 location in which the temporary vacancy exists and has an in-station bid on file.
34 Failure to accept a temporary vacancy will not constitute a refusal of recall.

35 3. Temporary full-time LPCSR, CSC, PCSC, and elite and escalation desks
36 vacancies which the Company decides to fill will be offered as follows:

37 a. The senior qualified full-time employee within the duty assignment where the
38 vacancy exists;

39 b. The senior qualified full-time employee in the group, classification and
40 location but outside the duty assignment where the vacancy exists;

- 1 c. The senior qualified part-time employee within the duty assignment where the
2 vacancy exists; and
- 3 d. The senior qualified part-time employee in the group, classification and
4 location but outside the duty assignment where the vacancy exists.
- 5 4. Temporary part-time LPCSR, CSC, PCSC, and elite and escalation desks
6 vacancies which the Company decides to fill will be offered as follows:
 - 7 a. The senior qualified part-time employee within the duty assignment where the
8 vacancy exists;
 - 9 b. The senior qualified part-time employee in the group, classification and
10 location but outside the duty assignment where the vacancy exists;
 - 11 c. The senior qualified full-time employee within the duty assignment where the
12 vacancy exists; and
 - 13 d. The senior qualified full-time employee in the group, classification and
14 location but outside the duty assignment where the vacancy exists.
- 15 5. An employee's refusal of an offer of a temporary position pursuant to Paragraph
16 H.1, shall not terminate his recall rights.
- 17 6. Employees filling temporary positions will:
 - 18 a. be paid at the hourly rate corresponding to their pay longevity step;
 - 19 b. be awarded the average overtime equalization of the duty assignment;
 - 20 c. be compensated for vacation and/or sick leave used based on the number of
21 hours scheduled to work;
 - 22 d. have no change to pre-existing health and insurance benefits; and
 - 23 e. assume the open schedule line of work. Should a schedule rebid occur, the
24 employee filling the temporary vacancy will bid after all permanent
25 employees in the duty assignment. If there are two (2) or more employees
26 working temporary positions, they will bid in seniority order after all
27 permanent employees in the duty assignment.
- 28 7. In the event it is necessary to eliminate a temporary position, the junior employee
29 within the duty assignment occupying a temporary position will be returned to his
30 former status.
- 31 8. Temporary full-time positions may be covered with temporary upgrades for a
32 duration not to exceed one hundred eighty (180) continuous days. By agreement
33 of the Company and the Union, temporary full-time positions covered with
34 temporary upgrades may be extended for a period not to exceed an additional one
35 hundred eighty (180) days.
- 36 9. An individual employee may occupy a temporary position for a period not to
37 exceed one hundred eighty (180) continuous days or a total of one hundred eighty
38 (180) days in a calendar year.

1 I. Temporary Deployments

- 2 1. Temporary deployments for which the Company determines specialized skills are
3 required and which are expected to be thirty (30) or more consecutive days in
4 duration will be filled through a local job posting. Where applicants are equally
5 qualified, seniority will be the determining factor. These positions will be filled
6 for a duration not to exceed twelve (12) consecutive months, but may be extended
7 for a period not to exceed an additional six (6) months with mutual agreement of
8 the Company and the Union. Employees not covered by the 2005 Collective
9 Bargaining Agreement between the Company and Union who are temporarily
10 deployed as of the effective date of this Agreement will begin the twelve (12)
11 consecutive month deployment period starting on the effective date of this
12 Agreement.
- 13 2. For deployments less than thirty (30) consecutive days, where no special skills are
14 required, the Company will offer temporary deployments on an equalized basis to
15 qualified employees at that location who sign up on an availability list.
- 16 3. An employee temporarily deployed for thirty (30) or more days, but less than
17 ninety (90) days will not be considered for another temporary deployment until
18 he/she has completed thirty (30) days in their work location. Should the
19 Company issue a local job posting for temporary deployment (to the same or
20 different position) during the thirty (30) day period that the employee is not
21 eligible and there are insufficient bids for the job posting, the Company may
22 award the employee the temporary deployment.
- 23 4. An employee temporarily deployed for ninety (90) or more days may be deployed
24 for up to twelve (12) months maximum duration (or eighteen (18) months with
25 mutual agreement between the Company and the Union), and will not be
26 considered for another temporary deployment until they have completed ninety
27 (90) days in their work location. Should the Company issue a local job posting
28 for temporary deployment (to the same or different position) during the ninety
29 (90) day period that the employee is not eligible and there are insufficient bids for
30 the job posting, the Company may award the employee the temporary
31 deployment.
- 32 5. At least one (1) day prior to posting a local job posting for temporary deployment,
33 the Company will provide a copy of the job posting to, as applicable, the CWA
34 Local President or IBT Business Representative (via facsimile, email or in
35 person). A job posting shall be posted for at least fourteen (14) days prior to its
36 close.
- 37 6. For each station from which an employee is on a temporary deployment that is
38 expected to exceed thirty (30) days in duration, the Company shall provide to, as
39 applicable, the CWA Local President or IBT Business Representative (via
40 facsimile, email or in person) a monthly report containing the name of
41 employee(s) on deployment, the title of deployment position, the location of
42 deployment and the date each deployment began and is expected to end.

1 7. Employees on temporary deployments in management positions will not have
2 authority to administer discipline.

3 J. In-Station Transfer Bid File

4 1. Each covered location shall maintain a file for in-station transfer requests.
5 Employees within the group, classification and location desiring transfer to a
6 different duty assignment are required to submit transfer requests on the
7 appropriate Company form. In-station transfer requests will remain valid through
8 December 31st of the year in which they are submitted. Transfer requests will be
9 accepted on or after December 20th to be valid the next calendar year.

10 2. Employees may submit as many in-station bids as they wish unless otherwise
11 limited in this Agreement. Employees may also withdraw in-station transfer bids
12 by written request to the appropriate Company official anytime prior to being
13 awarded a transfer.

14 3. An employee with a bid on file will be awarded and required to accept the
15 position.

16 4. Employees awarded an in-station transfer must successfully complete all required
17 formal training. Employees who fail to meet the minimum requirements of the
18 training program or decide to withdraw during the training period will be assigned
19 a position within their group, classification and location.

20 5. An employee awarded an in-station transfer is required to remain in the new
21 position and/or duty assignment for a period of six (6) months, but is eligible for
22 system transfers. All other in-station transfer requests will be discarded.

23 K. System Transfer Bid File

24 1. The appropriate Company department shall maintain a file for system transfer
25 requests. Employees desiring transfer to Passenger Service positions in different
26 locations are required to submit transfer requests on the appropriate Company
27 form. System transfer requests will remain valid for a period of one (1) year from
28 the date the request is received. By the fifteenth (15th) day of each month, the
29 Company will email a list of all system transfers awarded in the prior month to
30 the Director and Vice Director of the Association, or their respective designees.

31 2. Employees may submit as many system transfer bids as they wish unless
32 otherwise limited in this Agreement. Employees may also withdraw system
33 transfer bids by written request to the appropriate Company official anytime prior
34 to being offered a transfer.

35 3. System transfer offers to other locations shall be communicated to the employee's
36 manager (or designee). Employees will have until 5:00 p.m. Central Time on the
37 second (2nd) business day following the system transfer offer to respond. Em-
38 ployees may file a proxy on the designated Company form with their manager (or
39 designee). The proxy will give the manager (or designee) the authority to accept
40 or refuse the transfer offer on the employee's behalf in the event the transfer offer
41 is made and the employee cannot be contacted within the time frame described
42 above. In the event the employee cannot be contacted and does not have a proxy

1 on file, the employee will be bypassed and will be considered to have refused the
2 transfer offer.

3 4. Employees refusing a system transfer offer will have all other transfer requests on
4 file discarded and will not be considered for any system transfer request for a
5 period of six (6) months. The six (6) month restriction will be lifted prior to
6 considering applicants from outside Passenger Service.

7 5. Employees awarded system transfers to other locations will be scheduled to report
8 for work at the new location immediately, but no later than fourteen (14) calendar
9 days after notification of the award as determined by the Company. The
10 Company, at its discretion, may extend the time to report. Reasonable unpaid
11 time off up to three (3) days for relocation purposes may be requested by the
12 employee and will be granted where appropriate. Such employees will pay all
13 moving and settlement expenses.

14 6. Employees awarded system transfers are required to remain in the new
15 classification and location for a period of one (1) year. All other transfer requests
16 on file will be discarded. The Company will approve transfer requests on a case-
17 by-case basis from employees who have not completed the minimum stay of one
18 (1) year, who meet the following criteria:

- 19 a. Completion of at least six (6) months in the new position; and
- 20 b. The hiring location is recruiting/hiring outside Passenger Service.

21 7. System transfers will be awarded as follows:

- 22 a. The senior part-time or full-time employee in the group, classification and
23 location where the vacancy exists who has a system transfer bid on file to the
24 available position;
- 25 b. The senior qualified full-time or part-time employee within the group who has
26 a transfer request on file to the position/location;

27 The term “within the group” refers to employees who are actively working in the
28 respective group (Customer Service, Customer Assistance, Premium Customer
29 Services, or Reservations) or those employees who are on furlough from the
30 group from which they were most recently employed and have not accepted a
31 transfer to a different group. If a furloughed or displaced employee accepts a
32 transfer award to a different group in Passenger Service or accepts a position
33 outside Passenger Service, he will no longer be considered as being “within the
34 group” from which he was furloughed/displaced, and will only be considered for
35 a system vacancy according to Paragraphs K.7.c and K.7.d below.

36 c. The senior qualified full-time or part-time employee outside of the group but
37 within Passenger Service with a transfer request on file to the
38 position/location; and

39 d. Applicants from outside Passenger Service.

40 8. Employees awarded a system transfer must successfully complete all required
41 training.

- 1 a. Employees awarded a transfer within the same group who fail to meet the
2 minimum requirements of the training program or decide to withdraw during
3 the training period, will be returned to their former group, classification and
4 location.
- 5 b. Employees awarded a transfer between groups but within Passenger Service
6 who fail to meet the minimum requirements of the training program or decide
7 to withdraw during the training period will be permitted to return to their
8 former group, classification and location provided a vacancy exists. When no
9 vacancy exists in their former location, such employees will be permitted to
10 submit system transfers for any position for which they are qualified. In the
11 event the employee is unable to successfully transfer under these provisions,
12 he will be placed on furlough status from his former position and will not be
13 entitled to furlough allowance.
- 14 L. Employees who are on the final level of the attendance control or progressive discipline
15 programs will be ineligible for system transfers.
- 16 M. Employees transferring through the in-station or system transfer bid procedures will
17 assume the available shifts/days off in the new location, position and/or duty assignment
18 until the next schedule bid, and will be required to rebid awarded vacation.
- 19 N. Employees on a leave of absence will be offered a transfer if they are able to return to
20 work within fourteen (14) calendar days of the transfer offer. The Company, at its
21 discretion, may extend the time to report.
- 22 O. Probationary employees are ineligible for in-station or system transfer, except that a
23 probationary employee will receive consideration before a new hire employee.
- 24 P. Employees who do not successfully complete training will be prohibited from
25 transferring to any vacancy requiring the same training curriculum for a period of one (1)
26 year following the employee's return date.
- 27 Q. New hire employees who are hired to fill a position that requires a language skill and
28 qualify for a language premium, or who transfer into such a position, must remain in the
29 position for a period of twenty-four (24) months.

1 **Article 10 – Temporary Employees**

2 A. In order to meet operational requirements, the Company may periodically hire temporary
3 employees to perform a single task or meet a seasonal/peak requirement. The
4 employment of a temporary employee shall not, except by mutual agreement of the
5 Company and the Union, exceed one hundred eighty (180) days at one continuous time,
6 or a total of one hundred eighty (180) days in a calendar year. Temporary employees
7 who complete one hundred eighty (180) consecutive days must have a separation of at
8 least thirty (30) days before they can fill another temporary position. In the event
9 temporary employment exceeds one hundred eighty (180) days, it does not constitute an
10 offer of regular full-time employment.

11 B. Temporary employees are:

- 12 1. paid the beginning hourly/salary rate for the position which they were hired to fill
13 unless the Company determines a higher hourly/salary rate is appropriate;
14 provided, however, that such hourly/salary rate shall not be greater than that of
15 any other employee in the same classification currently employed at that location;
- 16 2. entitled to overtime after all voluntary overtime has been exhausted by employees
17 on the seniority roster at the location;
- 18 3. not entitled to any seniority accrual; and
- 19 4. not entitled to benefits unless the Company determines benefits are required to be
20 provided to comply with applicable law.

1 **Article 11 – Seasonal Employee Transfer**

2 A. Seasonal employees may be utilized in locations where there are seasonal adjustments to
3 the flight schedule or seasonal increases in passenger loads which require additional
4 personnel for a predetermined period of time. The availability of seasonal transfers does
5 not preclude the hiring of temporary employees to fill short term personnel needs.
6 Seasonal transfers will be awarded for a minimum of ninety (90) days and a maximum of
7 one hundred eighty (180) days.

8 B. Vacancies available for seasonal transfers will be posted through the Company’s
9 employee website. Seasonal transfer requests will be accepted only after a seasonal
10 vacancy has been posted and transfer requests will be valid for the specific posting only.
11 Employees must meet the minimum requirements listed in the posting in order to be
12 considered for a transfer.

13 C. Seasonal transfers from active employees will be considered only if the employee’s
14 current location can operate without the covered employee based on needs of service as
15 determined by the Company.

16 D. Full-time Seasonal Vacancies

17 Full-time seasonal vacancies will be offered in seniority order as follows:

- 18 1. Employees with full-time recall to the location and classification where the
19 seasonal vacancy exists.
- 20 2. Qualified active or furloughed full-time employees within the classification.
- 21 3. Qualified active or furloughed part-time employees within the classification.

22 E. Part-time Seasonal Vacancies

23 Part-time seasonal vacancies will be offered in seniority order as follows:

- 24 1. Employees with part-time recall to the location and classification where the
25 seasonal vacancy exists.
- 26 2. Qualified active or furloughed full-time and part-time employees within the
27 classification.

28 F. Seasonal Transfer Awards

29 Employees awarded a seasonal position:

- 30 1. Must report to the seasonal location within two (2) weeks of notification.
- 31 2. Will be responsible to pay for any relocation and/or lodging expenses resulting
32 from the transfer. Employees will be granted three (3) days of leave for time
33 needed for travel and other arrangements necessary for relocation to the seasonal
34 location and three (3) days of leave for return from the seasonal location at the
35 conclusion of the seasonal assignment. Such leave will be granted as voluntary
36 time off (unpaid) or vacation. Employees shall be granted positive space for
37 travel to the seasonal location and to return at the conclusion of the seasonal
38 assignment.

- 1 3. Will maintain current benefits regardless of the seasonal position accepted.
2 Should the vacancy be filled by a furloughed employee they shall be eligible for
3 benefits applicable to the seasonal vacancy accepted.
- 4 4. Will bid work schedules at the seasonal location after all permanent employees in
5 the duty assignment have bid their schedules.
- 6 5. Must remain in the seasonal position for the duration of the seasonal requirement,
7 unless they are awarded a permanent transfer and their new location cannot
8 operate without covering their shift with overtime.
- 9 6. Must return to the previous location/position or status at the expiration of the
10 seasonal assignment. Employees transferring from furlough will be returned to
11 furlough status, unless otherwise recalled, and any unused severance and benefits
12 remaining from their original furlough will resume. Employees transferring from
13 furlough will accrue seniority for all purposes while on seasonal assignment and
14 recall rights will be extended for the period of time spent on seasonal assignment
15 based upon the original date of furlough.
- 16 7. Must bid vacation at the permanent location (however, if practical, employees
17 may be granted vacation at the seasonal location).
- 18 8. Do not receive priority for a permanent position at the seasonal location.
- 19 G. "Qualified" as used in this Article shall mean an employee who is trained and possesses
20 current knowledge that enables the employee to perform all job functions of a duty
21 assignment.

1 **Article 12 – Reductions in Force**

2 A. Reductions in force will be based on Passenger Service Seniority within the affected
3 employees’ group. Notice of staffing reductions will be given to the Association and to
4 affected employees at least thirty (30) calendar days prior to the effective date or ten (10)
5 days pay to affected employees in lieu thereof. However, such notice requirements may
6 be waived as a result of a circumstance over which the Company does not have control.
7 The term “circumstance over which the Company does not have control” includes,
8 without limitation: an act of terrorism; a natural disaster; a national emergency; an act of
9 God; war emergency; reduction in flying operations because of suppliers being unable to
10 provide sufficient critical materials for the Company’s operations; revocation of the
11 Company’s operating certificate; a grounding of Company aircraft; labor dispute; or any
12 strike or picketing.

13 At the time the Company provides displacement packets to affected employees, the
14 Company will provide to the Association Director and the Association Vice-Director, or
15 their designees, a copy of a displacement packet for each affected group. The
16 displacement packet will include, but not be limited to, a listing of all available vacancies
17 systemwide, which shall include probationary positions in effect at the time of
18 displacement and positions offered to prospective employees.

19 B. System Displacements:

- 20 1. As part of the system displacement process resulting from a reduction in force, the
21 Company will offer voluntary furlough requests as provided for in Article 13 of
22 this Agreement.
- 23 2. Full-time employees: Displaced full-time employees who have completed their
24 probationary periods will:
- 25 a. be permitted to bid, in seniority order, available full-time or part-time
26 vacancies within the group provided they are qualified for such vacancy at the
27 time of the announced reduction, including vacancies that would be made
28 available by employees who are awarded voluntary furlough, and including
29 positions held by employees who have not completed their probationary
30 periods or positions offered to prospective employees; or
 - 31 b. if there are insufficient full-time vacancies within their group, be permitted, to
32 displace, in seniority order, the most junior full-time employees in their group
33 in the system provided they are qualified for such position at the time of the
34 announced reduction; or
 - 35 c. be permitted to bid, in seniority order, available part-time vacancies within
36 their group at their location provided they are qualified for such position at the
37 time of the announced reduction; or

- d. if there are insufficient part-time vacancies within their group at their location, be permitted to displace the most junior part-time employee within their group at their location provided they have more seniority than the part-time employee and are qualified for such position at the time of the announced reduction; or
- e. accept furlough.

Example: Due to a BDL local reduction, a full-time CSA is displaced. The CSA lists on his “Displacement Bid Form”, in priority order, those locations to which he is willing to displace: (1) MCO, (2) TPA, (3) CLT, (4) BDL part-time, and (5) PHL. If MCO, TPA, and CLT are not available as full-time at the time his displacement notice is processed (due to the junior employee in the system not being in those locations), then the CSA would be awarded BDL part-time, provided he possessed sufficient seniority. Finally, if the CSA did not have sufficient seniority to hold a part-time position in BDL, he would be awarded PHL full-time (if that were where the junior employee in the system at the time of his displacement existed) or be awarded furlough, if PHL was not available.

- 3. Part-time employees: Displaced part-time employees who have completed their probationary periods will:
 - a. be permitted to bid, in seniority order, for available part-time vacancies in their group for which they are qualified at the time of the announced reduction, including required part-time vacancies that would be made available by employees who are awarded voluntary furlough, and including positions held by part-time employees who have not completed their probationary periods or positions offered to prospective employees; or
 - b. if there are insufficient part-time vacancies within their group, be permitted, to displace, in seniority order, the most junior part-time employees in their group in the system provided they are qualified for such position at the time of the announced reduction; or
 - c. accept furlough.
- 4. Furloughed and displaced employees are immediately eligible to submit bids for any system or in-station vacancy except that:
 - a. displaced employees who are awarded positions at other locations and who refuse the award will be placed on furlough and will not be eligible for furlough allowance. Such employees will not be offered a system transfer request to any location for a period of one (1) year from the date of furlough. (The Company will lift this one (1) year restriction when filling a vacancy when there are no other Passenger Service bids on file for that location);
 - b. furloughed employees will be prohibited from submitting system transfers for a period of six (6) months from the effective date of their furlough to any location where available vacancies were offered, but where the employee failed to bid during the displacement process. These employees are eligible to submit bids for system transfers for all other locations; and

1 c. affected employees who have been on an unpaid leave status for more than
2 one (1) year at the time of the displacement will remain on their leave status
3 and will not participate in the system displacement. If these employees do not
4 have sufficient seniority to hold their previous position when they are able to
5 return to work, they will then be afforded the system displacement options
6 outlined in this Article.

7 5. Employees may list a displacement bid for any location where there are
8 employees in their group.

9 6. In the event that a system displacement results in a CSC, LPCSR or PCSC
10 vacancy or results in a vacancy that requires special skills (e.g., foreign language
11 qualification), the vacancy will: first be offered in seniority order to employees in
12 the location, group, and status who are qualified for such position at the time of
13 the announced reduction; and if no qualified employee accepts the position, the
14 displacement of the senior-most affected CSC, LPCSR or PCSC or other special
15 skills employee will be rescinded.

16 C. Location Workforce Realignment:

17 After the system displacement process described above in Paragraph B, if a reduction in
18 force results in a need for a realignment of the existing work force between duty assignments,
19 the following will apply:

- 20 1. the Company will process in-station transfer requests on file for identified
21 vacancies;
- 22 2. where there are insufficient in-station transfer requests on file, the Company will
23 solicit volunteers from the affected duty assignment for five (5) days; if there are
24 more volunteers for transfer than identified vacancies after the conclusion of the
25 five (5) day solicitation period, transfers shall be granted in seniority order; and
- 26 3. where there are insufficient volunteers, affected employees will be permitted to
27 bid, in seniority order, for available duty assignments within their location and
28 status.
- 29 4. Employees will only be eligible for transfer to positions in the same status and
30 classification.

31 D. Reference to “probationary period” in this Article shall be probation as defined in Article
32 22 of this Agreement.

33 E. Full-time employees affected by a reduction in force who displace to a full-time position
34 in a different geographic location will be provided a paid move in accordance with the
35 guidelines attached to this Article. Employees affected by a reduction in force who
36 displace to a part-time position in a different geographic location will not receive any
37 relocation benefits except for one (1) one way positive space pass for travel by the
38 employee, and if any, the employee’s spouse, domestic partner and dependent children, to
39 the new location to be used within sixty (60) days of their report date.

1 F. For the purposes of this Article, an employee shall be deemed “qualified” for a position
2 when, in addition to any other qualifications required by this Agreement, he has, prior to
3 the notice of a reduction in force, achieved a passing score in any interview provided for
4 in this Agreement.

5

1 **Relocation Guidelines**

2 A. American offers relocation assistance to non-management employees who relocate as a
3 result of a **reduction-in-force (RIF)**.

4 B. In general, this includes:

- 5 1) one (1) move per family, using the Company’s authorized van line;
- 6 2) shipment of household goods;
- 7 3) paid storage at the employee’s new location for up to sixty (60) days;
- 8 4) insurance on shipped goods; and
- 9 5) packing, loading, delivery, and unloading.

10 C. It is important to note:

- 11 1) all relocations must meet the IRS “fifty (50) mile” distance requirement (the
12 distance from an employee’s old work location to the employee’s new work
13 location must be at least fifty (50) miles greater than the distance from the
14 employee’s old residence to the employee’s old work location).
- 15 2) the Company provides relocation assistance only for moves from an employee’s
16 current work location. (If an employee or his family elects to live elsewhere, the
17 employee’s moving expenses will not be reimbursed.)
- 18 3) all moves must be completed and expenses submitted for reimbursement within
19 one (1) year.
- 20 4) relocation is a qualified Life Event. Employees have the opportunity to change
21 their benefit options and update their dependents. Refer to the my.aa.com for
22 details.

23 D. Employees must complete the **relocation worksheet** with their personal information and
24 return it to the address indicated. A detailed relocation “move letter” outlining all of the
25 reimbursable expenses will be forwarded to the employee’s manager. The Company will
26 also notify the Company authorized van line, which will contact the employee directly to
27 arrange for surveying the employee’s possessions and scheduling their move.

28 E. Relocation Eligibility

29 In addition to the basic **relocation** provisions, employees accepting a **non-management**
30 position as a result of a **reduction-in-force (RIF)** will receive the additional relocation
31 assistance described below.

32 F. House Hunting Expenses

33 Employees may be reimbursed for up to three hundred dollars (\$300) in house hunting
34 expenses they incur prior to the effective date stated in their move letter and up to
35 fourteen (14) days after the effective date. An employee must submit itemized receipts
36 for reimbursement. Prior to his effective date, an employee will be covered for hotel
37 expenses, meals, and rental car expenses (or mileage reimbursement, if the employee
38 uses his own car). After an employee’s effective date, he will be reimbursed for rental
39 car expenses or mileage (for his own car).

1 G. Miscellaneous Move Allowance

2 Employees will receive a six hundred dollar (\$600) miscellaneous move allowance,
3 intended to help cover all incidental expenses not specifically covered by the herein
4 guidelines. These additional expenses may include house hunting expenses that exceed
5 the authorized amount above, temporary housing, rental cars while the employee's car is
6 being shipped, utility connection fees, etc.

7 H. Home Sale Expenses

8 Homeowners will be reimbursed up to six hundred dollars (\$600) for closing costs of
9 selling their primary home.

10 I. Shipping Cars

11 1) If an employee has used the Company authorized van line to ship his household
12 and personal goods and the distance to his new location is greater than three
13 hundred fifty (350) miles, the employee may either ship one (1) car and drive the
14 second one if he has two (2) cars, or drive both cars. All shipping arrangements
15 must be made by the Company authorized relocation company.

16 2) En route mileage is reimbursable at \$.245 per mile for automobile(s) driven on a
17 direct route to an employee's new work location. Specific dates of travel and
18 fuel receipts must be submitted to the Company to validate miles driven.

19 J. Self-Moves

20 1) If an employee elects to move his belongings himself, rather than using the
21 Company authorized van line, the Company will reimburse all reasonable
22 expenses for relocating household and personal goods, up to fifty percent (50%)
23 of the Company authorized van line's estimated cost.

24 2) These expenses may include:

25 a. truck or trailer rental (along with fuel, mileage charges, drop-off charges);

26 b. packing materials;

27 c. storage;

28 d. towing or shipping of automobiles;

29 e. insurance;

30 f. appliance servicing; and

31 g. hired labor.

32 K. If an employee has any questions, he may contact the Company Relocation Coordinator.

33 L. Travel for Relocation

34 An employee, and if any, spouse or domestic partner and dependent children may use a
35 reasonable number of trips at the employee's business classification for travel related to
36 their relocation:

- 1 1) two (2) round trips for househunting;
- 2 2) one (1) round trip to make arrangements for shipping household goods;
- 3 3) one (1) round trip to close on the sale of the employee's home; and
- 4 4) one (1) one-way trip to report to the employee's new location.

5 An employee must repay all applicable service charges if he exceeds the number of
6 business passes allowed. If an employee elects to commute or his family plans on joining
7 him at a later date, all travel to and from the employee's former location must be made
8 using personal pass travel. Service charges will not be reimbursed under such
9 circumstances.

1 **Article 13 – Voluntary Furlough**

2 Employees awarded voluntary furloughs will be subject to the provisions of Articles 8, 12
3 and 14 of this Agreement, except where otherwise provided for in this Article.

4 A. Eligibility

- 5 1. Full-time and part-time employees are eligible to apply for voluntary furloughs
6 when there are employees currently possessing recall rights to the group and
7 location. Additionally, prior to a system displacement, the Company will solicit
8 voluntary furlough requests from employees in affected groups at:
- 9 a. affected locations; and
 - 10 b. all reservations centers and home based work areas if the system displacement
11 affects the Reservations Group; or
 - 12 c. those stations that have two hundred (200) or more mainline weekly
13 scheduled jet departures on the effective date of the displacements if the
14 system displacement affects airport groups.
- 15 2. Employees on leaves of absence due to injury or illness (on or off the job) must
16 provide documentation from a physician that they are physically able to return to
17 active duty prior to requesting a voluntary furlough. Employees on other leaves
18 of absence may not request voluntary furlough until they have provided a return
19 to work date.
- 20 3. CSCs, PCSCs and LPCSRs requesting voluntary furloughs will be furloughed as
21 full-time or part-time CSCs, PCSCs, and LPCSRs, as applicable. Such employees
22 will have recall to their former location and group.

23 B. Requests

24 Written requests for voluntary furloughs must be submitted to the employee's manager on
25 the appropriate Company form within established Company time frames. Voluntary
26 furloughs awarded by the Company will be awarded in seniority order within the location.
27 An employee requesting voluntary furlough will be advised by the Company that the
28 possibility of recall to their position depends on the availability of an open position, their
29 relative seniority and the duration of their recall rights.

30 C. Conditions

31 Employees awarded a voluntary furlough will:

- 32 1. be placed on furlough and will retain recall rights for a period of five (5) years to
33 the specific group and location from which they were furloughed;
- 34 2. accrue Date of Hire and Passenger Service Seniority for a period of five (5) years
35 from the effective date of furlough;
- 36 3. accrue Pay Date Seniority for a period of ninety (90) days from the effective date
37 of furlough;
- 38 4. be advised by the Company that the employee may be eligible for unemployment
39 benefits while on voluntary furlough, as determined by the employee's local
40 unemployment agency;

- 1 5. be eligible for system transfers. Employees who are awarded system transfers to
2 other locations will relinquish recall to the former group and location from which
3 they took voluntary furlough;
- 4 6. be eligible to bid on other Company positions. Employees on a voluntary
5 furlough who are awarded another Company position will relinquish recall rights
6 to their former group and location;
- 7 7. not be entitled to any furlough allowance;
- 8 8. not be eligible to submit a request for a voluntary furlough for a period of twelve
9 (12) months from the effective date of return to work from a previous voluntary
10 furlough status;
- 11 9. receive payment for or have applicable deduction for vacation;
- 12 10. continue to be responsible for the employee's portion of applicable medical/dental
13 and life insurance premiums for a period of ninety (90) days. The Company will
14 continue to pay the Company's portion of the cost of the applicable
15 medical/dental and life insurance for a period of ninety (90) days; and
- 16 11. receive on-line travel benefits for a period of twenty-four (24) months following
17 the effective date of furlough in accordance with Company policy.

18 D. Recall

- 19 1. Employees on voluntary furloughs will be placed at the bottom of the appropriate
20 recall list for the location. Employees may have their rightful position on the
21 recall list reinstated (on the basis of applicable seniority) upon written notification
22 to the Company on the appropriate Company form at least one (1) month prior to
23 the requested effective date of reinstatement. When their rightful position on the
24 recall list is reinstated, employees will be eligible for recall in the same manner as
25 other employees displaced from the group and location.
- 26 2. Employees may be recalled from a voluntary furlough, if the needs of the
27 Company dictate, in inverse order of seniority. Employees who refuse recall from
28 voluntary furlough will be deemed to have resigned from the Company and have
29 their name removed from the seniority roster.
- 30 3. Employees accepting recall to another location will relinquish recall rights to the
31 location from which they took voluntary furlough.

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

1 **Article 14 – Recall**

2 A. Recall rights to a specific location and group are extended to qualified employees
3 furloughed or displaced from the location. Recall of furloughed and displaced employees
4 shall be in seniority order.

5 B. Employees furloughed/displaced from a location that is closing will be given the option
6 of selecting a new location for recall within the same group. The new location is chosen
7 at the time the location closes. The chosen location may only be changed in the event of
8 its closure. These employees shall also maintain recall to their original closed location
9 and group. An employee offered recall to an original, closed location which reopens, will
10 have the option of accepting that recall offer or forfeiting recall to that location and
11 maintaining recall to the previously selected recall location.

12 C. Furloughed and displaced employees offered recall will have until 5:00 PM local time at
13 their recall location the third calendar day following the receipt of the offer in which to
14 accept recall. Recall offers will be made in the following manner and order: (1) by
15 personal telephonic conversation; or (2) if an attempt to make telephonic contact is not
16 successful, by certified U.S. Mail or express delivery service. Employees who accept
17 recall shall be required to report for duty within fifteen (15) days following receipt of the
18 offer of recall, unless mutually agreed to otherwise by the employee and Company.
19 Employees who are recalled from furlough may apply for any leave for which they
20 qualify. For purposes of this paragraph “receipt of the offer” shall mean the earlier of (i)
21 the personal telephonic conversation if the Company reaches the employees by
22 telephone; (ii) the actual receipt of the letter by certified U.S. Mail or express delivery
23 service; or (iii) the first attempt at delivery of the letter by certified U.S. Mail or express
24 delivery service.

25 D. Furloughed employees shall maintain recall to the location from which they were
26 furloughed for a period of five (5) years from the date of their furlough provided they
27 have not refused recall. Furloughed and displaced employees will be responsible for
28 providing and maintaining with the Company their current address, telephone number
29 and e-mail address.

30 E. Displaced employees who maintain active employment within Passenger Service will
31 maintain recall rights indefinitely, providing they have not refused recall. Employees
32 displaced/furloughed after the effective date of this Agreement, who become employed
33 within the Company but outside Passenger Service, and who have not refused a recall
34 offer, will maintain recall rights for a period of up to five (5) years from the date of their
35 original displacement/furlough.

36 Displaced employees who terminate from any position within the Company will forfeit
37 their recall rights and have their names removed from the seniority roster.

38 F. Furloughed and displaced full-time employees shall have recall rights to both full-time
39 and part-time positions in their recall group in the location from which they were
40 displaced.

41 1. Furloughed and displaced full-time employees who refuse part-time recall shall
42 forfeit any further part-time recall, but shall not forfeit full-time recall.

- 1 2. Displaced full-time employees who refuse full-time recall to the location from
2 which they were displaced will forfeit all recall rights to that location.
 - 3 3. Furloughed full-time employees who refuse full-time recall to the location from
4 which they were displaced or whose recall rights have expired shall be deemed to
5 have resigned their positions from the Company and shall have their names
6 removed from the seniority roster.
 - 7 4. Displaced part-time employees who refuse part-time recall to the location from
8 which they were displaced shall forfeit any further recall to that location.
 - 9 5. Furloughed part-time employees who refuse part-time recall to the location from
10 which they were displaced or whose recall rights have expired, shall be deemed to
11 have resigned their positions from the Company and shall have their names
12 removed from the seniority roster.
- 13 Recall periods will be extended when furloughed employees accept temporary or seasonal
14 vacancies under the applicable seasonal or temporary vacancy provisions in Articles 10 and
15 11 of this Agreement. Furlough allowance payments due, if any, will be suspended for the
16 duration of the seasonal or temporary employment and resumed when the employee leaves
17 seasonal or temporary employment and returns to furlough status.

1 **Article 15 – Furlough Benefits**

2 A. Furlough Allowance

- 3 1. Furlough allowance is paid to employees who are furloughed as a result of a
4 reduction in force and for no other reason. The Company shall not be liable for
5 furlough allowance where reductions in force are the result of a circumstance over
6 which the Company does not have control. The term “circumstance over which
7 the Company does not have control” includes, without limitation: an act of God;
8 an act of terrorism; a natural disaster; a national emergency; war emergency;
9 reduction in flying operations because of suppliers being unable to provide
10 sufficient critical materials for the Company’s operations; revocation of the
11 Company’s operating certificate; a grounding of Company aircraft; labor dispute;
12 or any strike or picketing.
- 13 2. Full-time employees who have completed one (1) or more years of service, based
14 on Passenger Service Seniority, on the date furloughed will receive furlough
15 allowance at the rate of one (1) week’s pay for each completed year of service, up
16 to a maximum of fifteen (15) weeks. A week of furlough allowance is computed
17 on the basis of the employee's base straight time hourly rate at the time of
18 furlough, multiplied by forty (40) hours. Full-time employees displaced to part-
19 time who are furloughed within six (6) months of the displacement will be
20 provided severance at a full-time rate.
- 21 3. Part-time employees who have completed one (1) or more years of service, based
22 on Passenger Service Seniority, on the date furloughed will receive furlough
23 allowance at the rate of one (1) week’s pay for each completed year of service, up
24 to a maximum of ten (10) weeks. A week of furlough allowance is computed on
25 the basis of the employee’s straight time hourly rate, multiplied by the average
26 number of regularly scheduled work hours per week in the employee’s current
27 awarded bid, excluding overtime hours, extra hours and shift swap hours on or
28 off.
- 29 4. Furlough allowance is paid in successive pay periods immediately following the
30 effective date of the furlough until the employee has returned to work or the
31 entitlement is exhausted, whichever occurs first.

32 B. Furloughed employees will receive a lump sum payment for accrued, unused vacation
33 and compensatory time. This payment will be made at the later of the employee’s final
34 paycheck or the employee’s final furlough allowance payment. Vacation days taken in
35 advance of accrual will be deducted from the employee's final paycheck. Sick leave bank
36 days are not paid but are retained during furlough.

37 C. Medical/Dental and Life Insurance Benefits

- 38 1. Full-time employees: the Company will continue to pay the Company's portion of
39 the cost of applicable medical/dental and life insurance for a period of time equal
40 to the sum of: (1) duration of the furlough allowance, if any, and (2) ninety (90)
41 days.

- 1 2. Part-time employees: the Company will continue to pay the Company's portion of
2 the cost of applicable medical/dental and life insurance for a period of time equal
3 to the duration of the furlough allowance, if any.
- 4 3. Furloughed employees are responsible to continue payment of the employee's
5 portion of the cost of applicable medical/dental and life insurance during the
6 extension periods as described in Paragraphs C.1 and C.2 above.
- 7 D. Furloughed employees shall receive on-line travel benefits for two (2) years following
8 the effective date of furlough in accordance with Company policy; provided, however,
9 that if the Company asserts that the reduction in force is a result of a circumstance over
10 which the Company does not have control pursuant to Paragraph A.1 above, furloughed
11 employees shall receive on-line travel benefits for five (5) years following the effective
12 date of furlough in accordance with Company policy.
- 13 E. Furloughed employees who have been returned to work and are again furloughed within
14 a one (1) year period will receive any unused furlough and benefits allowance remaining
15 from the previous furlough.
- 16 F. An employee who has returned to the service of the Company and who has completed one
17 (1) year of active service after such return and who is again furloughed, will receive
18 furlough benefits as described in this Article.
- 19 Employees, with five (5) years or more of credited service, who are furloughed and who
20 reach age fifty-five (55), may retire from furlough status, provided recall rights have not
21 expired, and receive retirement benefits (e.g., medical, dental and term pass benefits).

1 **Article 16 – Medical Examinations**

2 A. Employees may be required to submit to a Company paid medical examination at the
3 time of employment and at such time as a Company official determines that an
4 employee's physical or mental condition may impair the performance of his duties or
5 poses a safety hazard to himself, other employees or customers. The Company official
6 will document the observations that lead to the requirement for a medical examination.
7 The employee, upon request, shall be furnished a copy of the Company's medical
8 examiner's report and a copy of the observations that led to the requirement for the
9 medical examination.

10 B. Any information obtained by or as a result of a Company's medical examination and
11 information received by the Company from the employee's medical examiner and/or a
12 neutral medical examiner, shall be strictly confidential between the Company officials
13 directly involved in the case, its insurance carriers, the Company's doctor, and the
14 employee, and shall not be divulged to any other person without the written permission of
15 the employee.

16 C. Any employee who is removed from service as a result of a Company medical
17 examination may appeal his case as follows:

18 1. The employee must, within fourteen (14) days of removal from service, employ a
19 qualified medical examiner, of his own choosing and at his own expense, for the
20 purpose of conducting a physical/mental examination covering the problem(s)
21 and/or condition(s) addressed by the Company's medical examiner.

22 2. A copy of the findings of the medical examiner chosen by the employee shall be
23 furnished to the Company, and in the event that such findings verify the findings
24 of the medical examiner employed by the Company, no further review of the case
25 shall be afforded.

26 3. In the event that the findings of the medical examiner chosen by the employee
27 disagree with the findings of the medical examiner employed by the Company,
28 the Company will, at the written request of the employee, ask that the two (2)
29 medical examiners agree upon and appoint a third qualified and neutral medical
30 examiner, preferably a specialist, for the purpose of making a further medical
31 examination of the employee to determine his fitness for duty.

32 4. The said neutral medical examiner shall then make a further examination of the
33 employee in question, and the case shall be settled on the basis of such findings.
34 Copies of such medical examiner's report shall be furnished to the Company and
35 to the employee.

36 5. The expense of employing a neutral medical examiner shall be borne by the
37 Company.

38 D. If, under the provisions of this Article, an employee's removal from service is ultimately
39 found to be unwarranted, he will be paid retroactively for time lost in the amount that he
40 would have earned in his regularly scheduled work shifts, except to the extent he has
41 unreasonably delayed the medical examination process, and the employee will be
42 reimbursed for the his expense of employing a neutral medical examiner.

- 1 E. The drug/alcohol program and testing shall be in accordance with Company policy. The
- 2 first confirmed positive drug/alcohol test will not automatically result in termination.
- 3 F. Nothing in this Article shall prevent an employee from exercising his rights under the
- 4 grievance procedures of this Agreement.

1 **Article 17 – Leaves of Absence**

2 A. Employees will be eligible for leaves of absences described in this Article. Such leaves
3 will be administered in accordance with Company policy. The terms and conditions of
4 the leave must be described in writing and provided to the employee at the onset of the
5 leave.

6 B. Family Medical Leave: Employees will be eligible for leave from work pursuant to the
7 terms of the Family Medical Leave Act (FMLA) of 1993, as amended. When approved
8 FMLA leave is taken for an employee’s own qualifying serious health condition, the
9 employee must exhaust all sick time, after which the employee may elect either to use
10 any earned vacation time or be placed on unpaid status. When approved FMLA leave is
11 taken for any other reason provided for under FMLA, the employee must exhaust all
12 earned vacation time, but cannot use sick time unless required by state law.

13 C. Medical Leave: An employee unable to work due to personal illness or injury, physical
14 disability or pregnancy may apply for a medical leave of absence, using the Company-
15 specified form. The Company may require such leave to run concurrently with FMLA
16 leave if such leave otherwise qualifies as FMLA leave. Such application must be
17 accompanied by a written verification confirming the employee’s inability to perform his
18 job duties and the length of time the employee will be out of work. Such written
19 verification must be provided by a health care provider qualified to treat the medical
20 condition necessitating the leave.

21 Approved leaves will be for a period of not more than ninety (90) days. Extensions in
22 ninety (90) day increments will be granted when accompanied by the required
23 documentation, including a written verification provided by a health care provider
24 qualified to treat the medical condition necessitating the leave confirming the employee’s
25 continued inability to perform his job duties and the length of additional time the
26 employee will be out of work. Any employee who remains on leave status in excess of
27 five (5) years shall be deemed to have resigned his position and shall be removed from
28 the seniority roster. This, however, shall not be automatic. Instead, the Company, upon
29 request from the employee prior to the expiration of the five (5) year term, shall consider
30 whether an additional period of leave of a specific duration may be reasonable.

31 D. Personal Leave: A request for a personal leave of absence shall be considered on its
32 merits and balanced against the needs of the service. The Company may require such
33 leave to run concurrently with FMLA leave if such leave otherwise qualifies as FMLA
34 leave. Application for such leave will be made on the Company specified form. Such
35 leave of absence, if granted, will be for a period of not more than ninety (90) days.
36 Subject to the same criteria, the employee may be eligible for one (1) ninety (90) day
37 extension.

38 E. Adoption/Maternity/Paternity Leave: Upon request and when accompanied by the
39 required documentation substantiating the need for such leave, an employee will be
40 granted an unpaid adoption/maternity/paternity leave of absence of up to eight (8) weeks,
41 and for any additional period that may be required by local adoption laws. Adoption
42 leave will commence on the date the employee takes custody of the child or the date the
43 child is placed in the employee’s home. Maternity/paternity leave will commence on the
44 day the infant is born.

1 The Company may require adoption/maternity/paternity leave to run concurrently with
2 FMLA leave (if such leave otherwise qualifies as FMLA leave), and/or paid Sick leave
3 and/or unpaid absence. If the employee has exhausted or exhausts FMLA leave and/or
4 Sick leave time prior to or during this eight (8) week period, the Company will grant
5 adoption/maternity/paternity leave of up to, but no more than, eight (8) total weeks from
6 the birth or adoption of the child, unless an additional period is required by local adoption
7 laws.

8 F. Jury Duty: Employees will be granted time away from work for jury duty when such
9 event is documented by submission of a court notice. The employee will receive the
10 difference between his regular pay and the actual payment received for jury duty
11 (excluding expense reimbursement). Employees must provide proof of jury duty service
12 and verification of the amount of payment received to the Company payroll department
13 immediately upon receipt of jury duty payment.

14 Employees assigned to jury duty will not be required to report for work on any day that
15 the jury duty requires more than two (2) hours at the courthouse. While serving on jury
16 duty, should the employee be released within two (2) hours of reporting for such duty, he
17 will be required to report for work to complete the remainder of his shift for the day.

18 Employees will remain on their normal shift and scheduled days off, except when jury
19 duty extends beyond five (5) calendar days. In these instances, scheduled days off will
20 be reassigned to Saturday and Sunday for the duration of the jury duty.

21 G. Military Leave: Employees will be permitted unpaid leave from the Company for military
22 service for a period not to exceed five (5) years unless a longer period is specified under
23 the Uniformed Services Employment and Reemployment Rights Act (USERRA) as
24 amended. Terms and conditions of the leave, and the return to duty, will be those
25 established by applicable law.

26 Employees will receive a maximum of ten (10) paid working days off within a fourteen
27 (14) calendar day period in a calendar year for reservist training that will not count
28 against the employee's vacation. The Company will pay the employee the difference
29 between his regular pay, excluding any shift premium, and the amount received from the
30 military. Employees will be required to provide the Company with a copy of their
31 reserve training orders and will be required to submit to the Company proof of the
32 amount of pay received from the military within seven (7) days after the employee
33 returns. This amount (excluding expenses) will be deducted from the employee's next
34 pay check.

35 H. Bereavement Leave: Employees on active pay status, upon providing proper
36 documentation, shall be allowed three (3) work days off for bereavement with pay for
37 scheduled hours, up to a maximum of eight (8) hours per day, except an employee who
38 has a regularly scheduled ten (10) hour work day shall receive a maximum of ten (10)
39 hours of pay for each day. All other aspects of bereavement leave, including the family
40 members for whom bereavement leave is available, shall be pursuant to Company policy.

41 I. Long Term Union Leave: Employees accepting full-time employment with the Union
42 shall, during such employment, be granted an indefinite unpaid leave of absence by the
43 Company. There shall not be more than twenty-four (24) employees on Long Term

1 Union leave at any one time. Employees granted unpaid leaves under these provisions
2 will:

- 3 1. Continue to accrue Date of Hire, Passenger Service and Pay Date seniority.
- 4 2. Be eligible to continue all employee health and insurance benefits by reimbursing
5 the Company for the Company's costs and administrative fees for those benefits.
6 Such employees will not accrue vacation, sick leave or holiday vacation, but will
7 have such leave balances frozen as of the first day of Long Term Union leave.
- 8 3. Be awarded a position in their previous location within the group and
9 classification upon return from Long Term Union leave.
- 10 4. Employees on such leave shall receive on-line non-revenue travel benefits and
11 interline travel benefits consistent with other airline (OA) travel policies for
12 personal use only.

13 J. Short Term Union Leave (thirty (30) days or less): Unpaid leaves for short durations are
14 subject to Company approval and will be granted based on the needs of the service.
15 Requests for Short Term Union leave by the Union, must be submitted in writing to the
16 Director of Labor Relations, or his designee a minimum of seven (7) days prior to the
17 effective leave date and must include the absence dates and the reason for the leave. If
18 any employee must use a swap to attend a Union event or meeting, the swap will not
19 count towards the quarterly allotment in Article 5, Paragraph P.11 of this Agreement,
20 provided written notice is submitted to local management on the day the shift trade is
21 submitted for approval. For purposes of qualifying hours in order to be eligible for
22 FMLA leave and vacation, sick leave and holiday vacation accruals, Short Term Union
23 leave shall count as hours worked based upon normal scheduled hours replaced by the
24 leave.

25 K. An employee on any leave of absence who engages in other employment (other than that
26 described in Paragraphs G, I and J of this Article) and/or uses the time of a leave for
27 purposes other than that for which it was granted without specific written consent from
28 the Company or does not provide management with current information as to their status
29 upon request or does not return upon completion of the approved leave, will be deemed to
30 have resigned and his name will be stricken from the seniority roster.

1 **Article 18 – Sick Leave**

- 2 A. To be eligible for sick leave accrual for the month, an employee must be on active pay
3 status for the majority of days in the calendar month. This Article does not apply to
4 employees on furlough.
- 5 B. Full-time employees shall accrue eight (8) hours of sick leave per calendar month up to a
6 maximum of ninety-six (96) hours per calendar year, to be used in accordance with
7 Paragraph E below.
- 8 C. Part-time employees shall accrue five (5) hours of sick leave per calendar month equal to
9 a maximum of sixty (60) hours per calendar year, to be used in accordance with
10 Paragraph E below.
- 11 D. Employees may accrue a maximum of one thousand four hundred (1400) hours in their
12 sick leave banks.
- 13 E. Accrued sick leave is used to compensate employees for absences due to personal illness
14 or injury (on or off the job). Sick leave for all employees shall be paid and deducted in
15 one (1) minute increments.
- 16 1. All sick hours used will be paid at one hundred percent (100%) and decremented
17 at a one hundred percent (100%) rate.
- 18 2. Employees are required to exhaust all accrued sick leave prior to being placed on
19 unpaid medical leave, including approved FMLA leave for an employee’s own
20 qualifying serious health condition. Employees must use accrued sick leave to
21 supplement On-The-Job-Injury (OJI) medical leave, including FMLA leave for
22 OJI.
- 23 a. any uncompensated waiting period, employees will be paid at one hundred
24 percent (100%) of the employee’s scheduled hours provided there are
25 sufficient hours in the employee’s sick leave bank.
- 26 b. During any compensated period, employees will be paid a percentage rate of
27 the employee’s scheduled hours that, along with any benefits (e.g., workers’
28 compensation) being received by the employee, will equal the employee’s net
29 pay had the employee worked his scheduled hours provided there are
30 sufficient hours in the employee’s sick leave bank.
- 31 c. Once an employee’s sick leave bank is exhausted, the employee will have the
32 option to use any earned vacation time.
- 33 F. An employee reporting off work sick is required to notify his supervisor (or designee) as
34 far in advance as possible, but no later than one (1) hour prior to their shift start time
35 unless there are extenuating circumstances as determined by the Company. Local policy
36 may be less restrictive as determined by the Company.
- 37 G. An employee who leaves work sick will be compensated in accordance with Paragraph E
38 above for the remaining, but unworked, portion of their shift, with the exception of
39 overtime.

1 H. Employees may be required to present confirmation of illness and the Company reserves
2 the right to require, when in doubt of bona fide claim, a physician’s certificate to confirm
3 such sick claim.

4 I. To the fullest extent permitted by law, this Agreement shall operate to waive the
5 provisions of any sick leave laws that are inconsistent with the terms of this Agreement,
6 and shall supersede and be considered to have fulfilled all requirements of such laws,
7 including but not limited to the following: Bloomfield, New Jersey, Ordinance 2015-10
8 (Mar. 2, 2015); California Healthy Workplaces, Healthy Families Act of 2014, Cal. Lab.
9 Code §§ 245-49; District of Columbia Accrued Sick and Safe Leave Act, 32-131 D.C.
10 Cod Mun. Regs. §§ 32-131.01 to 32-131.17; East Orange, New Jersey, Paid Sick Leave
11 Ordinance, East Orange Mun. Code Chapter 140; Irvington, New Jersey, Ordinance MC-
12 3513 (Sept. 10, 2014); Los Angeles, California, Living Wage Ordinance, L.A. Admin.
13 Code Section 10.37.2(b); Montclair, New Jersey, Paid Sick Leave Ordinance (adopted by
14 voter referendum Nov. 4, 2014); Newark, New Jersey Sick Leave for Private Employees
15 Ordinance, Newark Mun. Code Title 16, Chapter 18; N.Y.C. Earned Sick Time Act,
16 N.Y.C. Admin. Code Title 20, Chapter 8; Oakland, California, Oakland Living Wage
17 Ordinance, Oakland Mun. Code Section 2.28.030(B); Oakland Paid Sick Leave
18 Ordinance, Oakland Mun. Code Section 5.92.030; Passaic, New Jersey, Sick Leave for
19 Private Employees Ordinance, Passaic Mun. Code Chapter 128, Article I; Paterson, New
20 Jersey, Sick Leave for Private Employees Ordinance, Paterson Mun. Code Chapter 412;
21 Petaluma, California, City of Petaluma Living Wage Ordinance, Petaluma Mun. Code
22 Section 8.36.060(B); Philadelphia, Pennsylvania, Philadelphia 21st Century Minimum
23 Wage and Benefits Standard 107, Phila. Code Section 17-1305(2); Philadelphia
24 Promoting Healthy Families and Workplaces Ordinance, Philadelphia Admin. Code
25 Chapter 9-4100; San Francisco Sick Leave Ordinance, San Francisco Admin. Code
26 Section 12W; San Francisco, California, Minimum Compensation Ordinance, S.F.
27 Admin. Code Chapter 12P; Seattle Paid Sick Time and Paid Safe Time Ordinance,
28 Seattle Mun. Code Chapter 14.16; Sonoma, California, City of Sonoma Living Wage
29 Ordinance, Sonoma Mun. Code Section 2.70.060(B); Tacoma, Washington, Paid Leave
30 Ordinance, Tacoma Mun. Code Chapter 18.10; and Trenton, New Jersey, Ordinance 14-
31 208 (Aug. 25, 2014). To the extent applicable law is inconsistent with the terms of this
32 Agreement, and such law is not waivable, an employee shall be entitled to the more
33 generous sick leave protections provided by applicable law or this Agreement.

1 **Article 19 – Holiday Vacation**

2 A. The following days are designated holidays: New Year’s Day, Martin Luther King Jr.
3 Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day,
4 Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

5 B. When a full employee complement at any location is not required on a holiday, the day
6 off will be offered on a Passenger Service Seniority basis within the classification and
7 duty assignment. Based on the needs of service, the Company will consider individual
8 shift starting and/or ending times as a determining factor in offering the holiday off.
9 Requests for the day off must be received at least fourteen (14) but not more than thirty
10 (30) calendar days prior to the holiday and will be awarded a minimum of seven (7) days
11 prior to the holiday. Additional days that become available less than seven (7) days prior
12 to the holiday will continue to be awarded in Passenger Service Seniority order based on
13 the original requests. Where all original requests properly submitted as described above
14 have been awarded, additional holidays off may be offered based on earliest request time.
15 At each location, upon request, the Company will provide the Union a list of employees
16 who have been granted a holiday off under this provision.

17 C. Holiday Vacation

18 1. Each employee will accrue holiday vacation in the current year (Vacation Accrual
19 Year) for use in the subsequent calendar year (Vacation Usage Year) as follows:

20 a. Full-time employees will accrue eight (8) hours of holiday vacation and part-
21 time employees will accrue five (5) hours of holiday vacation for each holiday
22 set forth above in Paragraph A.

23 b. An employee scheduled to work on the holiday (including a shift swap-on)
24 who is on any paid or unpaid leave (including individual and/or multiple sick
25 leave days) will not be eligible to accrue holiday vacation hours for any
26 holidays that occur during the leave period. This exclusion also applies when
27 the holiday falls on the employee’s scheduled day off (including a swap-off
28 day), if the employee was on a paid or unpaid leave on the last scheduled
29 work day prior to the holiday and the first scheduled work day after the
30 holiday. This does not apply to employees who are awarded unpaid time off
31 (e.g., VTO).

32 c. An employee who has any type of partial absence on a holiday as described in
33 Paragraph C.1.b above will earn holiday vacation hours in proportion to the
34 time on the holiday they work, rounding up to the nearest half (0.5) hour, to a
35 maximum of eight (8) hours for full-time employees and five (5) hours for
36 part-time employees.

37 2. A holiday vacation week is comprised of five (5) days. For a full-time employee,
38 a holiday vacation day is comprised of eight (8) hours. For a part-time employee,
39 a holiday vacation day is comprised of five (5) hours.

40 3. Full-time employees will be eligible to bid two (2) weeks of holiday vacation
41 provided their projected annual accrual of holiday vacation at the time of holiday
42 vacation bidding is at least sixty four (64) hours. Full-time employees will be
43 eligible to bid one (1) week of holiday vacation provided their projected annual

- 1 accrual of holiday vacation at the time of holiday vacation bidding is at least
2 twenty four (24) hours.
- 3 4. Part-time employees will be eligible to bid two (2) weeks of holiday vacation
4 provided their projected annual accrual of holiday vacation at the time of holiday
5 vacation bidding is at least forty (40) hours. Part-time employees will be eligible
6 to bid one (1) week of holiday vacation provided their projected annual accrual of
7 holiday vacation at the time of holiday vacation bidding is at least fifteen (15)
8 hours.
- 9 5. If at the close of a Vacation Accrual Year, a full-time employee's actual accrual
10 of holiday vacation is:
- 11 a. at least sixty-four (64) but less than eighty (80) hours, the employee shall
12 retain one (1) full week of holiday vacation and one (1) partial week of
13 holiday vacation;
- 14 b. at least forty (40) but less than sixty-four (64) hours, the employee shall retain
15 one (1) full week of holiday vacation; or
- 16 c. at least twenty-four (24) but less than forty (40) hours, the employee shall
17 retain one (1) partial week of holiday vacation.
- 18 6. If at the close of a Vacation Accrual Year, a part-time employee's actual accrual
19 of holiday vacation is:
- 20 a. at least forty (40) but less than fifty (50) hours, the employee shall retain one
21 (1) full week of holiday vacation and one (1) partial week of holiday vacation;
- 22 b. at least twenty-five (25) but less than forty (40) hours, the employee shall
23 retain one (1) full week of holiday vacation; or
- 24 c. at least fifteen (15) but less than twenty-five (25) hours, the employee shall
25 retain one (1) partial week of holiday vacation.
- 26 7. If at the close of a Vacation Accrual Year, an employee has retained one (1) full
27 week and one (1) partial week of holiday vacation or one (1) partial week of
28 holiday vacation, vacation days shall be removed from the last scheduled holiday
29 vacation days in the calendar year. On a case-by-case basis, the Company will
30 grant an employee's request that different vacation days be removed, provided the
31 employee makes a request at least sixty (60) days in advance of the start of the
32 vacation period and the holiday vacation days are taken in conjunction with
33 scheduled days off.
- 34 8. Holiday vacation accrual remaining after annual holiday vacation is bid can be
35 used as Day-At-A-Time (DAT) vacation.
- 36 9. Full-time employees will be paid for scheduled hours for each day of holiday
37 vacation.
- 38 10. Part-time employees will be paid five (5) hours for each day of holiday vacation.
- 39 D. Holiday vacation pay is computed at the employee's regular rate of pay, excluding shift
40 premiums. Employees will be paid straight time for scheduled hours and swap-on hours

1 worked on a holiday. All overtime hours worked on a holiday that qualify for overtime
2 pay will be paid at double time.

3 E. Part-time employees transferring to full-time positions will:

4 1. Begin accruing holiday vacation for the next Vacation Usage Year at the full-time
5 rate for holidays that occur after the effective date of the transfer.

6 2. Rebid and take the number of originally-awarded accrued holiday vacation weeks
7 (full and/or partial) remaining after the effective date of transfer. For the holiday
8 vacation weeks that are rebid, the employee will be paid five (5) hours for each
9 day of awarded holiday vacation. The remaining scheduled hours in a holiday
10 vacation day (the difference between five (5) hours per day for a part-time
11 employee and eight (8) hours per day for a full-time employee) will be unpaid,
12 except that the employee will have the option to be paid from the employee's
13 available DAT balance.

14 F. Full-time employees transferring to part-time positions will:

15 1. Begin accruing holiday vacation for the next Vacation Usage Year at the part-time
16 rate for holidays that occur after the effective date of the transfer.

17 2. Rebid and take the number of originally-awarded accrued holiday vacation weeks
18 (full and/or partial) remaining after the effective date of the transfer. For the
19 holiday vacation weeks that are rebid, the employee will be paid five (5) hours for
20 each day of awarded holiday vacation.

21 G. Part-time employees temporarily upgraded to a full-time position will:

22 1. Accrue holiday vacation for the next Vacation Usage Year at the full-time rate for
23 all holidays that occur when the employee was in the temporary upgrade position.

24 2. Be permitted to take originally awarded weeks of holiday vacation during the
25 temporary upgrade period and will be paid five (5) hours for each holiday
26 vacation day. The remaining scheduled hours will be unpaid, except that the
27 employee will have the option to be paid from the employee's available DAT
28 balance.

29 H. An employee on an authorized leave of absence as defined in Article 17 of this
30 Agreement, or off due to OJI on the date an annual holiday vacation bid notice is given
31 will be permitted to bid holiday vacation provided he gives the Company notice of his
32 intent to bid by October 10. Employees who do not bid will be permitted to bid on
33 remaining available weeks of vacation upon their return.

34 I. Employees voluntarily transferring to a different location or different vacation bid area
35 shall be allowed to reschedule their holiday vacation period(s) to available vacation
36 weeks if their previous bid vacation periods are not available. If sufficient vacation
37 weeks are not available, the Company will designate additional vacation weeks sufficient
38 to accommodate the employee's remaining holiday vacation week(s). Employees
39 involuntarily transferring to a different location or different vacation bid group shall have
40 the option of bidding for new vacation periods or maintaining their awarded vacation
41 periods if available.

- 1 J. Unused holiday vacation at year's end will be paid during the first quarter of the
2 following year at the employee's rate of pay on December 31 of the Vacation Usage
3 Year.
- 4 K. Employees who retire, resign, are terminated or who transfer to employment with the
5 Company outside of Passenger Service, will be paid for any unused holiday vacation in
6 the current Vacation Usage Year and for holiday vacation accrued year-to-date for the
7 next Vacation Usage Year.

1 **Article 20 – Vacations**

2 A. Employees will earn vacation in the current year (Vacation Accrual Year) for use in the
3 subsequent calendar year (Vacation Usage Year).

4 B. In the first month of hire, vacation will accrue if the employee is hired on or before the
5 fifteenth (15th) of that month. Probationary employees are not eligible for vacation
6 accrual or usage until completion of probation, at which time accrual will be retroactive
7 to the employee’s Date of Hire. New hire employees are not entitled to vacation usage in
8 the year of hire.

9 C. Vacation accrual for employees, who are in an active pay status for the majority of days
10 in a calendar month and who qualify under Paragraph B above, is as follows:

When Employees Begin Their	Monthly Accrual Rate for Full-Time Employees	Monthly Accrual Rate for Part-Time Employees	Maximum Annual Weeks
1st year of service	6.6667 hours	4.1667 hours	2 weeks
10th year of service	10.0 hours	6.25 hours	3 weeks
20th year of service	13.3334 hours	8.3334 hours	4 weeks
25th year of service	16.6667 hours	10.4167 hours	5 weeks

11

12 An employee’s monthly vacation accrual rate increases based on the above chart in
13 the anniversary month of an employee’s Date of Hire.

14 Note: Legacy American employees who are in their 17th, 18th or 19th year of service as
15 of the effective date of this Agreement shall continue to accrue at a monthly rate of
16 13.3334 hours if they are a full-time employee and a monthly rate of 8.3334 hours if they
17 are a part-time employee.

18 D. Employees will be eligible to bid the number of weeks according to the chart below when
19 their annual accrual is equal to or exceeds the minimum accrual for the Years of Service
20 level.

Years of Service	Maximum Number of Weeks Eligible to Bid in Vacation Usage Year	Minimum Full-Time Accrual Needed to Bid Full Weeks	Minimum Part-Time Accrual Needed to Bid Full Weeks
0 – 9 years of service	2 weeks	80 hours	50 hours
10 – 19 years of service	3 weeks	120 hours	75 hours
20 – 24 years of service	4 weeks	160 hours	100 hours
25 years of service and above	5 weeks	200 hours	125 hours
<p>Note: If a full-time employee accrues less than eighty (80) hours in the Vacation Accrual Year, or a part-time employee accrues less than fifty (50) hours, in order to bid one week of vacation, the full-time accrual must be at least forty (40) hours and the part-time accrual must be at least twenty five (25) hours.</p>			

1 Note: Legacy American employees who are in their 17th, 18th or 19th year of service as
2 of the effective date of this Agreement shall continue to be eligible to bid four (4) weeks
3 of vacation when their annual accrual is equal to or exceeds the minimum accrual of one
4 hundred sixty (160) hours for full-time employees and one hundred (100) hours for part-
5 time employees.

6 E. Full-time employees are paid for scheduled hours for each day of awarded vacation.
7 Part-time employees are paid five (5) hours for each day of awarded vacation. Vacation
8 pay is computed at the employee’s regular rate of pay, excluding shift premiums.

9 F. Vacations will be bid separately for full-time and part-time employees. In any
10 classification/duty assignment where the combined full-time and part-time headcount is
11 less than fifty (50) employees, however, vacation for full-time and part-time employees
12 may be bid together. Vacation will be awarded on a Passenger Service Seniority basis.
13 The number of employees from each classification/duty assignment permitted off at any
14 time may be restricted based on the needs of service. Vacation bids may be bid
15 separately by classification and/or duty assignment.

16 G. Employees will be given no less than two (2) weeks’ notice prior to the opening of
17 bidding. Vacations and holiday vacations shall be bid for and awarded no later than
18 December 15th of a Vacation Accrual Year. Vacations will be posted with all weeks
19 beginning on Mondays and will be bid on a single round basis. Vacations will be bid for a
20 full Vacation Usage Year. After all full weeks of accrued vacation have been bid, a
21 second round of bidding will be conducted for employees to bid their two (2) additional
22 weeks of holiday vacation days.

23 H. Employees who are eligible to bid less than three (3) weeks of vacation are required to
24 bid and take a minimum of one (1) week of vacation. Employees who are eligible to bid

1 three (3) or more weeks of vacation are required to bid and take a minimum of two (2)
2 weeks of vacation. Prior to bidding vacation for the following year, employees will be
3 required to designate the number of vacation weeks to be bid in the annual vacation bid.

4 I. Employees who fail to bid by proxy or in person (where permitted) will be bypassed.
5 Bypassed employees who report late for bidding will be permitted to select from any
6 remaining open vacation weeks at the time they report for bidding. Bypassed employees
7 who fail to report for bidding during the bid process will be assigned vacation weeks
8 from the remaining open vacation weeks.

9 J. Awarded vacation periods will be scheduled consecutive with the employee's regularly
10 scheduled days off. These vacation periods will be assigned before or after the scheduled
11 days off, so that the majority of the vacation days fall during the week that was awarded.

12 1. In airports, regularly scheduled days off for an open-time employee for an
13 awarded vacation period will be Saturday and Sunday. The Company will adjust
14 an open-time employee's days off, at the employee's request, for the week
15 following the vacation period to be Monday and Tuesday, if the employee was
16 unable to successfully bid either Saturday and Sunday off the week prior to the
17 awarded vacation period or Monday and Tuesday off the week following the
18 awarded vacation period.

19 2. In reservations, relief employees will be assigned the same days off prior to and
20 following their vacation period.

21 K. Unused vacation at Vacation Usage Year's end will be paid during the first quarter of the
22 following year at the employee's rate of pay on December 31 of the Vacation Usage
23 Year.

24 L. Employees who retire, resign, are terminated or who transfer to employment with the
25 Company outside of Passenger Service, will be paid for any unused vacation in the
26 current Vacation Usage Year and for vacation accrued year-to-date for the next Vacation
27 Usage Year.

28 M. Trading of vacation periods between employees is not permitted. At airports and travel
29 centers, canceling a vacation period when not simultaneously awarded another vacation
30 period is not permitted. In reservations, vacations other than the minimum described in
31 Paragraph H above may be canceled provided the Company is given at least seventy two
32 (72) hours advance notice. The Company is not obligated to make an additional week of
33 vacation available to an employee who elects to cancel a bid week of vacation.

34 N. Employees voluntarily transferring to a different location or different vacation bid area
35 shall be allowed to reschedule their vacation period(s) to available vacation weeks if their
36 previous bid vacation periods are not available. If sufficient vacation weeks are not
37 available, the Company will designate additional vacation weeks sufficient to
38 accommodate the employee's remaining vacation weeks. Employees involuntarily
39 transferring to a different location or different vacation bid group shall have the option of
40 bidding for new vacation periods or maintaining their awarded vacation periods if
41 available.

42 O. Vacation accrual remaining after annual vacation is bid can be used as DATs.
43 Employees with vacation to be used as DAT can swap-off their shift to another employee

1 and be paid the scheduled hours of the shift from DAT. Employees may request DAT(s)
2 by submitting a request on the appropriate Company form no sooner than thirty (30) days
3 prior to the requested day off. DAT requests will be granted based on the needs of
4 service, in Passenger Service Seniority order, and within the classification, duty
5 assignment and shift.

6 P. Part-time employees transferring to full-time positions will:

7 1. Begin accruing vacation for the next Vacation Usage Year at the full-time rate in the
8 current month if the transfer occurred on or before the fifteenth (15th) of the month,
9 or in the next month if the transfer occurred on or after the sixteenth (16th) of the
10 month.

11 2. Rebid and take the number of originally-awarded vacation weeks remaining after the
12 effective date of transfer. For the vacation weeks that are rebid, the employee will be
13 paid five (5) hours for each day of awarded vacation. The remaining scheduled hours
14 will be unpaid, except that the employee will have the option to be paid from
15 available DAT balance.

16 Q. Full-time employees transferring to part-time positions will:

17 1. Begin accruing vacation for the next Vacation Usage Year at the part-time rate in the
18 current month if the transfer occurred on or before the fifteenth (15th) of the month,
19 or in the next month if the transfer occurred on or after the sixteenth (16th) of the
20 month.

21 2. Rebid and take the number of originally awarded vacation weeks remaining after the
22 effective date of the transfer. For the vacation weeks that are rebid, the employee will
23 be paid five (5) hours for each day of awarded vacation.

24 R. Part-time employees temporarily upgraded to a full-time position will:

25 1. Accrue vacation for the next Vacation Usage Year at the full-time rate for all months
26 when the employee was in the temporary upgrade position on or before the sixteenth
27 (16th) of the month.

28 2. Be permitted to take originally awarded weeks of vacation during the temporary
29 upgrade period and will be paid five (5) hours for each vacation day. The remaining
30 scheduled hours will be unpaid, except that the employee will have the option to be
31 paid from available DAT balance.

32 S. An employee on an authorized leave of absence as defined in Article 17 of this
33 Agreement, or off due to occupational injury on the date an annual vacation bid notice is
34 given will be permitted to bid vacation provided they give the Company notice of their
35 intent to bid by October 10. Employees who do not bid will be permitted to bid on
36 remaining available weeks of vacation upon their return.

1 **Article 21 – Limited Duty**

2 A. An occupationally injured employee is required to accept a limited duty position within
3 the Company provided he is qualified and the duties of the position do not exceed the
4 restrictions provided by the employee’s physician. The Company may assign a limited
5 duty employee any work for which he is qualified. An employee assigned to a lower
6 rated classification will be paid the applicable rate for his own classification. An
7 employee assigned to a higher rated classification will be paid the applicable rate for the
8 higher rated classification. “Qualified” as used in this Article shall have the same
9 definition as set forth in Article 5.S.

10 B. Limited duty positions are offered to the extent that meaningful work is available, as
11 follows:

12 1. Limited duty positions are filled by employees who are restricted in performing
13 their job duties as a result of OJI, and may be offered to employees on a voluntary
14 basis who are restricted in performing their job duties as a result of pregnancy or a
15 “disability” as defined under the Americans with Disabilities Act (ADA) as
16 amended.

17 2. Limited duty positions are offered, when available, typically for up to a maximum
18 of sixty (60) work days per injury or disability.

19 3. The assigned limited duty position will not exceed the restrictions as provided by
20 the employee's physician.

21 4. Employees working limited duty positions are eligible for shift trades to work or
22 overtime only if they are qualified for the duties of the position. Employees
23 working limited duty positions may shift trade off in accordance with this
24 Agreement. The employee who shift trades to work in these circumstances may
25 be reassigned to a full duty position.

26 5. Shifts and days off may be assigned to employees working limited duty positions
27 and may be changed with a minimum of seven (7) days’ notice.

28 C. Medical appointments associated with the injury, pregnancy or disability while on limited
29 duty should be scheduled around work hours. If employees are unable to do so, they will
30 elect, at their sole discretion, to use sick leave for the time required to be away from work
31 or take unpaid time or to reschedule lost time at a date and time mutually agreed to
32 between the employee and his manager. The lost time must be worked within fourteen
33 (14) calendar days of the absence and will be paid at straight time rates.

34 D. All requests for limited duty resulting from a disability should be submitted on the
35 appropriate Company form for review by the Company.

36 E. Where there are insufficient limited duty positions available, open limited duty positions
37 will be awarded in seniority order to the employees who can perform the duties of the
38 limited duty position.

39 F. An employee required to leave work to receive immediate medical attention as a result of
40 an OJI will be paid for all remaining regularly scheduled hours not worked that day.

1 **Article 22 – Probation**

- 2 A. An employee shall be on probation for the first one hundred and eighty (180) calendar
3 days of active service, inclusive of training.
- 4 B. During probation, the employee’s work schedule will be set by the Company.
- 5 C. Probationary employees are employees at will and the Company has no responsibility to
6 re-employ any employee separated for any reason during the probationary period.
7 Probationary employees separated from the Company lose all accrued seniority.
- 8 D. Employees are not eligible for vacation or sick leave credit or accrual until completion of
9 probation, at which time vacation and sick leave accrual will be retroactive.

1 **Article 23 – Uniforms**

- 2 A. Employees who are required to wear a uniform must do so in compliance with the
3 Company uniform and appearance policy.
- 4 B. Employees are required to purchase the initial core uniform items, except where laws
5 require the Company to pay for costs of providing and replacing uniforms. The
6 Company will determine the required core uniform items.
- 7 C. Payroll deductions in the amount of twenty dollars (\$20.00) per pay period will be made
8 for the initial purchase of core uniform items. Employees may be asked to sign a payroll
9 deduction form in those states that require individual employee authorizations in order to
10 carry out that deduction. If an employee fails to sign such an authorization or such
11 deduction is not permitted by applicable law, the employee shall pay the entire cost of the
12 initial purchase of core uniform items.
- 13 D. Employees who have completed their probationary period will receive a uniform credit of
14 two hundred dollars (\$200.00) on January 15th of each year, which is to be used
15 exclusively with approved Company vendors. The amount of the uniform credit shall
16 increase to two hundred and twenty dollars (\$220.00) on the first January 15th occurring
17 more than twenty-four (24) months after the effective date of this Agreement. Employees
18 shall be permitted to roll-over their unused uniform credit from year to year up to a
19 maximum balance of four hundred and forty dollars (\$440.00). Employees will not be
20 paid out for any remaining uniform credit under any circumstances.
- 21 E. Employees who have used all of their uniform credit may purchase uniform items at their
22 own expense at any time. Employees who have used all of their uniform credit will be
23 required to purchase core uniform replacement items at their own expense to be in
24 compliance with the Company’s uniform and appearance policy. Payment for such
25 uniform items will be a one-time lump sum or four (4) equal payroll deductions, at the
26 employee’s option, subject to the following restrictions: (i) such deduction must be
27 permitted by applicable state law and employees must sign a payroll deduction form in
28 those states that require individual employee authorizations in order to carry out that
29 deduction; (ii) the minimum purchase eligible for payroll deduction is twenty five dollars
30 (\$25.00); (iii) the maximum balance due allowed on an employee’s account is three
31 hundred dollars (\$300.00); and (iv) the minimum amount to be deducted per pay period
32 shall be twenty dollars (\$20.00), or a remaining balance less than twenty dollars (\$20.00)
33 however, an employees may elect to deduct a greater amount.
- 34 F. Employees who lose uniform items or damage uniform items as a result of improper
35 care/maintenance or cleaning and who have used all of their uniform credit will be
36 responsible to pay for replacement items at full cost. Uniform items damaged at work
37 shall be replaced by the Company at no cost to the employee if there are insufficient
38 funds in the employee’s uniform account to cover the cost of replacement.
- 39 G. Uniform credit and uniform account balances for employees who are furloughed will be
40 frozen. Payroll deductions for uniform account balances will resume when the employee
41 is recalled to active service.
- 42 H. Employees who are subject to payroll deductions for uniforms and terminate or resign are
43 required to pay any outstanding uniform account balance to the Company.

- 1 I. Protective clothing will be provided by the Company as follows:
- 2 1. Coats will be issued to all uniformed employees. The Company shall meet with
3 the Uniform Committee to discuss the type(s) of coat(s) to be offered to
4 employees at a work location based on the historic weather conditions at the
5 location. If the Company offers more than one (1) type of coat at a location, an
6 employee shall be permitted to select from the types offered. Such coat, at an
7 employee's request, shall be replaced at the Company's expense every five (5)
8 years.
- 9 2. Ear protectors are provided to and must be worn by employees assigned to
10 positions exposed to aircraft noise.
- 11 3. Employees transferring outside Passenger Service or who terminate or resign are
12 required to return all items of protective clothing to the Company.
- 13 J. The Company will reimburse the employee for reasonable and approved alterations such
14 as hemming, shortening of sleeves, taking in the waist, etc. Alterations cannot change the
15 design of the uniform. Any other alterations will be at the expense of the employee and
16 must meet with Company approval.
- 17 K. A Uniform Committee consisting of at least one (1) male and one (1) female employee
18 from Passenger Service will meet with the Company to discuss:
- 19 1. any anticipated major changes in uniform style, color, material, and appearances
20 standards;
- 21 2. increases in uniform cost; and/or
- 22 3. significant issues of interpretation regarding the Company's uniform and appearance
23 policy.
- 24 The Uniform Committee's recommendations regarding these issues will be considered by
25 the Company; however, the Company reserves the right to make all final decisions
26 related to its uniform and appearance policy.
- 27 L. If the Company decides to change the core uniform style, the Company will pay for all
28 new core uniform items. Employees are required to continue to pay any uniform account
29 balance owed.
- 30 M. An employee will be allowed to wear an Association, CWA or IBT pin on his uniform
31 while on duty, in accordance with the Company's uniform and appearance policy.

1 **Article 24 – Shift Definitions and Premiums**

2 A. Shifts are defined based on the scheduled starting time, as follows:

- 3 1. Shift 1: Employees scheduled to report to work at or after 0500, but before 1200, are
4 on Shift 1. There is no shift premium paid for work beginning at or after 0500, but
5 before 1200.
- 6 2. Shift 2: Employees scheduled to report to work at or after 1200, but before 1800, are
7 on Shift 2. Employees on Shift 2 are paid Shift 2 rates for the entire shift. The Shift
8 2 premium is \$0.55 per hour.
- 9 3. Shift 3: Employees scheduled to report to work at or after 1800, but before 0500, are
10 on Shift 3. Employees on Shift 3 are paid Shift 3 rates for the entire shift. The Shift
11 3 premium is \$0.62 per hour.
- 12 4. Shift 4: Open-time/relief employees are on Shift 4. The Shift 4 premium is \$0.65 per
13 hour and shall be paid for all hours worked during the work week.

14 B. Employees working overtime on a scheduled work day continuous with the regular shift
15 are paid shift premium for the overtime period based on the starting time of the scheduled
16 shift. The shift premium for employees who work overtime not continuous with their
17 regular shift will be based on the starting time of the overtime shift.

18 C. Employees who shift trade to work are paid the applicable shift premium as set forth
19 above in Paragraphs A.1 through A.3 above. The employee who shift traded off is not
20 paid shift premium.

21 D. Shift premiums as defined above are paid only for hours worked.

22 E. Language Premium

- 23 1. The Company may establish language premium duty assignments as determined by
24 the Company.
- 25 2. Qualified employees in language premium duty assignments will be paid language
26 premium for all hours worked.
- 27 3. The language premium is \$1.00 per hour to be added to the employee’s base rate of
28 pay.
- 29 4. Employees occupying, applying for or transferring into a language premium position
30 may be required to pass a functional proficiency exam (written and/or oral) specific to
31 Passenger Service duties as established by the Company and the Union.
- 32 5. Employees who are qualified for a language premium position as outlined above, and
33 who, at Company direction, perform work requiring their language skill will be paid
34 the language premium for each hour worked requiring their language skill or a
35 minimum of four (4) hours, whichever is greater.

36 F. CSCs will receive a premium of \$2.00 per hour to be added to their base rate of pay.

37 G. HBRs and OBRs holding positions on an escalation or Tariff desk will receive a premium
38 of \$1.50 per hour to be added to their base rate of pay.

- 1 H. HBRs and OBRs holding positions on an elite desk will receive a premium of \$1.00 per
- 2 hour to be added to their base rate of pay.
- 3 I. PCSCs will receive a premium of \$2.00 per hour to be added to their base rate of pay.
- 4 J. LPCSRs will receive a premium of \$1.00 per hour to be added to their base rate of pay.

1 **Article 25 – Grievance Procedure**

2 A. Grievance Steps

3 The procedure for the presentation and adjustment of disputes or grievances that may
4 arise is outlined in this Article. The Union will notify the Company of the designated
5 Union Representative to receive grievance responses for each Union jurisdiction.

6 1. Oral Step

7 a. Any employee or group of employees who believe that any provision of this
8 Agreement has not been properly applied or interpreted may orally present the
9 grievance to their immediate supervisor (management) within seven (7) days
10 of the occurrence that leads to the grievance. The supervisor shall give an oral
11 decision to the employee(s) within twenty-four (24) hours of the discussion.
12 Employees, at their request, will be accompanied by a representative of the
13 Union at this step. Oral step decisions are non-precedential.

14 2. Step 1

- 15 a. If a satisfactory decision is not reached at the oral step, a grievance must be
16 submitted in writing to the local Director/Manager within seven (7) days of
17 the oral decision.
- 18 b. If the Union believes that any provision of this Agreement has not been
19 properly applied or interpreted with respect to discipline or discharge, the
20 Union may bypass the Oral Step and submit a grievance in writing to the local
21 Director/Manager within seven (7) days of the occurrence that leads to the
22 grievance.
- 23 c. The local Director/Manager will render a decision in writing to the employee,
24 Union Representative and the Local Union within seven (7) days of receipt of
25 the grievance. Step 1 decisions are non-precedential.

26 3. Step 2

- 27 a. If a satisfactory decision is not reached at Step 1, the grievance may be
28 appealed in writing by the Union within ten (10) days of the receipt of the
29 Step 1 decision to the appropriate department Director, or his designee.
- 30 b. At Step 2, either the Union or Company may request, in writing, that a hearing
31 be conducted. If a hearing is requested by either party, the hearing will be
32 scheduled to occur at a date and time mutually agreeable to the Union
33 Representative and department Director, or his designee, within twenty-one
34 (21) days of the department Director's, or his designee's, receipt of the appeal.
35 If a hearing is requested by either party and such hearing does not occur
36 within twenty-one (21) days of the department Director's, or his designee's,
37 receipt of the appeal, the Union, at its discretion, may appeal the grievance to
38 Step 3. When a hearing is conducted, the department Director, or his
39 designee, will render a decision in writing to the employee with a copy
40 provided to the Union Representative and the Local Union within seven (7)
41 days of the hearing date.

1 c. If neither party requests a hearing, the department Director, or his designee,
2 will render a decision in writing to the employee with a copy provided to the
3 Union Representative and the Local Union within fourteen (14) days of
4 receipt of the appeal.

5 4. Step 3

6 a. If a satisfactory decision is not reached at Step 2, the grievance may be
7 appealed in writing by the Union to the System Board of Adjustment within
8 thirty (30) days of the receipt of the Step 2 decision.

9 b. The Union (Association Director or Vice Director, or their designees) may file
10 a grievance directly to Step 3 of the grievance process for non-disciplinary
11 contract interpretation.

12 B. Issuance of Discipline

13 No employee who has successfully completed his probationary period will be disciplined
14 or discharged without being advised in writing of the basis of the charge(s) against him
15 leading to such action. Such notice, or notice of any other disciplinary action, shall be
16 presented to the employee, Union Representative, and the Local Union not later than
17 thirty (30) days from the time the employee's operating department learns of the incident
18 upon which such charge(s) is based, with a copy to the local Union Representative. This
19 notice requirement does not apply to the discharge of a probationary employee who has
20 failed to satisfactorily complete their probationary period.

21 C. Union Representation at Investigatory Interviews

22 1. An employee will have the right to have a representative of the Union or, at the
23 employee's option, another Passenger Service employee present when the employee
24 is required to attend a meeting which may result in discipline of the employee. If
25 more than one Steward is on duty, the employee will be permitted to select the
26 Steward of their choice. If the Steward on duty chosen by the employee is
27 unavailable based on the needs of the service, the Company will delay the meeting,
28 provided that it shall not be delayed beyond the end of the employee's shift.

29 2. The employee will have the opportunity to obtain a Steward's or Union
30 Representative's telephonic participation in the meeting if neither is available on site.

31 3. Notwithstanding Paragraph C.2 above, if an HBR employee is required to attend an
32 investigatory interview in person, he may have a Steward or Union Representative
33 attend the meeting in person as well, if the Steward or Union Representative is
34 available at that time based on the needs of the operation.

35 4. Employees will not be required to travel to, attend or participate in investigatory
36 interviews or meetings, in person or by phone, while off duty, except as necessary
37 based on extenuating circumstances.

38 D. Disciplinary Grievances Other Than Discharge

39 1. In cases of discipline other than discharge, the employee or Union may request a
40 hearing at the Step 1 level. The request for a hearing must be submitted with the
41 written grievance.

- 1 2. The hearing will be scheduled to occur at a date and time mutually agreeable to the
2 Union Representative and department Director, or his designee, within twenty-one
3 (21) days of the local Director/Manager's, or his designee's, receipt of the grievance.
- 4 3. The local Director/Manager, or his designee, will render a decision in writing to the
5 employee within ten (10) days of the hearing, and a copy of the decision will be
6 provided to the local Union Representative, and thereafter Step 2 shall apply.
- 7 4. Step 1 decisions are non-precedential. The time frame described in this Paragraph is
8 an exception to the normal time frames within Step 1.
- 9 5. If a hearing does not occur within twenty-one (21) days of the Director/Manager's, or
10 his designee's, receipt of the appeal, the Union, at its discretion, may appeal the
11 grievance to Step 2.

12 E. Discharge Grievances

- 13 1. In cases of discharge, the affected employee shall file a grievance with the
14 appropriate department Director, or his designee, within seven (7) days of the
15 discharge.
- 16 2. The department Director, or his designee, shall schedule a hearing to occur on the
17 discharge grievance at a date and time mutually agreeable to the Union
18 Representative and department Director, or his designee, within ten (10) days of the
19 filing of the grievance. The written decision of the department Director, or his
20 designee, shall be issued to the employee and Union Representative within ten (10)
21 days of the hearing, and thereafter Step 3 shall apply.
- 22 3. If a hearing does not occur within ten (10) days of the Director's, or his designee's,
23 receipt of the appeal, the grievance shall be deemed denied, and the Union, at its
24 discretion, may appeal the grievance to Step 3.

25 F. Remedy

26 The hearing officer in any discipline, suspension or discharge case shall have the
27 authority to grant any make whole remedy, including but not limited to back pay,
28 seniority and record correction appropriate to cases where it is decided to reduce or
29 eliminate disciplinary penalties determined to be unwarranted under the standard of just
30 cause.

31 G. Time Limits

- 32 1. The time limits set forth in this Article may only be waived by mutual, written
33 agreement of the parties.
- 34 2. Failure of the Company to answer grievances within the prescribed time limits at any
35 step automatically moves such grievances to the next level of the grievance
36 procedure.
- 37 3. Failure of the employee or Union Representative to comply with any of the
38 prescribed time limits will withdraw the grievance from further consideration.

1 H. Probationary Employees

2 Probationary employees may be disciplined or discharged at the Company's discretion
3 and no probationary employee shall have the right to grieve any disciplinary or discharge
4 action of the Company.

5 I. Hearings

6 The grievant may be represented at grievance hearings by a representative(s) of the
7 Union. In all cases, a representative(s) of the Union will be present at grievance hearings.
8 The Company official to whom a grievance appeal is submitted under this Article may
9 designate another member of management as hearing officer.

10 J. Authorized Union Business

11 Union representatives will be allowed necessary time for authorized Union business
12 during working hours, consistent with the needs of service, as determined by the
13 Company. Authorized Union business is that relating to the investigation of grievances
14 or potential grievances, disciplinary action hearings, and grievance meetings with
15 officials of the Company. In the conduct of authorized Union business, the representative
16 will request permission to be absent from his department Director or designee, provide
17 the reason therefore, and notify his Manager of his return.

18 K. Union Activity

19 No employee selected as steward or representative of the Union will be discriminated
20 against for lawful activity on behalf of the Union.

21 L. Mediation Process

22 The parties, by mutual agreement, may attempt to resolve a grievance that has been
23 appealed to the system board process set forth in Article 26 of this Agreement through
24 the following mediation process:

- 25 1. The issues mediated will be the same as the issues the parties have failed to resolve
26 through the grievance process. Multiple grievances may be submitted to mediation
27 together if mutually agreed to by the parties. The presentation of evidence is not
28 limited to that presented at any previous step of the grievance procedure. The rules of
29 evidence will not apply and no transcript of the mediation conference shall be made.
- 30 2. The grievant(s) will have the right to be present for the presentation of the case.
31 Other attendees will include those individuals needed to present the parties' positions
32 and to reach agreement with the authority to bind their respective parties. Non-
33 participating observers will not be admitted except by mutual agreement of the
34 parties.
- 35 3. The Company and the Union shall each appoint a principal spokesperson for the
36 mediation conference.
- 37 4. The mediator has the authority to meet both jointly and separately with the parties;
38 however, the mediator has no authority to compel resolution of the grievance.
- 39 5. Any grievance settled during a mediation conference that is intended to be non-
40 precedent setting shall be so stated in a jointly executed settlement agreement.

- 1 6. If no settlement is reached during the mediation conference, the mediator shall
2 provide the parties with an immediate oral advisory decision involving the
3 interpretation or application of the collective bargaining agreement, together with the
4 reasons for his decision, unless both parties agree that no opinion shall be provided.
- 5 7. The advisory decision of the mediator, if accepted by the parties, shall not constitute a
6 precedent, unless the parties agree otherwise.
- 7 8. Any written material or documentary evidence presented to the mediator or to the
8 other party shall be returned to the party presenting that material at the end of the
9 mediation conference.
- 10 9. In the event that a grievance, which has been the subject of a mediation conference, is
11 subsequently heard before a system board under Article 26 of this Agreement, the
12 mediator may not serve as the arbitrator, nor may he be called as a witness by either
13 party in such proceedings. During the system board proceedings on such a grievance,
14 no reference will be made to the fact that the grievance was the subject of a mediation
15 conference; nor will there be any reference to statements made, documents provided,
16 or actions taken by either the mediator or the participants during the course of a
17 mediation conference, unless the party offering such statements, documents or actions
18 would have had access or entitlement to them outside of the mediation conference.
- 19 10. By agreeing to schedule a mediation conference, the parties are not waiving any
20 procedural arguments that they may have regarding the case. Both the Company and
21 the Union reserve the right to raise jurisdictional or procedural issues notwithstanding
22 their agreement to schedule such a conference.
- 23 11. All parties in the mediation conference, including the mediator, are barred from
24 disseminating information pertaining to the conference and/or individual grievances
25 to the public, the media or like source.
- 26 12. All mediation fees and expenses will be shared equally between the parties. The
27 mediation conference will be held in the same location, as would a system board
28 hearing, unless the parties mutually agree upon another location. Each of the parties
29 will assume the compensation, travel expense and other expenses of the mediation
30 participants brought by that party. The grievant, or grievants if multiple grievances
31 are being mediated, and a Union Representative, who are employees of the Company
32 shall receive free round trip transportation on space positive status over the Company
33 system from the point of duty or assignment to the location of the mediation, to the
34 extent permitted by law.
- 35 13. Mediators will be selected by mutual agreement of the parties. If the parties are
36 unable to agree to a mediator or a grievance is not resolved in the mediation process,
37 then the parties shall proceed pursuant to the system board process under Article 26
38 of this Agreement unless the grievance is withdrawn.

39 M. Stenographic Report

40 When it is mutually agreed that a stenographic report is to be taken by a public stenographer
41 of any investigation or hearing provided for in this Agreement, the cost will be borne equally
42 by both parties to the dispute. When it is not mutually agreed that a stenographic report of
43 the proceedings be taken by a public stenographer, the stenographic report of any such

1 investigation or hearing may be taken by either of the parties to the dispute. A copy of such
2 stenographic record will be furnished to the other party to the dispute upon request at a pro
3 rata cost. The cost of any additional copies requested by either party shall be borne by the
4 party requesting them, whether the stenographic record is taken by mutual agreement or
5 otherwise.

1 **Article 26 – System Boards of Adjustment**

2 A. In compliance with Section 204, Title II of the Railway Labor Act (“RLA”), as amended,
3 there is hereby established a System Board of Adjustment (the “Board”) for the purpose
4 of adjusting and deciding grievances which may arise under the terms of this Agreement.

5 B. The Board shall consist of three (3) members: a neutral member, a member selected by the
6 Company and a member selected by the Union. Upon timely receipt of appeal from the
7 Union to the Board and the Company’s Vice President-Labor Relations, or following
8 submission of a Company grievance by the Vice President-Labor Relations to the Board
9 and the Union, the Company’s Vice President-Labor Relations or his designee shall contact
10 the designated representative of the Union to select a mutually agreeable arbitrator to serve
11 as the neutral member of the Board. The parties will keep each other advised of their
12 current Board membership.

13 C. The neutral arbitrator shall be selected by the Company and the Union from an established
14 panel of neutrals as described in Paragraph E below. If the Company and the Union cannot
15 agree upon the neutral member, they shall select him/her by alternately striking names from
16 the panel. The order of striking shall be determined by coin toss for the first case in which a
17 neutral member is chosen under these provisions and, in subsequent cases, the parties shall
18 alternate taking the first strike. Either the Union or the Company, as the parties determine in
19 each instance, shall contact the selected neutral, with appropriate notice to the other party, to
20 determine his/her availability. Unless otherwise mutually agreed upon, if the neutral
21 member selected for the particular case is unable to serve within ninety (90) days after
22 his/her selection (or thirty (30) days in the case of an expedited hearing), the neutral who
23 remained on the list prior to the last strike shall be contacted as noted above. Such a
24 procedure will be followed until a panel member is selected to hear the case.

25 D. If the Company or the Union member of the Board considers a grievance which has been
26 submitted to the Board to have sufficient urgency and importance, then that member shall
27 provide written notice to the parties and the other Board member of the need for an
28 expedited arbitration. The parties shall select an arbitrator in accordance with the provisions
29 of this Article as expeditiously as possible. The Board hearing shall take place not more
30 than thirty (30) days following notice of the need for expedited hearing, or at such later date
31 as the parties mutually agree.

32 E. The panel of neutrals shall consist of eleven (11) neutrals. The parties shall agree on a
33 panel of neutrals in the following manner:

34 1. Each party shall provide to the other a list of thirteen (13) neutrals within fourteen
35 (14) days after the signing of this Agreement. Any names found on both lists will be
36 deemed to be members of the panel. Any other names from either list, which can be
37 agreed upon by the parties, will also be placed on the panel.

38 2. Should the parties fail to agree upon a panel of eleven (11) neutrals within forty-five
39 (45) days after the signing of this Agreement, then either party may petition the
40 National Mediation Board (“NMB”) for a list of candidates consisting of the requisite
41 number needed plus a number of additional candidates equal to three (3) times the
42 number of remaining neutrals needed. Any candidate offered by the NMB shall be a
43 member of the National Academy of Arbitrators. The parties will then use an

- 1 alternate strike process to arrive at the necessary number of neutrals, with the order of
2 striking to be determined by coin toss.
- 3 3. Each panel member shall serve for a minimum period of twelve (12) months,
4 effective on the date that the parties reach resolution on the first panel of eleven (11)
5 neutrals. After a panel member has served for a twelve (12) month period, either the
6 Company or the Union may serve notice to remove him/her by notifying the other
7 party. Within thirty (30) days of such notification or if a vacancy occurs on the panel
8 the parties will endeavor to select a replacement. If the parties cannot agree on a
9 replacement panel member within thirty (30) days, either the Union or the Company
10 may petition the NMB to provide seven (7) names of arbitrators who are members of
11 the National Academy of Arbitrators and the Company and the Union will select
12 under the procedures set forth in Paragraph C above, one (1) of the seven (7)
13 arbitrators as a replacement panel member.
- 14 F. The location of the hearings of the Board for the purpose of contract interpretation will be
15 rotated between the Company's corporate headquarters and Union headquarters, unless
16 the parties mutually agree otherwise. Hearings of the Board for the purpose of discipline
17 and/or termination will take place at the hub or gateway city closest to the grievant's
18 work location, unless the parties mutually agree otherwise.
- 19 G. The Board shall have jurisdiction over grievances under this Agreement. The jurisdiction
20 of the Board shall not extend to proposed changes in hours of employment, rates of
21 compensation or working conditions covered by this Agreement or any of its
22 amendments.
- 23 H. The Board shall consider any grievance properly submitted to it by the Union or by the
24 Vice President-Labor Relations when such grievance has not been previously settled in
25 accordance with the terms provided for in this Agreement.
- 26 I. An employee covered by this Agreement may be represented at Board hearings by any
27 person designated by him and the Company may be represented by any person designated
28 by it. Evidence may be presented both orally and in writing. The Board may summon
29 any witnesses who are employed by the Company and who may be deemed necessary by
30 the parties to the dispute.
- 31 J. The decision of the Board shall be rendered within thirty (30) days after the close of the
32 hearing. A majority vote of the members of the Board shall be necessary to make a
33 decision. The decisions will be final and binding upon the Company, the Union and the
34 grievant(s).
- 35 K. The time limits specified in this Article may be extended by mutual agreement between
36 the parties to this Agreement.
- 37 L. Nothing contained in this Article will be construed to limit, restrict, or abridge the rights
38 or privileges accorded either to the employees, the Company, or their duly accredited
39 representatives under the provisions of the RLA, as amended.
- 40 M. The Board shall maintain a complete record of all matters submitted to it for
41 consideration, and of all findings and decisions made by it.

- 1 N. Each of the parties will assume the compensation, travel expense and other expenses of
2 the Board members selected by them.
- 3 O. Each of the parties will assume the compensation, travel expense and other expenses of
4 the witnesses called or summoned by them. The grievant, a Union representative and
5 witnesses, who are employees of the Company, shall receive free roundtrip transportation
6 on space positive status over the Company system from the point of duty or assignment
7 to the location of the hearing, to the extent permitted by law.
- 8 P. The Company and Union members, acting jointly, shall have the authority to incur such
9 other expenses as, in their judgment, may be deemed necessary for the proper conduct of
10 the business of the Board, and such expenses shall be borne one-half (1/2) by each of the
11 parties. Board members, who are employees of the Company, shall be furnished free
12 round trip transportation over the Company system on space positive status for the
13 purpose of attending meetings of the Board, to the extent permitted by law. Union Board
14 members who are employees of the Company shall be granted necessary time off without
15 pay for the performance of their duties as Board members.
- 16 Q. A Board member shall be free to discharge his duty in his capacity as a Board member in
17 an independent manner without fear that his individual relations with the Company or
18 with the Union may be affected in any manner by any action taken by him in good faith.
- 19 R. In addition to the Board process described above, the parties hereby establish a Quarterly
20 System Board of Adjustment (the "Quarterly Board"). The following procedures shall
21 apply:
- 22 1. The Company and the Union shall mutually agree on the selection of one (1) neutral
23 to be chosen from the panel of arbitrators resulting from the process described above
24 in Paragraph E, together with one (1) Union appointed member and one (1) Company
25 appointed member, to constitute the Quarterly Board.
- 26 2. The Quarterly Board shall sit for a pre-determined period as mutually agreed to by the
27 parties, and is authorized to hear and decide only those grievances that the parties
28 mutually agree are appropriate for submission to the Quarterly Board.
- 29 3. The parties shall meet at the Company's headquarters on mutually agreeable dates, or
30 by telephone if agreed to by the parties, once a quarter to attempt to resolve
31 grievances, and if not resolved, to determine whether the parties agree to submit any
32 grievances to the Quarterly Board. The parties shall then, as necessary, schedule with
33 the Quarterly Board an agreed upon number of hearing days once a quarter. In
34 addition, the parties shall agree to and schedule with the Quarterly Board the dates
35 and times of the hearings.
- 36 4. At the conclusion of the hearing of each grievance, the Quarterly Board shall issue an
37 award.
- 38 5. The Quarterly Board shall issue a written award without a written or oral opinion. If
39 a discipline or discharge case, and the grievance is sustained whether in whole or in
40 part, the Quarterly Board shall include any remedy in its written award. Awards
41 issued by the Quarterly Board shall not establish precedent and will not be used or
42 referred to in the future by either party except to enforce the terms of the award.

- 1 6. By mutually agreeing to submit a case to the Quarterly Board, each party agrees to
2 waive its right to arbitration before the Board. A case not submitted to the Quarterly
3 Board shall remain pending before the Board.
- 4 7. For each grievance, attendees will include those individuals a party deems are
5 necessary to present the party's position.
- 6 8. In addition to those attendees deemed necessary pursuant to Paragraph R.7 above, a
7 grievant in a discipline and discharge grievance shall have the right to attend the
8 hearing, and if he so chooses, to testify.
- 9 9. Each party shall inform the other party, in writing (stating name and case number), of
10 its attendees and witnesses at least ten (10) calendar days prior to the date the case is
11 to be heard.
- 12 10. Each party shall have no more than one (1) hour to present its case, unless the parties
13 mutually agree that this limit should be increased to ninety (90) minutes for a
14 particular case. This one (1) hour period shall include the party's opening statement
15 (if one is desired), the direct examination of its own witness(es), and the cross-
16 examination of the other party's witness(es). Additionally, each party shall have the
17 right to present rebuttal and surrebuttal and/or to make a closing argument. The
18 parties must submit all documentary evidence during the hearing. Post hearing briefs
19 or submissions will not be allowed.
- 20 11. Once either party has presented evidence in support of its case, there will be no
21 adjournments or postponements of the hearing unless mutually agreed to by the
22 parties.
- 23 12. The Quarterly Board is prohibited from calling any additional witnesses, except those
24 witnesses so designated pursuant to Paragraph R.9 above to testify in a proceeding.
- 25 13. There shall be no transcripts or electronic records made of the proceedings. The
26 parties, however, shall maintain a docket of the cases heard before the Quarterly
27 Board.
- 28 14. Unless specifically amended by Paragraphs R.1 through R.13 above, the provisions of
29 the Board procedure set forth in this Article shall be applicable to the Quarterly
30 Board.

1 **Article 27 – Insurance, Retirement, and Other Benefits**

2 The following represents the terms of the medical and life coverage for eligible active
3 Passenger Service employees under The Group Life and Health Benefits Plan for Employees
4 of American Airlines, Inc. (“Medical Plan”) (said medical coverage being referred to below
5 as “Active Medical Coverage”) and Passenger Service employees retiring on or after
6 November 1, 2012 under The Group Life and Health Benefits Plan for Retirees of American
7 Airlines, Inc. (“Retiree Medical Plan”) (said medical coverage being referred to below as
8 “Retiree Medical Coverage”). This coverage replaces and supersedes the previous medical
9 and dental plan provisions.

10 **A. LIFE INSURANCE**

11 For Passenger Service employees whose base monthly salary is one thousand five hundred
12 dollars (\$1,500) or more, his basic coverage shall be two (2) times his base annual salary
13 taken to the next higher multiple of one hundred dollars (\$100), but not more than seventy
14 thousand dollars (\$70,000).

15 **B. MEDICAL AND DENTAL PLAN**

16 Active Passenger Service employees’ Active Medical Coverage, subject to Paragraph B.7
17 below, shall continue in effect according to the following provisions:

- 18 1. The Company will offer two (2) medical options in the Medical Plan subject to Paragraph
19 B.13 below: (i) the Standard option; and, (ii) the Core medical option which is a Health
20 Savings Account-compatible medical option. The Company reserves the right to amend
21 the Medical Plan at the Company’s sole discretion, with the exception of:
 - 22 a. The Standard medical option design features in the Chart of Active Medical
23 Coverage Option Design Features in Paragraph B.10 below;
 - 24 b. The employee contribution methodology for the Standard and Core medical
25 options described in Paragraphs B.4 and B.6 below;
 - 26 c. Changes noted in Paragraph B.5 below;
 - 27 d. The right to purchase dental coverage as offered by the Company.
- 28 2. To the extent the Company is offering the Value medical option in any plan year to
29 employees, employees eligible to enroll in the Standard or Core medical options will be
30 eligible to enroll in the Value medical option. The Company reserves the right to amend
31 or terminate the Value medical option at its sole discretion.
- 32 3. To the extent feasible, advance notice of material Medical Plan changes will be provided
33 to the Union prior to implementation. At least thirty (30) days prior to the distribution of
34 the Active Medical Coverage annual enrollment materials, the Company will provide the
35 Union with a copy of the data, assumptions and methodologies used to calculate
36 employee contributions under the Standard and Core medical options.
- 37 4. Aggregate employee contributions for the Standard and Core medical options for 2015
38 are twenty percent (20%), and 2016 and thereafter will be twenty-one percent (21%), of
39 the total projected cost of each forecasted year of healthcare expenses for these two (2)
40 medical options (which include medical/prescription and administrative expenses) as
41 calculated by the Company. Employee contributions for the Standard and Core medical

1 options will increase with medical inflation with employee contributions set as explained
2 above. The Value medical option inflation and employee contributions will be calculated
3 separately from the Standard and Core medical options.

4 5. The Standard medical option annual In-Network deductible will increase by fifty dollars
5 (\$50.00) in 2017 until the In-Network deductible reaches eight hundred and fifty dollars
6 (\$850.00) for single coverage and the family In-Network deductible will increase by one
7 hundred and fifty dollars (\$150.00) in 2017 until it reaches two thousand five hundred
8 and fifty dollars (\$2,550) for family coverage.

9 6. Chart of Coverage Tiers:

Current Coverage Tiers	New Coverage Tiers	Contribution Multiplier
Employee Only	Employee Only	1.0
Employee + 1	Employee + Spouse	2.6
	Employee + Child(ren)	1.8
Employee + 2 or more	Employee + Family	3.5

10 The multiplier for the New Coverage Tiers is applied to the Employee Only contribution as
11 calculated by the Company pursuant to Paragraph B.4 above.

12 7. Legacy US Airways Passenger Service employees hired prior to DOS will maintain
13 coverage under the US Airways Medical and Dental Plans through December 31, 2016.
14 Effective January 1, 2017, the US Airways Medical and Dental Plans (PPO100/80,
15 PPO90/70, PPO80/60, Out-of-Area 100, Out-of-Area 90, Out-of-Area 80 and PPO
16 Dental), including the inflation formulas therein, are also eliminated. Legacy US
17 Airways Passenger Service employees will be covered on and from January 1, 2017, if
18 coverage is elected by a Legacy US Airways Passenger Service employee, by the
19 Medical and Dental Plans according to the terms and conditions as provided in this
20 Article.

21 8. New employees eligible for healthcare coverage will default to the Core medical option
22 for Employee Only coverage on their eligibility date, unless the employee waives
23 coverage or elects another option or level during the initial enrollment period.

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

28 10. Chart of Active Medical Coverage Option Design Features:

	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)	
2015 Monthly Contributions		
EE Only	\$85.35	\$74.40
EE + Spouse	\$221.92	\$193.44
EE + Child(ren)	\$153.63	\$133.92
EE + Family	\$298.73	\$260.40
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

1 *Deductibles and co-insurance apply if provider is out of network.
2 ** (In/Out) when used in the chart means In-Network and Out-of-Network,
3 respectively.

4 11. The following provisions apply to the Standard medical option:

- 5 a. Deductibles do not apply toward Out of Pocket maximums;
- 6 b. Medical coinsurance applies towards Out of Pocket maximums;
- 7 c. Pharmacy coinsurances do not apply towards deductibles, but do apply
8 towards Out of Pocket maximums; and
- 9 d. Co-pays do not apply to the Deductible.

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

12 13. In the event the Company determines that the Standard or Core design options provided
13 for in this Agreement (each an “Option”) would be or become subject to an excise tax or
14 other penalty included in The Patient Protection and Affordable Care Act (PPACA) or
15 any excise tax or penalty which may replace the PPACA, under applicable law, (and thus
16 become an “Affected Option”), the Company will meet and confer in good faith in order
17 to reach an agreement with the Union concerning the minimum modification or
18 modifications to the Affected Option necessary to avoid application of the excise tax or
19 other penalty. The Company shall provide to the Union information that the Union
20 reasonably requests, including actuarial reports, necessary for the Union’s design and
21 consideration of such modifications. Unless otherwise agreed, any agreed modification
22 shall become effective at the time the excise tax or penalty would become applicable in
23 respect of the Affected Option (the “Affected Option Date”).

24 If the Company and the Union are unable to agree on modifications necessary to avoid the
25 application of the excise tax or other penalty on the Affected Option within ninety (90) days
26 after the initial meeting, the parties will select Arbitrator Bloch who will determine the
27 modifications to the design of the Affected Option that will become applicable. The
28 authority of Arbitrator Bloch is expressly limited to establishing those modifications to the
29 design of the Affected Option that will ensure that no excise tax or other penalty will apply.
30 If Arbitrator Bloch determines that no reasonably practical modification to the Affected
31 Option can guarantee that no excise tax or other penalty will apply, the Company shall have
32 the right to terminate the availability of the Affected Option to the Passenger Service
33 employees. If, under the preceding sentence, the Company has terminated or would have the
34 right to terminate the availability to the Passenger Service employees of the Standard and/or
35 Core Option, the arbitrator will be empowered to designate an alternative Option design (a
36 “New Option”) that is available from the Company provider and that replicates the
37 provisions of the Core Option to the greatest possible extent without causing the New Option
38 to become subject to any excise tax or other penalty. In the event that the arbitrator has not
39 issued a determination prior to the excise tax or penalty becoming due or if such penalty or
40 excise tax is otherwise owed for any reason, notwithstanding any contrary provision of law,
41 the Company shall be permitted to implement such modifications to the design of the
42 Affected Option as it considers to be necessary to avoid the excise tax or penalty. The
43 Company shall have a reasonable period of time following the issuance of the arbitrator’s

1 determination to implement the New Option. Notwithstanding the foregoing, the provisions
2 of this Paragraph B.13 shall not be effective if, after the effective date of this Agreement, the
3 Company enters into any new or amended collective bargaining agreement having a term of
4 three (3) years or more with any union group that does not contain a provision substantially
5 similar to this Paragraph.

6 If any Option is modified or eliminated pursuant to this Paragraph B.13, the parties will meet
7 and confer to determine how the savings, if any, from such modifications will accrue to
8 Passenger Service employees. The avoidance of any excise tax that would have otherwise
9 been applied will not be considered in the calculation of any savings. If the parties cannot
10 agree on whether cost savings exist or how to distribute said savings, the matter may be
11 referred to an arbitrator as specified by the process in this Paragraph. The arbitrator's
12 authority shall be limited to the issue of determining whether such savings exist and, if so,
13 how such savings are to be distributed. The arbitrator shall have no other authority, and in no
14 event shall the arbitrator order modifications to or reinstatement of a plan.

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

19 C. **DISABILITY COVERAGE**

20 The Company agrees to offer, at the employee's expense, an Optional Short Term
21 Disability Plan, a Long Term Disability Plan and Optional Voluntary Personal Accident
22 Insurance (VPAI).

23 D. **RETIREE HEALTH CARE**

24 **Retiree Medical Coverage (LAA Retiring On or After November 1, 2012 and LUS** 25 **Retiring On or After January 1, 2017)**

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

30 2. Retiree Medical Coverage For Passenger Service employees Ages 55 through 64 (LAA
31 Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2017).

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

40 3. Retiree Medical Coverage For Passenger Service employees Age 65 and Older (LAA
41 Retiring On or After November 1, 2012 and LUS Retiring On or After January 1, 2017).

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

5 4. A Passenger Service employee who has attained the age of at least fifty-five (55) and has
6 completed a minimum of five (5) years of active service will be paid upon her/his
7 retirement eight dollars and sixty-five cents (\$8.65) for each hour of accrued sick leave in
8 her/his sick bank.

9 5. For Legacy US Airways Passenger Service employees, accrual of Sick Retirement
10 hours/days will cease on the effective date of this Agreement. Part-time Sick Retirement
11 balances will be converted from days to hours by multiplying the current balance by four
12 (4) hours. Also, on the effective date of this Agreement, a Legacy US Airways Passenger
13 Service employee's Sick Retirement balance shall be reduced by the hours, if any, in the
14 employee's sick bank. The resulting Sick Retirement balance shall be used for the
15 purposes of Paragraphs D.6 and D.7 below.

16 6. The Sick Retirement balance will continue to be decremented for (1) paid sick hours, (2)
17 unpaid sick hours, and (3) paid sick hours used for personal FMLA leave.

18 7. Upon retirement, an employee will be paid eight dollars and sixty-five cents (\$8.65) per
19 hour for accrued hours in his sick bank and hours in his Sick Retirement balance,
20 provided the total hours paid shall not exceed the maximum sick bank hours specified in
21 Article 18 of this Agreement.

22 **E. RETIREE LIFE INSURANCE**

23 Retiree life insurance benefits are discontinued for Passenger Service employees (LAA
24 retiring on and after November 1, 2012 and LUS retiring on and after January 1, 2017).

25 **F. NON-INCORPORATION**

26 The Medical Plan and the Retiree Medical Plan are not incorporated in this Agreement.

1 **Article 28 – Retirement Plan**

2 A. Unless specified otherwise, the terms outlined in this Article will be effective for pay
3 received on or after DOS. All eligible Passenger Service employees, as defined in
4 Paragraph D below, will participate in the American Airlines, Inc. 401(k) Plan
5 (“American 401(k) Plan”), a tax qualified, defined-contribution retirement plan under
6 Section 401(a) of the Internal Revenue Code (“Code”), with a cash or deferred
7 arrangement that qualifies under Section 401(k) of the Code, that complies with the
8 requirements of Section 404(c) of the Employee Retirement Income Security Act of
9 1974, as amended (“ERISA”), or an equivalent plan; provided, however, that no later
10 than January 1, 2017, the Passenger Service employees participating in the US Airways,
11 Inc. Employee Savings Plan (“ESP”) will become participants in the American 401(k)
12 Plan. The ESP will either be merged with the American 401(k) Plan or the Passenger
13 Service employee accounts in the ESP will be spun-off and transferred to the American
14 401(k) Plan, as determined in the sole discretion of the Company. The Company, subject
15 to any laws limiting the amount of benefit which can be contributed to or accrued under a
16 plan qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended
17 from time to time, and its regulations, will provide contributions to eligible Passenger
18 Service employees, as defined in Paragraph D below, under the American 401(k) Plan
19 and ESP.

20 B. Auto-Enrollment

- 21 1. Effective no later than January 1, 2017, as determined in the sole discretion of the
22 Company, Passenger Service employees on the American Airlines System Seniority
23 List immediately preceding, but not less than thirty (30) days prior to the effective
24 date, who do not have an American 401(k) Plan or ESP contribution election on file
25 on that date will be auto-enrolled at an Employee Before-Tax Elective Contribution
26 rate of three percent (3%) of Compensation, as defined in the American 401(k) Plan.
- 27 2. Passenger Service employees hired at American on or after the effective date in
28 Paragraph B.1 above, shall be auto-enrolled at an Employee Before-Tax Elective
29 Contribution rate of three percent (3%) of Compensation, as defined in the American
30 401(k) Plan. Auto-enrollment will occur as soon as administratively feasible but not
31 less than thirty (30) days following the Passenger Service employee’s DOH.
- 32 3. Passenger Service employees on the American Airlines System Seniority List, who
33 have an American 401(k) Plan or ESP contribution election on file as of the effective
34 date in Paragraph B.1 above, will remain or be enrolled in the American 401(k) Plan
35 and their previous election will remain in place.

36 C. Employer Contributions

- 37 1. For pay received after DOS, eligible Passenger Service employees, as defined in
38 Paragraph D.1 below, shall receive Employer Matching Contributions in an amount
39 equal to one hundred percent (100%) of the member’s Employee Before-Tax
40 Contributions and Employee Designated Roth Contributions up to a maximum
41 Employer Matching Contribution equal to five and one-half percent (5.5%) of their
42 Eligible Compensation, as defined in the American 401(k) Plan.

- 1 2. Subject to Paragraph B above, for pay received during the period from DOS through
2 December 31, 2015, eligible Passenger Service employees, as defined in Paragraph
3 D.2 below, shall receive Non-Elective Employer Contributions in an amount equal to
4 three percent (3%) of eligible compensation as defined in the ESP.
- 5 3. Subject to Paragraph B above, for pay received on or after January 1, 2016, eligible
6 Passenger Service employees, as defined in Paragraph D.3 below, shall receive
7 Employer Matching Contributions in an amount equal to one hundred percent (100%)
8 of the member's Employee Before-Tax Contributions and Employee Designated Roth
9 Contributions up to a maximum Employer Matching Contribution equal to five and
10 one-half percent (5.5%) of eligible compensation as defined in the ESP.

11 D. Eligibility

- 12 1. Effective DOS, Passenger Service employees who are on the American Airlines
13 System Seniority List, participating in the American 401(k) Plan, and complete one
14 (1) year of service, as defined in the American 401(k) Plan, are eligible to receive
15 Employer Matching Contributions.
- 16 2. Effective DOS through December 31, 2015, Passenger Service employees who are on
17 the US Airways System Seniority List, participating in the ESP, and satisfy the ninety
18 (90) day employment requirement, as defined in the ESP, prior to the transfer of their
19 account to the American 401(k) Plan are eligible to receive Non-Elective Employer
20 Contributions.
- 21 3. Effective January 1, 2016 and subject to Paragraph B above, Passenger Service
22 employees who are on the US Airways System Seniority List, participating in the
23 ESP, and satisfy the ninety (90) day employment requirement, as defined in the ESP,
24 are eligible to receive Employer Matching Contributions.
- 25 4. Subject to Paragraph B above, Passenger Service employees whose ESP accounts
26 transfer to the American 401(k) Plan will at that time be eligible to receive Employer
27 Matching Contributions in the American 401(k) Plan, regardless of their length of
28 service.
- 29 5. All new Passenger Service employees on or after January 1, 2017 must satisfy the one
30 (1) year service requirement, as defined in the American 401(k) Plan, to be eligible to
31 receive Employer Matching Contributions.

32 E. Vesting

- 33 1. Effective DOS, Passenger Service employees who are on the American Airlines
34 System Seniority List, participating in the American 401(k) Plan, with two (2) or
35 more years of vesting service, as defined in the American 401(k) Plan, shall be one
36 hundred percent (100%) vested in their Employer Matching Contributions.
- 37 2. Effective DOS, Passenger Service employees who are on the American Airlines
38 System Seniority List, participating in the American 401(k) Plan, with less than two
39 (2) years of vesting service, as defined in the American 401(k) Plan, shall be zero
40 percent (0%) vested in their Employer Matching Contributions.
- 41 3. Effective DOS, Passenger Service employees who are on the US Airways System
42 Seniority List, participating in the ESP, with two (2) or more years of vesting service,

- 1 as defined in the ESP, are one hundred percent (100%) vested in their Non-Elective
2 Company Contributions.
- 3 4. Effective DOS, Passenger Service employees who are on the US Airways System
4 Seniority List, participating in the ESP, with less than two (2) years of vesting
5 service, as defined in the ESP, are zero percent (0%) vested in their Non-Elective
6 Company Contributions.
- 7 5. Notwithstanding Paragraphs E.1 to E.4 above, and subject to Paragraph B above,
8 Passenger Service employees whose accounts transfer from ESP to the American
9 401(k) Plan will, at the time their accounts transfer to the American 401(k) Plan,
10 become one hundred percent (100%) vested in their Non-Elective Company
11 Contributions and/or Employer Matching Contributions.
- 12 F. The Company reserves the right to amend the American 401(k) Plan and ESP at the
13 Company's sole discretion.
- 14 G. The American 401(k) Plan is not incorporated in this Agreement.

1 **Article 29 – Training, Travel Pay and Meal Per Diem**

2 A. Employees may be required to attend and/or successfully complete training programs
3 sponsored by the Company.

4 B. When changes to Company systems, policies or procedures require training, employees
5 who fail to successfully complete the required training program will be permitted one (1)
6 opportunity to retest or repeat the training program.

7 C. Employees who fail to successfully complete Passenger Service training programs
8 required by the Company as a result of an involuntary displacement will be permitted to
9 retest or repeat the training program and if still unsuccessful, will be permitted to file in-
10 station and system transfer bids for transfer to any other duty assignment within their
11 group. In the event the employee is unable to successfully transfer under these
12 provisions, he will be placed on furlough status and will be prohibited from transferring
13 to any vacancy requiring the same training curriculum for a period of one (1) year
14 following the employee's return date.

15 D. The Company shall make reasonable efforts to assign employees to attend training
16 programs during their normal shifts. When not possible, however, the Company may
17 shift adjust employees' starting times and/or change employees' day(s) off as described
18 in Article 5 of this Agreement to attend single day training events. Where the training
19 requirement cannot be scheduled within the employee's shift, the Company may shift
20 extend such employee provided such shift extension does not exceed three (3) hours.

21 E. Multiple day training events or single day training events that are not scheduled as
22 described in Paragraph D above will be bid in seniority order among affected employees.
23 The Company reserves the right to restrict the number of employees who may attend the
24 training sessions from each group, classification, duty assignment, shift and/or starting
25 time.

26 F. Compensation for Training

27 1. Employees required to attend training on a scheduled workday will receive pay for
28 the actual classroom hours, plus any hours worked excluding their regularly
29 scheduled unpaid meal period, at the applicable rate.

30 2. Employees who are required to attend classroom training outside of their normally
31 scheduled shift that is not continuous with their scheduled shift will be paid the
32 number of actual classroom hours or a minimum of four (4) hours, whichever is
33 greater, at the applicable rate.

34 G. Employees required to attend Company meetings and training away from their
35 geographic work location are compensated for travel time as follows:

36 1. If traveling by air, travel time begins at the scheduled departure time of the flight and
37 ceases upon the start of a Company meeting or training if travel and the Company
38 meeting or training occur on the same day, or ceases upon arrival at the destination
39 airport if travel and the Company meeting or training are not on the same day. Travel
40 time back to an employee's geographic work location begins at the conclusion of the
41 Company training or meeting and ceases upon arrival of the flight at the destination

- 1 airport, excluding overnights. Employees traveling by air will travel on space
2 positive status.
- 3 2. When air service is not available or not practical and required ground travel is
4 approved in advance by the Company, employees will be reimbursed at the IRS rate
5 based on official American Automobile Association (AAA) mileage charts for
6 distances driven to attend training or meetings.
- 7 3. Employees traveling to and/or attending training or meetings away from their
8 geographic work location on a scheduled work day will be compensated for the
9 minimum hours they were scheduled for that day at straight time rates. If the travel
10 time plus actual classroom time plus any hours worked (excluding an unpaid meal
11 period) exceed the employee's regularly scheduled hours, he will be compensated at
12 applicable rates.
- 13 4. Employees required to travel on a scheduled day off will be compensated for travel
14 time at the applicable rate.
- 15 5. An employee's geographic work location is his station except for HBRs, whose
16 geographic work location is their residence. HBRs will not be paid mileage or travel
17 time for travel within their HBR radius.

18 H. Meal Per Diem Payments

- 19 1. When meals are not provided by the Company or the hotel, per diem payments for
20 meal expenses are provided to employees required to attend training or meetings
21 away from their geographic work location.
- 22 2. Meal per diem payments are as follows:
 - 23 a. Breakfast - \$7.00. Breakfast per diem is provided only on those days when
24 employees are required to overnight the day prior to the training or meeting.
 - 25 b. Lunch - \$11.00.
 - 26 c. Dinner - \$23.00. For employees traveling by air, dinner per diem is provided
27 when an overnight stay is required and the employee's flight to the Company
28 training/meeting site departs prior to 6:00 p.m. local time, or when the employee's
29 return flight departs from the training/meeting site after 6:00 p.m. local time. For
30 employees traveling by ground, dinner per diem is provided when an overnight
31 stay is required, or when the Company training/meeting ends at 4:00 p.m. local
32 time or later.
- 33 3. Employees required to travel by air to Company training or meetings who do not have
34 access to employee parking at their domicile location will be reimbursed for required
35 standard long term parking fees incurred.

36 I. Lodging

37 Employees required to stay away from home overnight for Company training or meetings
38 will be provided single room accommodations.

1 **Article 30 – Safety and Health**

2 A. The Company, Union and employees agree to promote safe and sanitary conditions in all
3 facilities. Breakrooms will be lighted, ventilated and heated consistent with the sources
4 of heat, ventilation and light available.

5 B. The Company, Union and employees will cooperate towards prevention of work related
6 accidents and injuries and the furtherance of an aggressive safety program.

7 A Safety Committee will be established at each reservations center, which shall also
8 cover, and include participation by, HBR employees attached to the applicable
9 reservations center, and each airport, and for all travel centers combined, where
10 employees covered by this Agreement are based. The Company will meet quarterly with
11 Safety Committees, and will make reasonable efforts to meet monthly, to discuss relevant
12 safety issues. The Union will have one member on each Safety Committee except in
13 those locations where there are more than three hundred (300) employees, where there
14 shall be two (2) Union representatives.

1 **Article 31 – Part-Time Employees**

2 A. Part-time employees may be employed by the Company based on the needs of service as
3 determined by the Company. All of the provisions of this Agreement shall apply to part-
4 time employees unless otherwise specified.

5 B. The Company will not regularly schedule consecutive part-time shifts within the same
6 location and duty assignment where the work requirement can be covered by a single
7 full-time employee, nor will the Company schedule a combination of two (2) part-time
8 shifts and one (1) full-time shift where the work requirement can be covered by two (2)
9 full-time employees.

1 **Article 32 – Call Monitoring**

2 A. Call monitoring may be utilized by the Company. To assure courteous treatment,
3 accurate information and superior service, customer calls may be monitored to assist in
4 the training and development of employees, identification of customer needs and product
5 evaluation.

6 B. Where monitoring is conducted, it will be performed by trained observers with consistent
7 standards applied at all locations and to all employees. Monitoring includes but is not
8 limited to the following:

9 1. Service Observations: Monitoring of this type is intended to randomly review the
10 performance of the work group to determine their effectiveness in providing quality
11 service to customers. Official service observations, made at the direction of the
12 Company for the primary purpose of determining the overall quality of service
13 furnished to customers, are not intended nor will they be used for the purpose of
14 identifying or rating the performance of individual employees.

15 2. Diagnostic: Monitoring of this type is intended to review and evaluate new or
16 changed products, practices and procedures.

17 3. Evaluative/Developmental: Monitoring of this type is intended to be handled in a
18 confidential manner to document performance of the individual employee for
19 evaluation purposes. Call monitoring of an employee will be based on criteria
20 established by the Company. The criteria to determine the amount of monitoring and
21 standards expected of each employee will be provided to each employee. Any
22 changes to the criteria will be immediately communicated to the Union.

23 C. Feedback from all calls monitored will be provided to the employee within three (3)
24 scheduled work days of the completed contact, except that (i) any disciplinary feedback
25 will be provided to the employee by the end of the day of the completed contact or no
26 later than their next scheduled work day, and (ii) the employee will be notified of
27 exceptional service or gross misconduct immediately.

28 D. Employees shall not be disciplined as a result of call monitoring except for gross
29 misconduct, fraud, violation of privacy of communications, or when developmental
30 efforts have not been successful.

31 E. The Company reserves the right to record calls that will be used for monitoring.

1 **Article 33 – Union Security and Maintenance of Membership**

2 A. Each employee now or hereafter employed in any classification covered by this
3 Agreement shall, as a condition of continued employment, within sixty (60) days
4 following the beginning of such employment or the effective date of this Agreement,
5 whichever is later, become a member of, and thereafter maintain membership in good
6 standing in the Union except as provided otherwise herein. Such condition will not apply
7 with respect to any employee to whom such membership is not available upon the same
8 terms and conditions as are generally applicable to any other member of the employee’s
9 classification, or with respect to any employee to whom membership is denied or
10 terminated for any reason other than the failure of the employee to tender dues uniformly
11 required of other members of the classification, as a condition of acquiring or retaining
12 membership.

13 B. For the purposes of this Article, “membership in good standing in the Union” shall
14 consist of payment by the employee of fees and dues (as described herein) for each
15 calendar month not later than the last day of the second following calendar month, as may
16 be levied in accordance with procedures set forth in the CWA or IBT Constitution, as
17 applicable. Each employee of the Company covered by this Agreement who fails to
18 voluntarily acquire or maintain membership in the Union shall be required, as a condition
19 of employment, beginning sixty (60) days after the effective date of this Agreement or
20 sixty (60) days following the beginning of such employment, whichever is later, to pay
21 the Union each month a service charge as a contribution for the administration of the
22 Agreement and the representation of such employee. The service charge for the first
23 month shall be in an amount equal to the Union’s regular and usual monthly dues, and for
24 each month thereafter in an amount equal to the regular and usual monthly dues
25 uniformly required as a condition of acquiring or retaining membership. Any employee
26 disputing the calculation of the portion of the applicable service fee corresponding to the
27 Union’s costs in negotiation and administering the Agreement and the representation of
28 the employees covered by the Agreement shall communicate such disputes, in writing, to
29 the Union’s applicable Secretary-Treasurer who shall handle such disputes in accordance
30 with Union procedures.

31 C. All rights of an employee under this Agreement and such supplements and amendments
32 as may apply are contingent upon his or her acquisition and maintenance of membership
33 in good standing in the Union.

34 D. If any employee of the Company covered by this Agreement becomes delinquent in the
35 payment of this service charge or any Union member becomes delinquent in payment of
36 his dues, the Union shall notify such employee by certified mail, return receipt requested,
37 copy to the Company’s Managing Director of Labor Relations, that he is delinquent in
38 the payment of such service charge or membership dues as specified herein and is subject
39 to discharge as an employee of the Company. Such letter shall also notify the employee
40 that he must remit the required payment within a period of thirty (30) days or be
41 discharged. If, upon the expiration of the thirty (30) day period, the employee still
42 remains delinquent, the Union shall certify in writing to the Company’s Managing
43 Director of Labor Relations, copy to the employee, that the employee has failed to remit
44 payment within the grace period allowed and is therefore to be discharged. The

1 Company will, within ten (10) working days after receipt of notice from the Union,
2 discharge any employee who is not in good standing in the Union, as defined above.

3 E. When new employees are hired into classifications covered by this Agreement, the
4 Company will furnish to the Union the names, home addresses and location of
5 employment of such employees within thirty (30) calendar days after they are hired. The
6 Company will make arrangements for all new employees coming under this Agreement
7 to have up to two (2) hours during their Company orientation period or during regular
8 working hours to meet with Union representatives for the purpose of orienting the new
9 employee to the terms of this Agreement.

10 F. Upon receipt by the Company of a signed authorization to the Union of dues and payable
11 to the Union, the Company will deduct from the employee's check such dues as are
12 uniformly required as a condition for acquiring or retaining membership. This
13 assignment shall be revocable by written notice of the employee, such notice to be sent in
14 duplicate by certified or registered mail to the Union, or upon the termination date of the
15 applicable collective bargaining agreement, whichever occurs sooner. Such assignment
16 shall specify the amount of the dues and shall provide that the amount of such deduction
17 for membership dues shall be subject to change upon receipt by the Company of a written
18 certification by the Union that such dues or assessments have been changed and
19 specifying the amount thereof.

20 G. An employee who has executed a dues authorization and who has been transferred or
21 promoted to a position to which the provision of this Agreement are not applicable
22 (excluding "temporary" or "acting" promotions or transfers) or who quits or resigns from
23 the Company shall be deemed to have automatically revoked his assignment as of the
24 date of such action. If he transfers back or returns to a position to which the provisions of
25 this Agreement are applicable or is rehired, further deductions of Union dues will be
26 made only upon the execution and receipt by the Union of a new dues authorization.

27 H. After receipt of the authorization, deductions will be made on account for 1/26 of the
28 annualized Union dues from the first paycheck of the employee for a full pay period after
29 receipt of the authorization and from each paycheck thereafter.

30 I. Deductions provided for in this Article shall be remitted to the properly authorized Union
31 official during the month following the deduction. The Company will remit all dues and
32 fees for employees who are members of IBT locals, to the member's respective IBT local
33 union. The Company will remit all dues and fees for employees who are members of
34 CWA locals to the CWA in a single remittance.

35 No Deductions shall be made for employees for any period during which they are on
36 unpaid leave.

37 J. The Union agrees to notify the Company of changes in deduction amounts that affect a
38 group of employees ninety (90) days or more prior to the month in which such changes
39 are to occur.

40 K. The Company shall furnish the Union a monthly statement within ten (10) days of the
41 close of the calendar month in which dues were deducted. The statement will be
42 transmitted in electronic format including the following information for each employee
43 having dues, assessment and/or initiation fee deduction authorization on file:

- 1 1. First name, last name and middle initial (if applicable);
- 2 2. Full-Time or Part-Time status;
- 3 3. Amount of dues, assessment or fees deducted;
- 4 4. Badge number or other unique identifier;
- 5 5. Base hourly wage rate;
- 6 6. Classification;
- 7 7. Work location;
- 8 8. Mailing address, including city, state and zip code;
- 9 9. Date of Hire; and
- 10 10. Union local number.

11 The Union and the Company shall keep each other currently informed of their respective
12 duly authorized representative for the purposes of this Paragraph and shall promptly
13 notify each other of any change of such representatives.

14 The information listed above will be taken from Company records and will be furnished
15 on a timely basis; however the Union recognizes that errors and delays may and will
16 occur, and in using the information furnished, assumes all risks associated therewith.

17 L. The Company will not be liable for any time or wage claims for any employees
18 discharged by the Company pursuant to a written order by an authorized Union official.

19 M. The Union shall indemnify and save the Company harmless against any and all claims,
20 demands, suits or other forms of liability that may arise out of or by reasons of the
21 provisions of this Article, including attorneys' fees and costs incurred in the defense of
22 any such action. The Company shall promptly notify the Union of any such claim of
23 liability made against the Company.

24 N. An employee discharged under the provisions of this Article will be deemed to have been
25 "discharged for just cause" within the meaning of the terms of this Agreement.

26 O. Eligible employees of the Company who are members of CWA locals may make
27 voluntary contributions through payroll deduction to CWA's Political Action Fund
28 (PAF), a separately segregated political action committee sponsored by CWA. Eligibility
29 to participate in PAF through the payroll deduction program is restricted to those
30 employees of the Company who are certified by CWA as eligible to participate under
31 applicable federal and state laws. Participation by any such employees shall be on a
32 voluntary basis and employees shall be so informed by the person soliciting their
33 participation on behalf of CWA. The CWA shall be responsible for notifying the
34 Company promptly when any such employee is no longer eligible to participate. Each
35 employee volunteering for PAF will complete a deduction form (approved by the
36 Company to ensure compliance with applicable law) with the dollar amount to be
37 deducted from each paycheck, which will be furnished to the Company.

38 P. Eligible employees of the Company who are members of IBT locals may make voluntary
39 contributions through payroll deductions to the Democrat, Republican, Independent
40 Voter Education (DRIVE) Political Action Committee. Eligibility to participate in

1 DRIVE through the payroll deduction program is restricted to those employees of the
2 Company who are certified by the IBT as eligible to participate under applicable federal
3 and state laws. Participation by any such employees shall be on a voluntary basis and
4 employees shall be so informed by the person soliciting their participation on behalf of
5 the IBT. The IBT shall be responsible for notifying the Company promptly when any
6 such employee is no longer eligible to participate. Each employee volunteering for
7 DRIVE will complete a deduction form (approved by the Company to ensure compliance
8 with applicable law) with the dollar amount to be deducted from each paycheck, which
9 will be furnished to the Company. The Company shall transmit to DRIVE National
10 Headquarters on a monthly basis the total amount deducted on behalf of employees,
11 along with a list of the employees' names, badge number or other unique identifier and
12 the respective amounts deducted from each of the employee's paychecks.

13 Q. "Union" as used in this Article shall mean the CWA or IBT, as applicable.

1 **Article 34 – General and Miscellaneous**

- 2 A. Personnel records shall be maintained for all employees by the Company. An employee
3 and his Union representative will be granted access to the employee’s individual
4 personnel records when properly requested in writing by the employee or a Union
5 representative with written authorization from the employee. Management reserves the
6 right to be present when employee personnel records are reviewed. If a review is in
7 relationship to a grievance, it may be accomplished prior to any grievance hearing and
8 copies of relevant documentation will be provided.
- 9 B. A place shall be provided inside of each station and reservation center marked
10 “CWA/IBT Association” where official Union notices of interest to the employees may
11 be posted. No political circulars or advertisements will be posted.
- 12 C. Employees covered by this Agreement and their immediate families will be granted the
13 same transportation privileges on the Company’s system as may be established by
14 Company regulations for all personnel.
- 15 D. Passenger Service employees will be considered for vacancies outside the scope of this
16 Agreement consistent with Company policy in effect at the time of the vacancy.
- 17 E. The Company will provide paid parking for all passenger service employees who park in
18 airport and/or Company parking lots. Where the Company does not provide employee
19 parking, the Company will reimburse the employee the cost of the monthly parking fee
20 (receipt required) at a Company authorized parking facility. This provision will not apply
21 to replacement charges for parking decals, stickers, gate keys or similar items.
- 22 F. In the event a payday falls on a Federal Reserve System legal holiday, the Company will
23 make every effort to have paychecks prepared and distributed on the day preceding such
24 legal holiday.
- 25 G. Employees will be paid every other Friday for the preceding pay period. An itemized
26 statement will be included indicating all wages and overtime in addition to listing all
27 federal, state and local required deductions and all voluntary employee deductions.
- 28 H. Prior to placement in the employee’s file, the Company will provide to the employee a
29 copy of any documentation related to attendance or performance. If the documentation is
30 a complimentary or complaint letter regarding such employee, the employee will not
31 contact the customer without prior approval by the Company. To be placed in an
32 employee’s personnel file, a customer complaint letter must adequately identify the
33 employee (e.g., by name, employee number, agent sine, work location and/or physical
34 description of the employee). All complimentary and complaint letters will be removed
35 from the employee’s personnel records after twelve (12) months, unless the letter is
36 associated with discipline, in which case the letter will be subject to the discipline time
37 limits. Any expired discipline will be removed upon request. An employee may submit
38 a written response to any complaint letter or any documentation related to attendance or
39 performance, and the written response shall be attached to the documentation.
- 40 I. Employees are required to keep the Company informed as to their current status
41 including but not limited to any change to their current address and telephone number,
42 name change, marital status or family status.

- 1 J. Breakrooms, where provided, will be maintained in a neat and orderly fashion. The
2 Company will make every effort to provide secure space that is suitable for storage of
3 personal and uniform items at each location.
- 4 K. The Company agrees to provide each employee covered by this Agreement with a printed
5 and bound copy of the Agreement.
- 6 L. Where available, the Company will provide a private room at work locations for Union
7 representatives to conduct local Union business related to the handling of grievances
8 (e.g., grievance investigations); provided, however, a Union representative gives the
9 Company reasonable notice of the date and time of the requirement for the private room.
- 10 M. The government requires a criminal background check and fingerprinting for all
11 employees requiring unescorted Security Identification Display Area (SIDA) access at a
12 station.
- 13 1. Employees moving from one station to another may have to obtain a SIDA badge for
14 the new station. Employees will be authorized space available Company business
15 travel to the new station in order to accomplish the application process for the SIDA
16 badge. Where space available travel is not practical, the Company may elect to grant
17 space positive travel. Employees must use their regular scheduled off days or request
18 vacation time to apply for the SIDA badge. The Company will make reasonable
19 efforts to assist the employee in obtaining the necessary badging at the new station.
- 20 2. Employees who renew a SIDA badge at a station shall be permitted to complete the
21 renewal process during their regularly scheduled shift if the SIDA office is open
22 during those shift hours. If an employee's regularly scheduled shift is other than
23 when the SIDA office is open, the employee shall be paid at straight time rates for the
24 time required to process the application during their off-duty hours.
- 25 3. When an employee recognizes there may be a delay in receiving SIDA access as a
26 result of governmental requirements, the employee may request an extension of their
27 report date in order to remain in their existing location for a time sufficient to allow
28 for the normal processing of SIDA badging in the new station.
- 29 4. Employees who request authority to delay their report date must comply with all of
30 the following provisions. Any employee who fails to comply with the following
31 provisions, or who does not make a request at the time the employee is notified of the
32 delay in the processing of the SIDA application, will be transferred to the new station
33 as described in the Agreement and any time for which the employee cannot work due
34 to a lack of proper badging will be unpaid. Employees in an unpaid status due to a
35 lack of badging may use accrued vacation, at their discretion, to be compensated for
36 the unpaid time awaiting SIDA clearance at the new station.
- 37 a. After accepting the transfer, the employee must contact their new station within
38 one (1) business day and request any instructions/paperwork necessary to get the
39 new SIDA badge. The employee must make an appointment with the new station
40 within seven (7) days for the fingerprinting and application necessary to receive
41 SIDA access in the new station. Every effort should be made by the employee to
42 accomplish this appointment as quickly as can be scheduled by the airport
43 authority in the new station. Employees may request accrued vacation, if

- 1 accomplishing the appointment on the next regularly scheduled day off will delay
2 the process.
- 3 b. The employee must immediately notify their existing manager that they have
4 contacted their new station and the airport authority. The existing station will be
5 responsible for arranging travel as outlined above in this Paragraph M.
- 6 c. Upon return to their existing station, following completion of the fingerprinting
7 and SIDA application at their new station, the employee must present verification
8 to his existing manager that the procedure is complete.
- 9 d. Employees who properly request a report delay as outlined above in this
10 Paragraph M, and who comply with these provisions shall be granted an extension
11 delaying their report date to the new station sufficient to process a SIDA
12 application up to ninety (90) days, unless extended by the Company on the basis
13 of extenuating circumstances.
- 14 e. Employees allowed to stay in their existing station due to these provisions will
15 remain in their existing classification and pay status.
- 16 f. If the renewal of an employee's SIDA badge is delayed and the SIDA badge
17 expires, the employee shall be placed on a personal leave of absence with
18 reinstatement rights for SIDA access for up to ninety (90) days, unless extended
19 by the Company on the basis of extenuating circumstances.

1 **Article 35 – Amendments to this Agreement**

2 Either party hereto may, at any time, propose in writing to the other party an amendment(s),
3 which they may desire. For such amendment to be valid there must be written agreement
4 between the Director of Labor Relations, or his/her designee, and the Association Director
5 and Association Vice-Director, or their respective designees. Amendments made in any
6 other manner will not be recognized. This would include letters of interpretation, whether
7 local or systemwide.

1 **Article 36 – Compensation**

2 A. All employees covered by this Agreement will be paid on the scales contained below in
3 Paragraph E.

4 B. The following general increases to pay scales have been incorporated in the scales
5 contained below in Paragraph E:

- 6 1. DOS + 12 months 2.0% increase
- 7 2. DOS + 24 months 2.0% increase
- 8 3. DOS + 36 months 2.5% increase
- 9 4. DOS + 48 months 2.5% Increase

10 C. New hire employees will be paid the entry rate or at the Company’s sole discretion, will
11 be paid at a higher step of the pay scale. In the event that any new hire employee in a
12 location is paid at a higher step, then, all employees with less pay seniority at that
13 location at that time will be paid at the higher step offered to such new hire employees
14 and will have their pay seniority adjusted to reflect that change. Employees hired or
15 placed on a higher step of the pay scale pursuant to this Paragraph will not progress to
16 next step of the pay scale until they have completed the applicable number of years of
17 pay seniority credit.

18 D. Step progression will become effective on an employee’s pay anniversary date.

19 E. The pay scales for Passenger Service employees are as follows:

- 20 1. Customer Service Agent, Premium Customer Services Representative, Reservations
21 Office Based Representative and Travel Center Representative

22	<u>YOS</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
23	1	13.48	13.75	14.03	14.38	14.74
24	2	14.31	14.60	14.89	15.26	15.64
25	3	15.07	15.37	15.68	16.07	16.47
26	4	16.07	16.39	16.72	17.14	17.57
27	5	17.26	17.61	17.96	18.41	18.87
28	6	18.62	18.99	19.37	19.85	20.35
29	7	20.08	20.48	20.89	21.41	21.95
30	8	21.44	21.87	22.31	22.87	23.44
31	9	22.69	23.14	23.60	24.19	24.79
32	10	24.30	24.79	25.29	25.92	26.57
33	11	27.25	27.80	28.36	29.07	29.80
34	12+	29.27	29.86	30.46	31.22	32.00

1	2. Reservations Home Based Representative						
2	<u>YOS</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	
3	1	11.94	12.18	12.42	12.73	13.05	
4	2	12.76	13.02	13.28	13.61	13.95	
5	3	13.52	13.79	14.07	14.42	14.78	
6	4	14.52	14.81	15.11	15.49	15.88	
7	5	15.72	16.03	16.35	16.76	17.18	
8	6	17.08	17.42	17.77	18.21	18.67	
9	7	18.53	18.90	19.28	19.76	20.25	
10	8	19.89	20.29	20.70	21.22	21.75	
11	9	21.15	21.57	22.00	22.55	23.11	
12	10	22.75	23.21	23.67	24.26	24.87	
13	11	25.71	26.22	26.74	27.41	28.10	
14	12+	27.73	28.28	28.85	29.57	30.31	

15	3. Customer Assistance Representative						
16	<u>YOS</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	
17	1	11.05	11.27	11.50	11.79	12.08	
18	2	11.35	11.58	11.81	12.11	12.41	
19	3	11.62	11.85	12.09	12.39	12.70	
20	4	11.97	12.21	12.45	12.76	13.08	
21	5	12.49	12.74	12.99	13.31	13.64	
22	6	15.55	15.86	16.18	16.58	16.99	
23	7	16.01	16.33	16.66	17.08	17.51	
24	8	16.45	16.78	17.12	17.55	17.99	
25	9	16.84	17.18	17.52	17.96	18.41	
26	10	17.40	17.75	18.11	18.56	19.02	
27	11+	17.84	18.20	18.56	19.02	19.50	

1 **Article 37 – Duration**

2 Except as otherwise noted, this Agreement shall become effective December 1, 2015, and
 3 shall remain in full force and effect pursuant to the RLA through its amendable date of
 4 December 1, 2020 and shall then renew itself without change until the date by which each
 5 succeeding twelve (12) month period thereafter is completed (“Subsequent Amendable
 6 Dates”), unless written notice of intended change is served in accordance with Section 6,
 7 Title I, of the RLA, as amended, by either party hereto at least one hundred eighty (180) days
 8 prior to the Initial Amendable Date or Subsequent Amendable Dates.

9 In the event a party serves timely notice of intended changes pursuant to this Article, the
 10 parties will commence bargaining for an amended collective bargaining agreement no later
 11 than ninety (90) days prior to the Initial Amendable Date or a Subsequent Amendable Date,
 12 as applicable.

13 In witness whereof, the parties have signed this Agreement on December 1, 2015.

FOR THE CWA/IBT ASSOCIATION		FOR AMERICAN AIRLINES, INC.
/s/		/s/
Witnesses:		Witnesses:
/s/	/s/	/s/
/s/	/s/	/s/
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