

American Airlines



Passenger Service Agreement

Between
American Airlines, Inc.
And
CWA-IBT Association
January 8, 2024



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1 **ARTICLE 1 - PURPOSE OF AGREEMENT**
2

3 A. The purpose of this Agreement is in the mutual interest of the Company and the
4 employees, to provide for operation of the services of the Company under methods
5 which will further, to the fullest extent possible, the safety of air transportation, the
6 efficiency of operation, and the continuation of employment under conditions of
7 reasonable hours, proper compensation and working conditions. It is recognized
8 by this Agreement to be the duty of the Company and of the employees to
9 cooperate fully for the attainment of these purposes. To further these purposes,
10 the Company may request a meeting with the Union or an International
11 Representative of the Union may request a conference with the Company's Labor
12 Relations Department at any time to discuss and deal with any general condition
13 that may arise under the application of this Agreement.
14

15 B. No employee covered by this Agreement shall be interfered with, restrained,
16 coerced or discriminated against by the Company, its officers or agents, because
17 of membership in or lawful activity on behalf of the Union.
18

19 C. Should any part or provision of this Agreement be rendered invalid by reason of
20 any existing or subsequently enacted legislation and/or applicable court decision,
21 such invalidation of any part or provision of this Agreement shall not invalidate the
22 remaining portions thereof, and they shall remain in full force and effect. Further,
23 if a part or provision of this Agreement is rendered or held invalid with regard to a
24 particular employee or group of employees, the part or provision shall remain valid
25 and enforceable with regard to all other employees.
26

27 D. The Company and the Union agree to comply fully with all applicable federal and
28 state statutes and regulations prohibiting discrimination with respect to all aspects
29 of employment with the Company. Further, the Company and the Union agree that
30 neither shall discriminate against employees covered by this Agreement on the
31 basis of race, color, religion, sex, national origin, age, sexual orientation, disability,
32 membership in uniformed military services, status as a veteran, disabled veteran
33 or veteran of the Vietnam Veterans era.
34

35 E. The Company will notify the Union and, upon request, will meet to discuss the
36 establishment of, or major change to, any significant Company policy applicable to
37 Passenger Service employees systemwide.

1 **ARTICLE 2 - STATUS OF AGREEMENT**
2

3 A. It is expressly understood and agreed that when this Agreement is accepted by
4 the parties and signed by their authorized representatives, it will supersede any
5 and all agreements existing or previously executed between American Airlines,
6 Inc. or US Airways, Inc. and any Union or individual affecting the crafts or classes
7 of employees covered by this Agreement.
8

9 B. The Agreement shall be binding upon American Airlines, Inc. (the "Company") and
10 any Successor, defined as a purchaser, assignee or transferee of all or
11 substantially all of the assets or stock of the Company or American Airlines Group
12 Inc. Neither the Company nor American Airlines Group Inc. shall enter into an
13 agreement with a Successor which creates a Successor transaction unless the
14 Successor agrees, in writing, as a prior condition of the Successorship transaction,
15 to cause the Company and American Airlines Group Inc. to continue to be bound
16 by the Agreement, as it may be amended pursuant to the provisions of applicable
17 law, and to cause any operating airline which obtains the assets of the Company
18 to honor and be bound by the Agreement as it may be amended pursuant to the
19 provisions of applicable law.
20

21 If a Successor is an air carrier, and the Successor conducts an operational merger
22 between the Company and the Successor or another air carrier, then the
23 Successor will provide the employees covered by this Agreement with a seniority
24 integration governed by Sections 2, 3 and 13 of the Allegheny-Mohawk Labor
25 Protective Provisions.
26

27 If the Successorship transaction is a hostile takeover by a person, partnership,
28 corporation or other entity with whom or with which the Company has no
29 agreement concerning the terms of the Successorship transaction, the Company
30 shall request that the employees covered by this Agreement shall be provided
31 seniority integration governed by Sections 2, 3 and 13 of the Allegheny-Mohawk
32 Labor Protective Provisions.
33

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

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

1 **ARTICLE 3 - RECOGNITION AND SCOPE**
2

- 3 A. In accordance with Certification Case No. R-7395 by the National Mediation Board,
4 the CWA/IBT Association (the "Union" or "Association") is the representative union
5 of the craft or class of Passenger Service employees ("Passenger Service").
6
- 7 B. Each airport station is identified as either Class I or Class II for the purpose of
8 applying this Agreement. Those airport stations are defined as follows:
9
- 10 1. Class I stations shall be those stations that have greater than eighty-four
11 (84) mainline (wherever the word "mainline" appears in this Agreement it
12 shall mean American Airlines, Inc. jet aircraft) scheduled jet departures
13 weekly.
14
- 15 2. Class II stations shall be those stations that have eighty-four (84) or fewer
16 mainline scheduled jet departures weekly.
17
- 18 3. At Class I stations, Company managers may perform one (1) hour of
19 passenger service work daily in the event an employee is not readily
20 available. At Class II stations, Company managers may perform two (2)
21 hours of passenger service work daily in the event an employee is not
22 readily available. Passenger Service employees may be assigned and will
23 perform other station work not covered by this Agreement as required by
24 the Company.
25
- 26 C. The initial determination of weekly mainline departures at each station for the
27 purposes of Paragraph B above and Paragraphs D and E below will be based on
28 the twelve (12) month weekly average of scheduled mainline jet departures
29 calculated for the twelve (12) months preceding December 1st of each year.
30
- 31 D. Except as provided in Paragraph F, at stations with more than thirty-five (35)
32 weekly mainline departures the Company shall insource the Passenger Service
33 work as set forth in this Agreement to the extent not already insourced.
34 Notwithstanding any other provision of this Agreement, the Company may continue
35 to outsource Passenger Service work at its discretion at McAllen airport (MFE) and
36 at all stations (current or future) in Hawaii except Honolulu airport (HNL) regardless
37 of the number of weekly mainline departures at such stations.
38
- 39 E. Except as provided in Paragraph F, at stations with thirty-five (35) or fewer weekly
40 mainline departures, the Company may outsource Passenger Service work at its
41 discretion; provided, however, that the Company will not outsource any such
42 station so long as at least one Passenger Service employee who is on the
43 Passenger Service Seniority List (and not on furlough) at such station as of
44 December 1, 2015 and who remains in active status at such station. When an
45 employee meeting these requirements leaves such station for any reason, the
46 Company may replace the employee with a vendor or another Passenger Service

1 employee at its discretion. For purposes of this Paragraph, "active status" shall
2 mean an employee who is working or on a leave for a period of less than six (6)
3 months. An employee who is on any type of leave for six (6) months or more shall
4 not be considered in active status for purposes of this Paragraph.

- 5
6 F. Notwithstanding any other provision of this Agreement, for five (5) years from the
7 Date of Signing, all insourced stations as of the day prior to the Date of Signing
8 shall remain insourced, and all outsourced stations as of the day prior to the Date
9 of Signing shall remain outsourced, regardless of the number of weekly mainline
10 departures. A new station added to Company service during this five (5) year
11 period shall be treated as set forth in Paragraph 3.G.4, except that the initial
12 designation of being insourced or outsourced shall not change during this five (5)
13 year period.

14
15 Thereafter, Paragraphs D, E, G, and H, shall govern the insourcing or outsourcing
16 of station work, except that, in each subsequent twelve (12) month period after the
17 five (5) year status quo period in the paragraph above, the Company shall only be
18 permitted to outsource the work of up to two (2) previously insourced stations, and
19 the Company shall only be required to insource the work of up to two (2) previously
20 outsourced stations. If the Company would be permitted to outsource the work of
21 more than two (2) previously insourced stations or be required to insource the work
22 of more than two (2) previously outsourced stations under Paragraphs D, E, G,
23 and H, in any such twelve (12) month period, the Company in its discretion would
24 determine the specific station(s) to insource and/or outsource. The remaining
25 station(s) shall stay insourced or outsourced, and any change in the station(s)
26 status shall be based on the schedule described in this Paragraph F and
27 Paragraph G.3. On a yearly basis, the Company and the Association (Association
28 Director and Co-Chair) shall review the insourcing or outsourcing of a station upon
29 the request of either party.

- 30
31 G. Following the initial determination of the number of weekly mainline departures,
32 pursuant to Paragraph C above, a station's status for the purposes of Paragraphs
33 B, D, E and F above can change as follows:

- 34
35 1. If a Class I station's scheduled mainline weekly jet departures are reduced
36 to a level of eighty-four (84) or fewer on an annualized basis, that station
37 shall become a Class II station.
38
39 2. If a Class II station's scheduled mainline weekly jet departures increase to
40 greater than eighty-four (84) on an annualized basis, such station shall
41 become a Class I station.
42
43 3. Changes in station Class and changes in the number of weekly mainline
44 departures for the purposes of this Article shall be based on a twelve (12)
45 month weekly average, with the first average to be calculated one (1) year

1 from the effective date of this Agreement, and others to be calculated every
2 twelve (12) months thereafter.

3
4 4. A new station added to Company service after the date of signing of this
5 Agreement shall be treated as a Class II station until its station class is
6 determined based on the schedule described in Paragraph G.3 above. For
7 purposes of determining whether Paragraph E or Paragraph F above
8 applies to a new station added after the date of signing of this Agreement,
9 an initial determination shall be made based on the initial forecasted weekly
10 mainline departures at the new station, which shall be applicable until a
11 determination is made based on the schedule described in Paragraph G.3
12 above.

13
14 5. Any changes in a new station's status for the purposes of Paragraphs B, D
15 and E above shall be based on a twelve (12) month weekly average, on the
16 same schedule as described above in Paragraph F.3.

17
18 H. Except as provided in Paragraph F, if and when a station with thirty-five (35) or
19 fewer weekly mainline departures increases to more than thirty-five (35) or more
20 weekly mainline departures as measured on the same schedule as described
21 above in Paragraph G.3, within one-hundred and eighty (180) days, the Company
22 shall insource the work covered by this Agreement at such station to the extent it
23 is not already insourced.

24
25 I. Each Company Reservation Center facility is considered to be a separate location
26 for the purposes of this Article. A center with multiple facilities or buildings will be
27 considered a single location. All HBRs will be affiliated with a Company
28 Reservation Center as designated by the Company for purposes of administering
29 this Agreement. Through March 31, 2029, the Company will maintain a physical
30 location for OBRs in each of the metropolitan areas of Raleigh/Durham, North
31 Carolina, Dallas-Fort Worth, Texas, and Phoenix, Arizona.

32
33 J. It is understood that the Company reserves the right to contract out any Passenger
34 Service work when the Company's personnel, equipment or facilities are not
35 reasonably available. Examples of the application of this paragraph include
36 subcontracting facilities and personnel at White Plains airport (HPN) where all
37 facilities are county owned and operated by county employees, and subcontracting
38 personnel to handle a diverted flight at a location where Company personnel are
39 not available.

- 1 K. The following work shall not fall within the scope of this Agreement except for when
2 and where so directed:
3
- 4 1. All regional and/or express work.
5
 - 6 2. Internet travel services, or any related service.
7
 - 8 3. Work performed at a travel agency.
9
 - 10 4. Work performed by the Washington desk.
11
 - 12 5. Installation, testing, removal, repair, relocation, maintenance, programming,
13 engineering, technical assistance or similar functions associated with any
14 computer system, internet reservation system, telecommunications system,
15 automated ticketing device, passenger processing device or any other new
16 technology or equipment.
17
 - 18 6. Charter flights operated into non-Union represented cities.
- 19 L. As to incoming calls originating in the United States, the Company shall have the
20 right to outsource a percentage of such calls, including to other employees of the
21 Company not covered by this Agreement or a vendor, up to and in the following
22 years:
23
- | | | |
|----|--------|-----|
| 24 | 2024: | 10% |
| 25 | 2025: | 10% |
| 26 | 2026+: | 15% |
- 27
- 28 On a quarterly basis, upon request, the Company will provide the Union with
29 information necessary to determine compliance with this Paragraph.
30
- 31 M. Notwithstanding other provisions of this Article, employees not covered by this
32 Agreement may perform Passenger Service work in cases of irregular operations,
33 emergencies, or for providing unscheduled individualized customer assistance. A
34 situation shall not be deemed to be an emergency or irregular operation within the
35 meaning of this Paragraph where scheduled or overtime employees are
36 reasonably available to adequately handle the requirement.
37
- 38 N. The Union recognizes that the Company shall have sole jurisdiction, subject to the
39 terms of this Agreement, over the management and operation of its business, the
40 direction of its working force, the right to establish rules and regulations, to
41 maintain efficiency in its place of employment, and the right of the Company to
42 hire, promote, demote, select for training, discipline and discharge employees for
43 just cause. It is agreed that the rights listed here shall not be deemed to exclude
44 other rights of management not listed which do not conflict with other provisions of
45 this Agreement.

1 O. The Company reserves the right to implement new technology or equipment or
2 passenger self-service processes or procedures at the time and in the manner
3 designated by the Company. Work that falls within the scope of this Agreement
4 associated with the operation of the new equipment or technology or a self-service
5 process or procedure will be assigned to employees covered by this Agreement.
6 If the introduction, modification or expansion of new technology or equipment or of
7 a self-service process or procedure will result in a direct reduction in force of
8 Passenger Service employees, the Company will consult in advance with the
9 Union regarding efforts to minimize the impact of such changes on affected
10 Passenger Service employees.

11
12 P. At stations employing ten (10) or fewer Premium Guest Services Group
13 employees, managers may perform Passenger Service work in clubs and lounges
14 as needed once voluntary overtime provisions have been exhausted.

15 Q. The Union recognizes that the Company shall have the right to enter into
16 marketing, alliance or code-sharing agreements with other carriers under which
17 the Company may perform Passenger Service work for the other carrier, and/or
18 the other carrier agrees to perform Passenger Service work for the Company. The
19 Company agrees that any such agreement shall provide for a fair pro rata
20 allocation of work (based on enplaned passengers or other appropriate
21 measurements) between Passenger Service employees and United States based
22 employees of the other carrier.

23
24 R. Job Protection

25
26 Effective on the date of signing of this Agreement, and provided that the employee
27 exercises their to the fullest extent possible, no Passenger Service employee will
28 be furloughed to the street during the five (5) year term of this Agreement. The job
29 protections provided in this Paragraph will apply only to those employees whose
30 names appear on the Passenger Service Seniority List as of the date of ratification
31 of this Agreement and shall not apply in circumstances where the Company's non-
32 compliance is caused in substantial part by circumstances over which the
33 Company does not have control as defined in Articles 12 and 15 of this Agreement.

1 **ARTICLE 4 - GROUPS/CLASSIFICATIONS**
2

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

5
6 1. The Customer Service Group, which consists of the following
7 classifications:

8
9 a. Customer Service Coordinator (CSC); and

10
11 b. Customer Service Agent (CSA).
12

13 2. The Customer Assistance Group, which consists of the Customer
14 Assistance Representative (CAR) classification.
15

16 3. The Premium Guest Services Group, which consists of the following
17 classifications:

18
19 a. Premium Guest Services Coordinator (PGSC);

20
21 b. Lead Premium Guest Services Representative (LPGSR); and

22
23 c. Premium Guest Services Representative (PGSR).
24

25 4. The Travel Center Group, which consists of the Travel Center
26 Representative (TCR) classification.
27

28 5. The Reservations Group, which consists of the following classifications:

29
30 a. Office Based Representative (OBR); and

31
32 b. Home Based Representative (HBR).
33

34 B. For the Customer Service Group, there is work that: (1) shall be performed
35 exclusively by CSCs and CSAs; (2) may be performed by CSCs, CSAs or CARs;
36 (3) may be performed by CSCs, CSAs, CARs or contractors; and (4) may be
37 performed by CSCs, CSAs, CARs, contractors or other employees of the
38 Company:
39

40 1. The following work is performed exclusively by CSCs and CSAs at airport
41 terminals:

42
43 a. issuing, reissuing and refunding of passenger tickets;

44
45 b. booking and confirming flight reservations;

- 1 c. rebooking passengers on oversold flights and during irregular
2 operations;
- 3
- 4 d. passenger check-in and passenger seat assignment (except
5 curbside);
- 6
- 7 e. issuing, reissuing and refunding of non-revenue tickets;
- 8
- 9 f. issuing vouchers for passenger accommodations, meals and
10 transportation;
- 11
- 12 g. passenger boarding, including ticket lift and/or boarding pass
13 lift/verification;
- 14
- 15 h. operating gate reader/scanner and associated duties;
- 16
- 17 i. issuing upgrades;
- 18
- 19 j. operation of jetways for purposes of boarding and deplaning
20 passengers;
- 21
- 22 k. making on-board arrival announcements;
- 23
- 24 l. making boarding and departure announcements;
- 25
- 26 m. delivery of domestic flight documents;
- 27
- 28 n. passenger service flight close-out procedures;
- 29
- 30 o. accepting, checking and tagging passengers' baggage at resolution
31 centers, full-service ticket counters and first class ticket counters;
- 32
- 33 p. maintaining timeline of flight boarding process; and
- 34
- 35 q. performing customer service on the job training.
- 36
- 37 2. Work that may be performed by CSCs, CSAs or CARs at airport terminals
38 includes:
- 39
- 40 a. accepting, checking and tagging passengers' baggage at kiosks in
41 the ticket counter area and activation stations;
- 42
- 43 b. processing and completing credit card baggage transactions at
44 kiosks in the ticket counter area and activation stations;

- 1 c. assisting passengers with self-service kiosk check-in and kiosk
- 2 baggage processing at ticket counters;
- 3
- 4 d. queuing lines at ticket counter kiosks and ticket counters;
- 5
- 6 e. customer greeting at the door at Flagship check-in locations;
- 7
- 8 f. accept and activate passengers' self-tagged bags at activation
- 9 stations; and
- 10
- 11 g. clearance of international documents at kiosks in the ticket counter
- 12 area and activation stations.
- 13
- 14 3. Work that may be performed by CSCs, CSAs, CARs or by a contractor at
- 15 airport terminals includes:
- 16
- 17 a. delivering gate checked baggage to fleet service (except for CARs);
- 18
- 19 b. assisting boarding, deplaning and transporting non-ambulatory or
- 20 other special assist passengers;
- 21
- 22 c. assisting, boarding, deplaning and transporting unaccompanied
- 23 minors;
- 24
- 25 d. assisting customers needing special assistance or in-station
- 26 transportation;
- 27
- 28 e. accepting and checking passengers' baggage at non-airport
- 29 locations;
- 30
- 31 f. customer service work associated with handling regional flights and
- 32 charter/ground handling agreements or contracts;
- 33
- 34 g. all curbside work (other than ticketing transactions); and
- 35
- 36 h. handling of oversized and/or heavy checked baggage (not limited to
- 37 overweight bags) in ticket counter areas.
- 38
- 39 4. Work that may be performed by CSCs, CSAs, CARs, contractors or other
- 40 Company employees includes:
- 41
- 42 a. accepting, processing and delivering cargo, small packages and
- 43 material;
- 44
- 45 b. providing connecting passengers with gate information;

- 1 c. paging;
- 2
- 3 d. classroom customer service instruction and training of employees;
- 4
- 5 e. operating air-stair vehicles;
- 6
- 7 f. Admirals Club and frequent traveler enrollment;
- 8
- 9 g. coordinating with contractors in regards to hotel accommodations
- 10 and/or transportation for distressed passengers;
- 11
- 12 h. assisting international passengers through customs/immigration,
- 13 including baggage recheck;
- 14
- 15 i. delivery of boarding passes, international flight documents and
- 16 customs/immigration forms;
- 17
- 18 j. transporting of checked baggage;
- 19
- 20 k. BSO work (e.g., processing and tracing mishandled or damaged
- 21 baggage, including but not limited to lost and found items);
- 22
- 23 l. auditing of all accountable items, documents and monies associated
- 24 with customer service work;
- 25
- 26 m. cart/vehicle transportation of customers;
- 27
- 28 n. load planning and related operations work; and
- 29
- 30 o. any other passenger assistance or station work not listed above.

31

32 C. As set forth above, the work of CSCs shall include the same work as that of a CSA

33 and/or CAR. When and where CSCs are utilized by the Company, they will be

34 responsible for the overall performance within their work area. In addition, as

35 working members of the Customer Service Group, CSCs may be required to lead

36 and direct the work of other employees, which includes but is not limited to:

- 37
- 38 1. providing verbal coaching to employees related to their performance;
- 39
- 40 2. providing verbal and/or written input to management regarding the overall
- 41 or individual employee performance of the workforce within their work area;
- 42 provided, however, that Management, not a CSC, will make any
- 43 determination as to whether discipline will be imposed;

- 1 3. temporarily resolving extreme personnel emergencies when management
2 is not present or available, to include sending employees home pending
3 management investigation and action; provided, however, that
4 management, not a CSC, will make any determination as to whether an
5 unpaid suspension will be imposed;
6
- 7 4. performing the functions of Ground Security Coordinator, Complaint
8 Resolutions Officer, or other applicable federal, state, local, or airport
9 required responsibilities;
- 10
- 11 5. performing reasonable and customary administrative duties;
- 12
- 13 6. instructing and training employees covered by this Agreement and other
14 employee groups where so directed; and
15
- 16 7. resolving customer complaints and performing any other airport work where
17 so directed.
18

19 The supervisor and administrative responsibilities of CSCs listed above are also
20 performed by other Company employees not covered by this Agreement.
21

- 22 D. In addition to the work described in Paragraphs B.1 through B.4 above, where a
23 CSC - Tower or CSA - Tower duty assignment is utilized, their work will also include
24 normal and customary tower work as so directed.
25
- 26 E. In addition to the work described in Paragraphs B.1 through B.4 above, where a
27 CSC - POC or CSA - POC duty assignment is utilized, their work will also include
28 normal and customary passenger operation control work as so directed.
29
- 30 F. In addition to the work described in Paragraphs B.1 through B.4 above, where CSC
31 - Training are utilized, their work also includes normal and customary training work
32 as so directed.
33
- 34 G. For the Premium Guest Services Group, there is work that: (1) shall be performed
35 exclusively by PGSCs, LPGSRs and PGSRs; (2) may be performed by PGSCs,
36 LPGSRs and PGSRs or contractors; and (3) may be performed by PGSCs,
37 LPGSRs, and PGSRs, contractors or other Company employees:
38
- 39 1. The following work is performed exclusively by PGSCs, LPGSRs, and
40 PGSRs at Admirals Club lounges, Flagship lounges, Flagship check-in
41 locations, business centers or other areas within the airports established to
42 service the Company's premium customers:
43
- 44 a. servicing premium customers (ConciergeKey, Five Star Service,
45 Executive Services and International Premium) to include ticketing
46 and problem resolution, domestic and international ticketing

- 1 functions, management of guest needs, concierge services, and
2 operational functions (e.g., assistance with boarding and assistance
3 with tight connections) (except where performed by CSCs and CSAs
4 when a PGSC, LPGSR or PGSR is not available);
5
6 b. Admirals Club enrollment/sales;
7
8 c. Frequent traveler enrollment;
9
10 d. passenger check-in and/or passenger seat assignment;
11
12 e. booking of club and lounge conference rooms and arranging
13 associated catering services/business services;
14
15 f. issuing, reissuing and refunding passenger tickets;
16
17 g. issuing upgrades;
18
19 h. booking and confirming flight reservations;
20
21 i. customer check-in, ticketing and baggage acceptance at Flagship
22 check-in locations; and
23
24 j. assisting premium customers with technology provided in lounges
25 and clubs.
26
27 2. Work that may be performed by a PGSC, LPGSR, PGSR or a contractor at
28 Admirals Club lounges, Flagship lounges, Flagship check-in locations,
29 business centers or other areas within the airports established to service
30 the Company's premium customers includes:
31
32 a. providing food and beverages to club and lounge customers;
33
34 b. transporting customer bags to and from Flagship check-in locations
35 (e.g., moving bags from a Flagship check-in location to a screening
36 area); and
37
38 c. maintaining the appearance of the lounges and clubs.
39
40 3. Work that may be performed by a PGSC, LPGSR, PGSR, a contractor or
41 other Company employees at Admirals Club lounges, Flagship lounges,
42 Flagship check-in locations, business centers, or other areas within the
43 airports established to service the Company's premium customers includes:
44
45 a. work performed by bar stewards; and

1 b. any other premium services work not listed above.

2
3 H. As set forth above, the work of PGSCs and LPGSRs shall include the same work
4 as that of a PGSR. When and where PGSCs and LPGSRs are utilized by the
5 Company, they will be responsible for the overall performance within their work
6 area. In addition, as working members of the Premium Guest Services Group,
7 PGSCs and LPGSRs may be required to lead and direct the work of other
8 employees, which includes but is not limited to:

- 9
10 1. providing verbal coaching to employees related to their performance;
11
12 2. providing verbal and/or written input to management regarding the overall
13 or individual employee performance of the workforce within their work area;
14 provided, however, that Management, not a PGSC or LPGSR, will make
15 any determination as to whether discipline will be imposed;
16
17 3. temporarily resolving extreme personnel emergencies when management
18 is not present or available, to include sending employees home pending
19 management investigation and action; provided, however, that
20 management, not a PGSC or LPGSR, will make any determination as to
21 whether an unpaid suspension will be imposed;
22
23 4. performing reasonable and customary administrative duties;
24
25 5. premium guest services instruction and training of employees covered by
26 this Agreement and other employee groups where so directed; and
27
28 6. resolving customer complaints and performing any other airport work where
29 so directed.
30

31 The supervisor and administrative responsibilities of PGSCs and LPGSRs listed
32 above are also performed by other Company employees not covered by this
33 Agreement.
34

35 I. For the Travel Center Group, there is work that: (1) shall be performed exclusively
36 by TCRs at travel center facilities; or (2) may be performed by TCRs, contractors
37 or other Company employees at travel center facilities:
38

- 39 1. The following work is performed exclusively by TCRs at travel center
40 facilities:
41
42 a. issuing, reissuing and refunding of passenger tickets;
43
44 b. booking and confirming flight reservations;
45
46 c. issuing upgrades and/or passenger seat assignments;

- 1 d. issuing, reissuing and refunding non-revenue tickets; and
2
3 e. Admirals Club and frequent traveler enrollment.
4
5 2. Work that may be performed by a TCR, a contractor or other Company
6 employees at travel center facilities includes:
7
8 a. voluntary outside sales calls;
9
10 b. inside sales calls;
11
12 c. maintaining the appearance of the travel center facility; and
13
14 d. any other travel center work not listed above.
15
16 J. For the Reservations Group, there is work that: (1) shall be performed exclusively
17 by OBRs and HBRs; and (2) may be performed by OBRs, HBRs, contractors or
18 other Company employees:
19
20 1. The following work is performed exclusively by OBRs and/or by HBRs at
21 Company Reservation Centers or at HBR residences:
22
23 a. Normal and customary work associated with a customer calling from
24 one of the fifty (50) United States, for assistance from an OBR or
25 HBR for:
26
27 i. booking, re-accommodating and confirming flight
28 reservations;
29
30 ii. issuing seat assignments;
31
32 iii. soliciting and providing ticketing options when applicable;
33
34 iv. providing required and/or requested information to callers;
35 and
36
37 v. handling sales and reservations calls.
38
39 b. Normal and customary work associated with the handling of support
40 functions for:
41
42 i. Resolution Service Desks;
43
44 ii. Queues;

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- iii. Group and Meeting Travel;
 - iv. Tariffs;
 - v. AAdvantage and Elite traveler award redemption;
 - vi. Admirals Club member services;
 - vii. frequent traveler enrollment;
 - viii. Special Assistance Coordinator Desk;
 - ix. servicing premium guests (Gold, Platinum, Platinum Pro, Executive Platinum, ConciergeKey, and Five Star Service);
 - x. Around the World (ATW) desk;
 - xi. AirPass; and
 - xii. Vacations, including the selling, servicing and administration of all components of vacation packages.
- c. Normal and customary work associated with the handling of telephone calls to the Reservations Group regarding mishandled baggage claims:
- i. providing passengers with status updates on their baggage claims;
 - ii. reviewing/amending/updating damaged, delayed/lost and pilfered baggage reports;
 - iii. creating reports for missing carry-on property;
 - iv. creating claims for damaged and/or pilfered baggage;
 - v. interfacing with station personnel to obtain updated baggage and/or delivery information;
 - vi. providing basic baggage claim processing information;
 - vii. authorizing reimbursement for consequential expenses allowable under the Company and departmental rules; and
 - viii. handling System Baggage Service Desk calls.

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

3
4 2. Work that may be performed by OBRs, HBRs, a contractor or other
5 Company employees includes:

- 6
- 7 a. training and instructing other employees;
- 8
- 9 b. foreign language calls;
- 10
- 11 c. web and mobile technical assistance, including completing any
12 ticketing transaction necessary to avoid transferring the call;
- 13
- 14 d. social media, including completing any ticketing transaction
15 necessary to avoid transferring the call;
- 16
- 17 e. government calls and other work performed by the Washington desk;
- 18
- 19 f. testing of new or updated reservations computer programs, functions
20 and systems;
- 21
- 22 g. Text Telephone (TTY);
- 23
- 24 h. Air Marshal bookings;
- 25
- 26 i. rental car or other service solicitation;
- 27
- 28 j. home based technical support;
- 29
- 30 k. AAdvantage account servicing calls;
- 31
- 32 l. non-revenue travel reservations;
- 33
- 34 m. Chat work; provided, the Company will train and qualify Reservations
35 employees equal to ten percent (10%) of the number of Company
36 employees who are dedicated to chat work as of Date of Signing of
37 this Agreement and the Company shall maintain at least that number
38 for the term of this Agreement, as measured on a rolling 6-month
39 average; and
- 40
- 41 n. any other reservations work not listed above.
- 42

43 3. The HBR program shall operate according to the following:

- 1 a. To be eligible for an HBR position, the employee must satisfy the
2 minimum qualifications and performance standards, as applicable,
3 established by the Company.
4
- 5 b. The Company retains the right to determine how many positions are
6 designated as OBR positions and how many are designated as HBR
7 positions (an HBR on the seniority list as of the effective date of this
8 Agreement shall not be adversely affected by the operation of this
9 provision).
10
- 11 c. An employee who holds an HBR position shall reside within seventy-
12 five (75) linear miles of a Company facility. The Company may
13 increase the radius of any HBR at its discretion. HBRs may be
14 required to report to a Company facility as directed by the Company
15 (e.g., for training or meetings, during power failures or technical
16 hardware or software failures, failure to maintain sufficient and stable
17 upload/download speeds, to address performance issues, etc.).
18
- 19 d. An employee who holds an HBR position shall reside where there is
20 access to the communication services required by the Company.
21
- 22 e. Subject to the limitations in Paragraphs 3.a, 3.c and 3.d above, if the
23 Company decides to fill a vacancy in a HBR position, the vacancy
24 shall be filled in accordance with Article 9 of this Agreement;
25 provided, however, the filling of an HBR vacancy will be voluntary,
26 notwithstanding the provisions of Article 9 of this Agreement.
27
- 28 f. The employee will provide, at their sole expense, computer
29 hardware and its maintenance. The employee will be responsible,
30 at their sole expense, for the monthly cost and installation, if
31 applicable, of internet services and, if required by the Company,
32 any additional phone line(s).
33
- 34 g. Employees in HBR positions will be:
35
- 36 i. Required to submit and maintain on file with the Company a
37 current residential address and telephone number.
38
- 39 ii. Required to provide an adequate space in their home that, to
40 the extent reasonably possible, is free from all outside
41 distractions (e.g., noise from children, animals,
42 television/radio or any other noise distractions).
43
- 44 iii. Required to obtain any necessary office equipment/supplies
45 including but not limited to a desk, chair, pens, paper, storage,
46 etc.

- 1 iv. Required to maintain adequate transportation and be
2 available to report, as required by the Company, to a facility
3 designated by the Company.
4
- 5 v. Responsible for the cost of necessary utilities, including any
6 additional ongoing utility cost associated with an HBR
7 position.
8
- 9 h. An HBR employee who moves their residence, will be responsible
10 for all costs associated with moving, and must notify the Company
11 not less than seventy-two (72) hours prior to working from a new
12 address.
13
- 14 i. HBR employees who transfer to another position in the Company or
15 terminate employment will be responsible to disconnect and
16 personally return all Company-owned HBR assigned equipment to
17 the location as designated by the Company in good working order
18 and in a timely fashion.
19
- 20 K. Duty assignments and functions will be defined based on the needs of the service
21 and may be redefined at management discretion. Duty assignments may be
22 location-specific and may consist of a single job assignment or a combination of
23 two or more job assignments.
24
- 25 L. Qualified employees may be cross-utilized between groups, classifications and/or
26 duty assignments within the location and may back up other duty assignments
27 under this Agreement based on the needs of the service as described in Article 5
28 of this Agreement. "Qualified" as used in this Article shall have the same definition
29 as set forth in Article 5.S.
30
- 31 M. An employee designated as open time/relief will bid work schedules as determined
32 on a local basis based on the needs of service. Such work may be a mixture of
33 shifts, classifications and/or duty assignments within a work week.
34
- 35 N. In the event the Company establishes any new job classification or job title
36 involving work covered by this Agreement, the Company shall meet with the Union
37 to establish the rates of pay and other conditions of employment for the new
38 classification or title. If agreement is not reached within ninety (90) days of the first
39 meeting, the Company and the Union will promptly submit the unresolved pay and
40 conditions of employment issues to an independent arbitrator for final
41 determination, using the panel list of arbitrators as described in Article 26 of this
42 Agreement. The arbitrator shall base their review on comparisons to similarly
43 situated employees of the following companies: Delta Air Lines and United Airlines.
44 The Company may implement and staff the new position at any time within its
45 discretion, but any negotiated changes or changes as a result of an arbitrator's
46 award will be retroactive to the first day.

1 **ARTICLE 5 - HOURS OF SERVICE**
2

- 3 A. For purposes of computing pay, the work week shall begin at 0000 hours Monday
4 morning, and last through and until 2359 hours Sunday evening and includes any
5 tour of duty that begins during this period.
6
- 7 B. For full-time employees, a work week will consist of (i) five (5) scheduled work
8 days, and two (2) consecutive calendar days off, or (ii) four (4) scheduled work
9 days and three (3) consecutive calendar days off, except for:
10
- 11 1. schedule rebids;
12
- 13 2. employee shift trades; or
14
- 15 3. open-time/relief employees as described in Paragraph D below.
16
- 17 C. For part-time employees, a work week will consist of a minimum of two (2)
18 consecutive days off.
19
- 20 D. For open-time/relief employees, a minimum of four (4) scheduled days off will be
21 provided within each two (2) week pay period. The Company will make every effort
22 to post lines of work with consecutive days off each week.
23
- 24 E. A work day shall be a twenty-four (24) hour period beginning at 0000 hours local
25 time. All consecutive time worked in any tour of duty, including overtime and shift
26 trades, shall be considered as work performed on the day during which the
27 employee's regular shift began.
28
- 29 F. Shift periods for full-time employees will be as follows:
30
- 31 1. A full-time shift for an employee whose work week consists of five (5)
32 scheduled work days will consist of eight and one-half (8.5) consecutive
33 hours, including a one-half (0.5) hour unpaid meal period.
34
- 35 2. A full-time shift for an employee whose work week consists of four (4)
36 scheduled work days will consist of ten and one-half (10.5) consecutive
37 hours, including a one-half (0.5) hour unpaid meal period.
38
- 39 G. Shift periods for part-time employees will be a minimum of twelve (12) hours per
40 work week and a maximum of thirty (30) hours per work week.
41
- 42 1. In Class I stations, shift periods for part-time employees will be a minimum
43 of four (4) consecutive hours and a maximum of six and a half (6.5)
44 consecutive hours per day.

- 1 2. In Class II stations, shift periods for part-time employees will be a minimum
2 of three (3) consecutive hours and a maximum of six and a half (6.5)
3 consecutive hours per day.
4
- 5 3. In all reservations locations, shift periods for part-time employees will be a
6 minimum of four (4) consecutive hours and a maximum of six (6)
7 consecutive hours per day, except for Saturdays and Sundays, when the
8 Company may schedule a part-time employee for a maximum of ten and
9 one-half (10.5) hours; provided however, that no more than fifteen percent
10 (15%) of the schedule bid lines at each location contain shifts of more than
11 six (6) consecutive hours per day.
12
- 13 H. Reservations employees will be provided one (1) five (5) minute work readiness
14 period on each scheduled workday. The timing of the work readiness period shall
15 be designated by the Company at its discretion. Reservations employees shall use
16 this work readiness period to review Company-issued communications and notices
17 directly impacting their Reservations work.
18
- 19 I. Break and meal periods shall be as follows; provided, however, that to the extent
20 applicable law requires that employees covered by this Agreement be provided
21 with different break and meal periods than are set forth in this Agreement and such
22 law cannot be waived by the parties, an employee shall be entitled to the more
23 generous break and meal period schedule provided by applicable law or this
24 Agreement:
25

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.

- 26
- 27 1. Breaks may not be scheduled concurrent with the meal period, start time or
28 end time of a shift, except as provided in Paragraph J.3 below.
29
- 30 J. Meal periods shall be assigned as follows:
31
- 32 1. The Company will make every effort to provide meal periods within ninety
33 (90) minutes before or after the midpoint of a scheduled shift, except as
34 provided in Paragraph J.3 below. An employee who, at Company request,
35 is unable to begin his meal period during such time will be provided a thirty
36 (30) minute meal period paid at straight time rates.

1 2. An employee who, at Company request, is unable to take any meal period
2 will receive pay for the thirty (30) minute meal period at time and one-half
3 (1.5) rates.
4

5 3. In all reservations locations, employees who are scheduled for eight and
6 one-half (8.5) hours or more may elect a creative break schedule. The
7 following choices for break pattern selection will be selected by employees
8 at bid time and will remain in effect for the duration of the bid:
9

10 a. 15 minute break (paid) and 45 minute lunch (30 minutes unpaid and
11 15 minutes paid);
12

13 b. 45 minute lunch (30 minutes unpaid and 15 minutes paid) and 15
14 minute break (paid);
15

16 c. 30 minute lunch (unpaid) and 30 minute break (paid);
17

18 d. 60 minute break or lunch (30 minutes paid and 30 minutes unpaid);
19 or
20

21 e. 15 minute break (paid) and 30 minute lunch (unpaid) and 15 minute
22 break (paid).
23

24 K. In the event that circumstances beyond the Company's control as defined in
25 Articles 12 and 15 (e.g., acts of God, strikes, etc.) cause the operation to be
26 reduced or stopped, the Company may release employees from duty. In the event
27 full-time employees are released from duty pursuant to this Paragraph, employees
28 who have reported for work and are released will be paid for actual hours worked
29 or a minimum of four (4) hours whichever is greater. In the event part-time
30 employees are released from duty pursuant to this Paragraph, employees who
31 have reported for work and are released will be paid for actual hours worked or a
32 minimum of two (2) hours, whichever is greater. Based on the needs of service,
33 the Company will identify affected employees to be released from their shifts and
34 solicit volunteers, and where there are insufficient volunteers, employees will be
35 released in reverse seniority order.
36

37 Employees released from duty under this provision may elect to be paid for that
38 time in a shift not paid in accordance with the above by using unbid vacation, or
39 the time off shall be unpaid.
40

41 L. The following will apply to schedule bidding:
42

43 1. Separate work schedules will be posted for each applicable duty
44 assignment in paper form at a station or location or in the Company's
45 electronic scheduling system. Award of work shifts, including scheduled
46 start time, shift length and scheduled days off, shall be based on Passenger

1 Service seniority. The Company will meet with the Association
2 (telephonically or in person) to consider input from the Association when
3 establishing shift schedules at each location; provided, however, that the
4 Company may proceed without the Association's input if an Association
5 representative is not available.
6

7 2. Employees will be given a minimum of fourteen (14) days' notice when a
8 schedule rebid is to take place. Work schedules, with seniority rosters and
9 bid times where applicable, are posted for bid by active employees as far in
10 advance as practical, or a minimum of seven (7) calendar days. The posting
11 shall contain the scheduled start time, shift length, scheduled days off and
12 effective date. Once the bidding process is completed, schedule bid awards
13 will be posted in paper or electronic form at a station or location, a minimum
14 of fourteen (14) calendar days, or seven (7) calendar days for open-
15 time/relief, prior to the effective date of the new work schedule. The
16 Company will post schedule bid awards for open-time/relief in the
17 Company's electronic scheduling system as soon as practical, and will
18 make all reasonable efforts to do so no later than five (5) calendar days prior
19 to the effective date of the new work schedule. The Company will post all
20 other schedule bid awards in the Company's electronic scheduling system
21 as soon as practical and will make all reasonable efforts to do so no later
22 than fourteen (14) calendar days prior to the effective date of the new work
23 schedule; provided, however, that if the Company establishes an electronic
24 scheduling system that is remotely accessible by employees, the Company
25 may post all other schedule bid awards at airport locations no later than ten
26 (10) calendar days prior to the effective date of the new work schedule and
27 at reservations locations no later than eight (8) calendar days prior to the
28 effective date of the new work schedule.
29

30 3. At airport locations that do not bid electronically, employees will be allowed
31 to bid in person at their appointed bidding time. At airport locations that bid
32 electronically, employees who are working at their appointed bidding time
33 will be released for a sufficient amount of time in order to bid with no loss of
34 pay. If unavailable to bid, employees may bid by proxy or by other means
35 established by local management (e.g., electronically or telephonically). At
36 airport locations, employees who bid electronically shall receive an
37 electronic confirmation of receipt of their bid within one (1) hour of its
38 submission, when that functionality is available in the electronic bidding
39 system. An employee at a reservations location shall receive training in the
40 bid system. At reservations locations, employees who bid electronically
41 shall receive an electronic confirmation of receipt of their bid the next
42 calendar day.

- 1 4. The Shop Steward on duty or other on duty employee designated by the
2 Association is allowed to be present during the bidding process if not
3 electronic, and is allowed to review the results of the bidding process if
4 electronic.
5
- 6 5. An active employee who fails to bid will be assigned an available work
7 schedule within their duty assignment after completion of the bid. An active
8 employee who reports late for bidding, but while the bidding process is
9 ongoing, will be permitted to bid on remaining available lines at the time
10 they report.
11
- 12 6. An employee on an authorized leave of absence as defined in Article 17 of
13 this Agreement, or off due to occupational injury or on a Company
14 temporary deployment on the date a bid is posted will not be permitted to
15 bid. This provision does not apply to employees on intermittent Family
16 Medical Leave, Jury Duty, Bereavement Leave, Short Term Union Leave or
17 annual two (2) week Military Reservist Training. Employees returning to
18 active duty will be assigned to their previous duty assignment. Such
19 employees who were not permitted to bid the most current work schedule
20 will be assigned a shift and days off within their duty assignment consistent
21 with their seniority. If needs of service do not allow the employee to be
22 assigned a shift and days off consistent with their seniority, the Company
23 will rebid the work schedule within thirty (30) days of the employee's return
24 to active duty.
25
- 26 7. Each scheduled line of work will contain the same days off each week and
27 will contain the same shift start time on the same day of each week
28 throughout the bid period, except where otherwise provided for in this
29 Agreement.
30
- 31 8. Work schedules will be rebid based on the needs of the service or a
32 minimum of three (3) times per calendar year and will not remain in effect
33 longer than one hundred fifty (150) days.
34
- 35 M. During a bid period, if it becomes necessary to temporarily adjust employees' work
36 schedules, duty assignments, scheduled start times or scheduled days off, the
37 following procedures shall apply to affected employees:
38
- 39 1. When it becomes necessary to adjust scheduled days off, employees
40 subject to adjustment will be given a minimum of five (5) calendar days'
41 notice.
42
- 43 2. When it becomes necessary to adjust scheduled start times, employees
44 subject to adjustment will be given a minimum of forty-eight (48) hours
45 notice.

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

- 1 2. Employees are expected to submit shift trades as far in advance as
2 practical. The deadline for submitting shift trades is 6:00 PM local time for
3 any shift trades to be effective the following day, except that at all
4 reservations locations, the deadline will be thirty (30) minutes prior to the
5 trade to be worked. The Company in its discretion may approve an untimely
6 shift trade request based on extenuating circumstances.
7
8 3. Employees who trade shifts become responsible to work the shift so agreed
9 to as if it were part of their regular work schedule. Employees shift trading
10 to work another employee's shift will assume the lunch/break and duty
11 assignment schedule associated with that shift.
12
13 4. Probationary employees, as defined in Article 22 of this Agreement, are not
14 eligible to participate in shift trades under these provisions until they have
15 completed ninety (90) calendar days of active service which will include
16 training.
17
18 5. No overtime payment will be paid to an employee as a result of working
19 another employee's shift under these provisions. The employee who trades
20 to work will be compensated at straight time rates for the hours worked.
21
22 6. An employee who has an approved shift trade to work for another employee
23 may shift trade this entire obligation with one other employee and this shift
24 trade will count toward the semi-annual maximum as described in
25 Paragraph Q.11 below.
26
27 7. An employee at an airport or travel center may trade their full shift or a
28 portion thereof with up to two (2) other employees. A partial trade shall be
29 for a minimum of one (1) hour, and thereafter in fifteen (15) minute
30 increments (e.g., one (1) hour, one hour and fifteen (15) minutes, one hour
31 and thirty minutes (1.5), etc.). The trade(s) in relation to a shift will count as
32 a single transaction towards the semi-annual shift trade maximum as
33 described in Paragraph Q.11 below.
34
35 8. An employee at a reservations location may trade their full shift or a portion
36 thereof with up to six (6) other employees, if manual processing is not
37 required. A partial trade shall be for a minimum of thirty (30) minutes, and
38 thereafter in fifteen (15) minute increments (e.g.,) forty-five (45) minutes,
39 one (1) hour, one hour and fifteen (15) minutes, etc.). The trade(s) in relation
40 to a shift will count as a single transaction towards the semi-annual shift
41 trade maximum as described in Paragraph Q.11 below.
42
43 9. At airport locations and travel centers, shift trades resulting in an overlap of
44 up to one-half (0.5) hour during the first and last thirty (30) minutes of the
45 scheduled shift may be approved subject to the needs of service.

- 1 10. Employees may work a maximum of sixteen (16) hours during a twenty-four
2 (24) hour period, i.e., 0000 hours through 2359 hours, as a result of shift
3 trades, excluding meal periods. Employees will be permitted to work,
4 excluding meal periods, up to fourteen (14) hours on consecutive days as
5 a result of shift trades.
6
- 7 11. Employees may shift trade off their regularly scheduled shift a maximum of
8 sixty-four (64) times per each six (6) month period from January 1st through
9 June 30th and July 1st through December 31st. A shift trade involving an
10 exchange of shifts in a ninety (90) day period will not count toward the semi-
11 annual maximum.
12
- 13 12. Cancellation of an approved trade must be submitted on the appropriate
14 form, electronically or on paper, and submitted within the same time frames
15 established for submission of shift trades. If a trade is cancelled, it will not
16 count toward the semi-annual maximum.
17
- 18 13. In circumstances where shift trades have been approved and where the
19 employee who is scheduled to work for another employee is unable to do
20 so (e.g., due to a leave of absence (paid or unpaid), transfer, termination,
21 jury duty, schedule rebid, occupational injury), the Company reserves the
22 right to cancel an approved shift trade provided ten (10) days' notice is given
23 to affected employees. The Company will notify employees of shift trade
24 cancellations electronically.
25
- 26 14. Employees shift trading to a lower rated classification shall not have their
27 rates of pay reduced. Employees shift trading to a higher rated classification
28 shall not receive a premium.
29
- 30 R. Employees may not be scheduled for less than a nine (9) hour rest period between
31 shifts, except HBR employees, who may be scheduled for a rest period no less
32 than eight (8) hours. This provision does not apply to employees who voluntarily
33 bid into situations involving less than nine (9) hours of off duty time or participate
34 in shift trades which result in less than nine (9) hours of off duty time.
35
- 36 S. Severe Weather/Natural Disaster
37
- 38 1. Employees are expected to make every reasonable effort to report to work
39 during periods of inclement weather (e.g., snowstorms, ice storms,
40 haboobs, hurricanes, tornados, earthquakes, etc.). Employees are not
41 required to report to work if travel is prohibited by state or local authorities.
42 Employees who are verifiably unable to report to work or report late to work
43 during these conditions may account for lost time in one of the following
44 ways:

- 1 a. unbid vacation; or
2
3 b. make up time (the employee will be eligible to work a like period of
4 time on a scheduled shift at a time selected by the employee. Such
5 employee will notify the Company of the shift to be worked as far in
6 advance as practical but no later than the day prior to the shift they
7 have selected to work. The shift must be worked within thirty (30)
8 calendar days of the absence and will be paid at straight time rates);
9 or
10
11 c. if the employee does not elect one of the options above, the absence
12 will be unpaid.
13
14 2. If less than a full complement of employees is required due to severe
15 weather, employees at affected locations may be granted time off within the
16 group, classification, duty assignment and shift in seniority order.
17 Employees granted time off under this provision may elect to be paid using
18 unbid vacation or may take the time off as unpaid.
19
20 3. As a result of severe weather/natural disaster, the Company may in its
21 discretion provide hotel rooms, meal vouchers and transportation to and
22 from the hotel to those employees necessary to maintain the operation.
23

24 T. Definition of Qualified

25
26 "Qualified" as used in this Article shall mean an employee who is trained and
27 possesses current knowledge that enables the employee to perform all job
28 functions of a duty assignment as well as any necessary clearances (e.g.,
29 security).
30

31 U. Reservations Flextime

- 32
33 1. Reservations flextime shall be pursuant to Company policy.
34
35 2. Before the Company changes its policy regarding reservations flextime, it
36 shall meet and confer with the Union regarding any proposed changes at
37 least sixty (60) days in advance of any changes.

1 **ARTICLE 6 - OVERTIME - CUSTOMER SERVICE**
2

3 A. The Company shall determine the number of overtime hours to be worked.
4 Overtime hours are defined as additional hours worked at the Company's request
5 over and above an employee's scheduled hours, and does not refer to rate of pay.
6

7 B. Where the Company determines that overtime is required, such overtime will be
8 offered on a voluntary basis to qualified and eligible employees on an equalized
9 basis, with the employee with the lowest equalization being offered overtime first;
10 provided that in the event two (2) or more employees have the same equalizations,
11 the overtime shall be offered in seniority order. The equalization number will be
12 reset to zero for all employees each calendar quarter. The quarterly resets will
13 occur prior to offering overtime for January 1, April 1, July 1, and October 1 of each
14 year.
15

16 C. Employees are considered qualified for overtime when they are trained and
17 possess current knowledge that enables the employee to perform all job functions
18 of the overtime assignment and the necessary clearances (e.g., security).
19

20 D. Employees are considered eligible for overtime except when:
21

22 1. not available to work the entire overtime period. A one-half (0.5) hour
23 overlap of the scheduled or swapped on shift and the overtime period may
24 be permitted based on needs of service. The one-half (0.5) hour overlap will
25 be paid as part of the scheduled or swapped on shift, and will not be
26 considered part of the overtime shift; or
27

28 2. scheduled off for an entire shift for vacation, voluntary time off (VTO),
29 training, authorized Company business, authorized Union business, jury
30 duty, sick leave (paid or unpaid) for an entire shift, any type of leave of
31 absence (paid or unpaid), disciplinary suspension, bereavement leave,
32 occupational injury leave (paid or unpaid) or mandatory reservist training
33 with orders. In these instances, employees will be ineligible for the entire
34 day except that they may volunteer to work prior to mandatory assignment
35 of overtime; or
36

37 3. on an awarded vacation week; an employee's vacation shall be considered
38 to commence at the conclusion of their last shift (scheduled or extended by
39 mandatory overtime) prior to their first day of vacation and shall end at the
40 start of their first regularly scheduled shift following the conclusion of their
41 vacation, although an employee may sign-up on the availability list for
42 overtime during the period following their last regularly scheduled shift up
43 to the start of their first vacation day and for the period following the
44 conclusion of their last vacation day up to the start of their regularly
45 scheduled shift following the conclusion of their vacation. Employees on

1 vacation, including those who sign up for such periods, will not be subject
2 to any mandatory overtime assignments.
3

4 E. Employees shall be equalized based on the actual overtime hours worked and, if
5 signed up on the overtime lists, for actual overtime hours offered and refused and
6 for those overtime hours for which the signed-up employee could not be contacted.
7 Overtime lists will be established, combining full-time and part-time employees, for
8 each duty assignment and classification. Only those employees signed up on the
9 overtime lists will be contacted. The Company will maintain two (2) voluntary
10 overtime lists: one (1) list for those employees volunteering to work less than four
11 (4) hours of anticipated overtime, which shall be referred to as the “shift extension
12 overtime list;” and one (1) list for those employees volunteering to work four (4)
13 hours or more of voluntary overtime, which shall be referred to as the “overtime
14 list.”
15

16 F. The Company will offer, subject to the equalization procedures in Paragraph B
17 above, shift extension overtime to those employees on the shift extension
18 overtime list, unless otherwise specified below, whose shift ends closest to but
19 within one (1) hour of the start time of the shift extension overtime period or those
20 employees whose start time is closest to but within one (1) hour of the end of the
21 shift extension overtime period, in the following order:
22

- 23 1. Employees within the location, duty assignment and classification.
- 24 2. Employees within the location and classification, but outside the duty
25 assignment.
26
- 27 3. Employees within the location, duty assignment and group, but outside the
28 classification.
29
- 30 4. Employees within the location and group, but outside the classification and
31 duty assignment.
32
- 33 5. Employees within the location and Passenger Service, but outside the
34 group.
35
- 36 6. Volunteers not on the shift extension overtime list at the same location and
37 within Passenger Service.
38
- 39 7. Mandatory assignment as described in Paragraph U of this Article.
40

- 1 G. The Company will offer, subject to the equalization procedures in Paragraph B
2 above, all other voluntary overtime to employees on the overtime list, unless
3 otherwise specified below, in the following order:
4
- 5 1. Employees within the location, duty assignment and classification.
6
 - 7 2. Employees within the location, duty assignment and group, but outside the
8 classification.
9
 - 10 3. Employees within the location and group, but outside the duty assignment.
11
 - 12 4. Volunteers not on the overtime list within the group from other locations at
13 the Company's discretion related to the availability of overtime within the
14 Premium Services group.
15
 - 16 5. Employees within the location and Passenger Service, but outside the
17 group.
18
 - 19 6. Volunteers within the location and Passenger Service not on the overtime
20 list, or at the Company's discretion, volunteers from other locations within
21 Passenger Service.
22
 - 23 7. Mandatory assignment as described in Paragraph U of this Article.
24
- 25 H. Employees will be contacted at the phone number on the overtime list(s). It is the
26 employee's responsibility to ensure that the overtime list(s) have the correct phone
27 number for contact. In the event of "no answers" or "voicemail answers" for
28 employees off-duty, the Company will continue the overtime calling process but
29 will leave a voicemail. Should an off-duty employee return the overtime call, they
30 will be permitted to accept any remaining available overtime. In the event of "no
31 answers" or "voicemail answers" for employees on duty, the Company will contact
32 the employee at work. Employees may also accept overtime by indicating an auto-
33 accept on the overtime list. The auto-accept option will only be available for
34 overtime offered for future dates (i.e., auto-accept will not be available if the
35 overtime is for the same day). It shall be the responsibility of an employee who has
36 auto accepted to check by a method designated by the Company to determine if
37 overtime has been assigned.
38
- 39 I. Open-time employees, on scheduled workdays, are considered for overtime within
40 the classification and duty assignment in which they are working. An open-time
41 employee on a scheduled day off will be considered available for overtime offered
42 within the duty assignment and classification the employee last worked on a
43 regularly scheduled work shift except that shift trades are not considered.

- 1 J. Employees entering a new duty assignment will be assigned the average overtime
2 hours in the new duty assignment for the purpose of equalization. Upon their return
3 to work, employees absent for more than fourteen (14) consecutive days, with the
4 exception of employees on vacation, will be assigned the average of the overtime
5 equalization list or their previous overtime hours, whichever is greater.
6
- 7 K. When operational conditions change which would no longer necessitate the
8 overtime that has been awarded to an employee, such overtime may be canceled,
9 provided a minimum of four (4) hours' notice is given. If less than four (4) hours'
10 notice is provided, the employee awarded the original overtime shift will be offered
11 a minimum of four (4) hours work at the applicable rate, except that shift extension
12 overtime assignments which follow an employee's completed shift may be
13 canceled at any time.
14
- 15 L. Employees who accept overtime will have sixty (60) minutes in which to relinquish
16 the award. Following the sixty (60) minute period, employees will be responsible
17 to work the overtime shift, may not trade this obligation with another employee and
18 are not entitled to compensation for the overtime shift if they do not work it.
19
- 20 M. Overtime equalization lists will be maintained by duty assignment and employees'
21 names shall be listed in Passenger Service seniority order. Equalization lists will
22 be made available to the Union upon request.
23
- 24 N. If an employee(s) is bypassed for overtime, they will be paid the equal number of
25 hours bypassed at the applicable rate. The bypass payment will be limited to only
26 the employee(s) who should have been offered the overtime, based solely on the
27 information on the overtime call sheets which are used at the time of the overtime
28 distribution. The employee(s) will be charged the appropriate hours for equalization
29 purposes. An employee who was not signed up for overtime, cannot be considered
30 bypassed.
31
- 32 O. Employees will not work overtime where it would result in more than sixteen (16)
33 hours in any workday, excluding unpaid meal periods. Employees who have
34 worked sixteen (16) hours may only:
35
- 36 1. volunteer for additional overtime before others are mandatorily assigned,
37 except that no employee shall work more than twenty (20) consecutive
38 hours; or
39
 - 40 2. in the event of an emergency, be assigned additional overtime when no
41 other employees are available.

- 1 P. Workdays are defined as regularly scheduled or “shift swap worked” days.
2
3 1. Except as provided for in Paragraph U below, there will be a minimum daily
4 eight (8) hour overtime qualifier which must be satisfied prior to being
5 eligible for overtime rates.
6
7 2. The daily qualifier for determining overtime eligibility will include all regularly
8 scheduled hours worked, plus any shift swap hours worked, up to a
9 combined maximum of eight (8) hours.
10
11 3. Except as provided for in Paragraph U below, after the daily overtime
12 qualifier has been met, overtime will be paid at one and one-half (1.5) times
13 the regular rate for the first four (4) hours worked and two (2) times the
14 employee’s regular rate for all hours worked thereafter.
15
16 4. With respect to flexible scheduling, employees are paid straight-time rates
17 for regularly scheduled hours worked and shift swapped hours worked,
18 regardless of the length of the shift.
19
- 20 Q. Days off are defined as regularly scheduled or “shift swap off” days.
21
22 1. Except as provided for in Paragraph U below, there will be a weekly forty
23 (40) hour overtime qualifier which must be satisfied prior to being eligible
24 for overtime rates on any day off.
25
26 2. The weekly qualifier for determining overtime eligibility will include all:
27
28 a. regularly scheduled hours worked;
29
30 b. additional hours offered by the Company worked at straight time
31 rates;
32
33 c. shift swap hours worked not to exceed the total shift swap off plus
34 VTO hours;
35
36 d. short term Union leave time; and
37
38 e. paid bid vacation hours, including Day at a Time (DAT) vacation.
39
40 3. After the weekly overtime qualifier has been met, overtime will be paid at
41 one and one-half (1.5) times the regular rate for the first eight (8) hours
42 overtime worked and two (2) times the regular rate for all overtime hours
43 worked thereafter, except as provided for in Paragraphs Q.4 and U below.
44
45 4. Employees who shift trade to be off and who work overtime on that day off
46 shall be paid a maximum rate of time and one-half (1.5) the regular rate for

1 the first eight (8) hours of overtime worked and two (2) times the regular
2 rate for additional hours worked that day, except as provided for in
3 Paragraph U below.
4

5 R. Employees who shift trade into duty assignments different from their scheduled
6 duty assignments will be considered for overtime based upon their originally
7 scheduled duty assignment, except as provided for in Paragraph U below.
8

9 S. All overtime shall be computed to the nearest minute.
10

11 T. Break and meal periods for overtime shifts will be provided as follows; provided,
12 however, that to the extent applicable law requires that employees covered by this
13 Agreement be provided with different break and meal periods than are set forth in
14 this Agreement and such law cannot be waived by the parties, an employee shall
15 be entitled to the more generous break and meal period schedule provided by
16 applicable law or this Agreement:
17

Total Overtime Hours	Paid Breaks/Unpaid Meal Periods
2.5 - 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.

18 Breaks may not be scheduled consecutively with meal periods less than one (1)
19 hour of start time or end time of shift.
20
21

22 U. Mandatory Assignment of Overtime
23

24 1. Mandatory overtime may occasionally become necessary as a result of
25 irregular operations or unusual events. Mandatory overtime will only be
26 used when the Company determines it is essential to meet the minimum
27 needs of service and all voluntary options have been exhausted.

- 1 2. Employees will be given as much notice as possible and, at a minimum, one
2 (1) hour notice prior to the beginning of a mandatory overtime assignment.
3 Notice will be given electronically or in writing and will contain the reason
4 for the overtime and the approximate duration of the overtime. The
5 Company will also notify the Union when employees are being held on
6 mandatory overtime. Notice will include the approximate duration of such
7 mandatory overtime and the reason for the mandatory overtime. No later
8 than twenty-four (24) hours from the end of the mandatory overtime
9 assignment, a list of the names of the employees assigned will also be
10 provided.
- 11
- 12 3. Following exhaustion of all voluntary overtime options as set forth in this
13 Article, the Company shall assign mandatory overtime as follows:
- 14
- 15 a. When the mandatory overtime period is required for the current day,
16 it will be assigned in inverse seniority order in the following order:
- 17
- 18 i. Employees working part-time shifts within the duty
19 assignment whose shifts end within one (1) hour of the
20 required coverage period.
- 21
- 22 ii. Qualified employees working part-time shifts in the location
23 and classification but outside the duty assignment, whose
24 shifts end within one (1) hour of the required coverage
25 period.
- 26
- 27 iii. Employees working full-time shifts within the group and duty
28 assignment whose shifts end within one (1) hour of the
29 required coverage period.
- 30
- 31 iv. Qualified employees working full-time shifts within the group
32 but outside the duty assignment, whose shifts end within one
33 (1) hour of the required coverage period.
- 34
- 35 v. If no employees fall within these parameters, mandatory
36 assignment will be in the order provided for in Paragraph
37 U.3.c. of this Article.
- 38
- 39 vi. At airport locations with multiple terminals, the Company will
40 make reasonable efforts to assign mandatory overtime
41 pursuant to Paragraph U.3.a.(i) through U.3.a.(iv); provided,
42 however, that based on the needs of the operation, the
43 Company may apply the provisions in Paragraph U.3.a.(i)
44 through U.3.a.(iv) on a single terminal basis.

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- b. Overtime assigned under Paragraph U.3.a. will be continuous with the employee's shift.

- c. When mandatory overtime is required for the next calendar day, it will be assigned in inverse seniority order in the following order:
 - i. Part-time employees within the duty assignment.

 - ii. Qualified part-time employees in the location and group but outside the duty assignment.

 - iii. Full-time employees within the group and duty assignment.

 - iv. Qualified full-time employees in the location and group but outside the duty assignment.

4. The Company shall maintain for each shift(s) a list, in inverse seniority order, of qualified employees subject to the assignment of mandatory overtime. An employee assigned and who works a day of mandatory overtime shall have their name moved to the bottom of the next day's list for use in consecutive days of mandatory overtime. Each subsequent day of mandatory overtime shall be assigned beginning with the employee at the top of the list for such day. The particular list shall be reset when there is a break in days in the assignment of mandatory overtime.

5. An employee who has been assigned mandatory overtime will be afforded a period of not less than nine (9) hours rest from the completion of the mandatory overtime until the start of the employee's next scheduled shift. In the event that this rest period extends into the employee's next scheduled shift, the employee may elect to have the scheduled start time of their next shift adjusted to provide for an off-duty period of a minimum of nine (9) hours.

- a. In circumstances where the reduced rest period is solely a result of a mandatory overtime requirement, the employee will be paid straight time rates for all hours lost due to such adjustment (e.g., an employee scheduled to work 0600 to 1430 whose start time is adjusted to 0800 will only be required to work to 1430, and will be paid at straight time hours for the two (2) hours lost due to the adjustment).

- b. In circumstances where employee shift swaps or acceptance of voluntary overtime contribute to the reduced rest period, employees electing to adjust the start time of their next shift may either end their shift at their regularly scheduled end time and be paid for hours

1 worked or adjust the end time of their next scheduled shift to provide
2 for a full shift.

- 3
- 4 6. An employee who has worked sixteen (16) hours or a minimum of four (4)
5 hours overtime during a workday will not be assigned mandatory overtime
6 except when no other employees are available.
- 7
- 8 7. Employees will be released from mandatory overtime in the following order:
9
- 10 a. Full-time employees, in seniority order;
11
12 b. Part-time employees, in seniority order.
- 13
- 14 8. Mandatory overtime hours will be paid at the greater of an employee's
15 applicable rate of pay or one and one-half (1.5) times the employee's
16 applicable rate of pay. If an employee is required to work mandatory
17 overtime on two (2) or more consecutive days, the second and subsequent
18 days will be paid at the greater of the employee's applicable rate of pay or
19 two (2) times the applicable rate of pay. If any provision in the Article would
20 result in a higher rate of pay, the higher rate will apply.

- 21
- 22 V. Employees will be offered a minimum of four (4) hours work at the applicable rate
23 if:
24
- 25 1. The overtime is not continuous with their regular shift and is separated by
26 more than one (1) hour.
27
- 28 2. The employee is called in to work on their day off.
29
- 30 W. An employee working overtime in a lower rated classification within their group will
31 be paid the applicable rate for their own classification. An employee working
32 overtime in a higher rated classification within their group will be paid the applicable
33 rate for the higher rated classification. An employee working overtime in a different
34 group will be paid the applicable rate for their own classification and group.
35
- 36 X. Employees awarded overtime in a group will not be required to work such overtime
37 in a different group.

1 **ARTICLE 7 - OVERTIME - RESERVATIONS**
2

3 A. The Company shall determine the number of overtime hours to be worked in any
4 location and/or duty assignment. Overtime hours are defined as additional hours
5 worked at the Company's request over and above an employee's scheduled hours.
6

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

- 10
- 11 1. employees within the group and duty assignment;
 - 12
 - 13 2. employees within the group, but outside the duty assignment;
 - 14
 - 15 3. at the Company's discretion, other qualified Passenger Service employees;
16 and
 - 17
 - 18 4. mandatory assignment of overtime as described in Paragraph L of this
19 Article; provided, voluntary overtime is posted for at least one (1) hour prior
20 to any assignment of mandatory overtime.
21

22 C. Employees are considered eligible for overtime except when:

- 23
- 24 1. scheduled off for a partial shift for voluntary time off (VTO), or an entire shift
25 for vacation, authorized Company business, authorized Union business,
26 jury duty, sick leave (paid or unpaid) for an entire shift, any type of leave of
27 absence (paid or unpaid), disciplinary suspension, bereavement leave,
28 occupational injury leave (paid or unpaid) or mandatory reservist training
29 with orders. In these instances, employees will be ineligible for the entire
30 day except that they may volunteer to work prior to mandatory assignment
31 of overtime; or
32
 - 33 2. on an awarded vacation week; an employee's vacation shall be considered
34 to commence at the conclusion of their last regularly scheduled shift prior
35 to their vacation and shall end at the start of their first regularly scheduled
36 shift following the conclusion of their vacation, although an employee may
37 sign-up for overtime during the period following their last regularly
38 scheduled shift up to the start of their first vacation day and for the period
39 following the conclusion of their last vacation day up to the start of their
40 regularly scheduled shift following the conclusion of their vacation.
41 Employees on vacation, including those who sign up for such periods, will
42 not be subject to any mandatory overtime assignments.
43

44 D. When operational conditions change which would no longer necessitate the
45 overtime that has been offered to an employee, such overtime may be canceled,
46 provided a minimum of three (3) hours' notice is given. If less than three (3) hours'

1 notice is provided, employees will be permitted to work the original overtime hours
2 up to a maximum of three (3) hours at the applicable rate. Employees may cancel
3 a voluntary overtime shift up to one (1) hour prior to the commencement of that
4 shift, subject to any local policy that may allow for a cancellation less than one (1)
5 hour prior to the commencement of a voluntary overtime shift.
6

7 E. If an employee is bypassed for overtime, they will be paid the equal number of
8 hours bypassed at the applicable rate. The bypass payment will be limited to only
9 the employee(s) who should have been offered the overtime, based solely on the
10 information on the overtime call sheets which are used at the time of the overtime
11 distribution. An employee who was not signed-up for overtime cannot be
12 considered bypassed.
13

14 F. Employees will not work overtime where it would result in more than sixteen (16)
15 hours in any workday, excluding unpaid meal periods. Employees who have
16 worked sixteen (16) hours may only:
17

- 18 1. volunteer for additional overtime before others are mandatorily assigned,
19 except that no employee shall work more than twenty (20) consecutive
20 hours;
21
- 22 2. volunteer in the event of an emergency.
23

24 G. Workdays are defined as regularly scheduled or "shift swap worked" days.
25

- 26 1. Except as provided for in Paragraph L below, there will be a minimum daily
27 eight (8) hour overtime qualifier which must be satisfied prior to being
28 eligible for overtime rates.
29
- 30 2. The daily qualifier for determining overtime eligibility will include all regularly
31 scheduled hours worked, plus any shift swap hours worked, up to a
32 combined maximum of eight (8) hours.
33
- 34 3. Except as provided for in Paragraph L below, after the daily overtime
35 qualifier has been met, overtime will be paid at one and one-half (1.5) times
36 the regular rate for the first four (4) hours worked and two (2) times the
37 regular rate for all hours worked thereafter.
38
- 39 4. With respect to flexible scheduling, employees are paid straight-time rates
40 for regularly scheduled hours worked and shift swapped hours worked,
41 regardless of the length of the shift.

- 1 H. Days off are defined as regularly scheduled or “shift swap off” days.
2
3 1. Except as provided for in Paragraph L below, there will be a weekly forty
4 (40) hour overtime qualifier which must be satisfied prior to being eligible
5 for overtime rates on any day off.
6
7 2. The weekly qualifier for determining overtime eligibility will include all:
8
9 a. regularly scheduled hours worked;
10
11 b. additional hours offered by the Company worked at straight time
12 rates;
13
14 c. shift swap hours worked not to exceed the total shift swap off plus
15 any VTO hours;
16
17 d. short term Union leave hours; and
18
19 e. paid bid vacation hours, including DAT.
20
21 3. After the weekly overtime qualifier has been met, overtime will be paid at
22 one and one-half (1.5) times the regular rate for the first eight (8) hours
23 overtime worked and two (2) times the regular rate for all overtime hours
24 worked thereafter, except as provided for in Paragraphs H.4 and L below.
25
26 4. Employees who shift trade to be off and who work overtime on the day off
27 shall be paid a maximum rate of time and one-half (1.5) for the first eight (8)
28 hours of overtime worked and two (2) times the regular rate for additional
29 hours worked that day, except as provided for in Paragraph L below.
30
31 I. Employees who shift trade into duty assignments different from their scheduled
32 duty assignments will be considered for overtime based upon their originally
33 scheduled duty assignment, except as provided for in Paragraph L below.
34
35 J. All overtime shall be computed to the nearest minute.
36
37 K. Break and meal periods for overtime shifts will be provided as follows; provided,
38 however, that to the extent applicable law requires that employees covered by this
39 Agreement be provided with different break and meal periods than are set forth in
40 this Agreement and such law cannot be waived by the parties, an employee shall
41 be entitled to the more generous break and meal period schedule provided by
42 applicable law or this Agreement:

Total Overtime Hours	Paid Breaks/Unpaid Meal Periods
2.5 - 4.0 hours	One 15 minute paid break; provided, however, that an employee who is scheduled for ten (10) consecutive hours in conjunction with their overtime hours shall be eligible to take their 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.

2

3 L. Mandatory Assignment of Overtime

4

5 1. Mandatory overtime may occasionally become necessary as a result of
6 irregular operations or unusual events. Mandatory overtime will only be
7 used when the Company determines it is essential to meet the minimum
8 needs of service and all voluntary options have been exhausted.

9

10 2. Employees will be given a minimum of one (1) hour notice prior to the
11 beginning of a mandatory overtime assignment. Notices will be given
12 electronically and will contain the reason for the overtime and the
13 approximate duration of the overtime. The Company will make a reasonable
14 effort to notify the Union prior to the assignment of mandatory overtime.
15 Notice will include the approximate duration of such mandatory overtime
16 and the reason for the mandatory overtime. No later than twenty-four (24)
17 hours from the end of the mandatory overtime assignment, a list of the
18 names of the employees assigned will also be provided.

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- 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, 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 L.3.a.i-v, the Company may assign mandatory overtime to any on-duty employee not to exceed a total of twelve (12) hours in a day. Prior to assigning such, the Company shall wait one (1) hour from the time of assignment of mandatory overtime.
 - b. Overtime assigned under Paragraph L.3 of this Article will be continuous with the employee's shift, unless mutually agreed otherwise between the Company and the employee.
 - c. For the purposes of this Paragraph L.3, hours include all hours worked on the applicable day.
- 4. An employee shall not be subject to assignment of mandatory overtime on their days-off.
- 5. An employee who has worked twelve (12) hours during a workday will not be assigned mandatory overtime; provided, however, that in the event of extreme operational irregularity, the Company may assign mandatory overtime for up to fourteen (14) hours per day for both full-time and part-time employees. The Company will notify the Union prior to assigning overtime in excess of twelve (12) hours per day.

- 1 6. An employee who volunteers for overtime on a day-off shall not be subject
2 to the assignment of mandatory overtime on such day.
3
- 4 7. The Company shall maintain for each shift(s) a list, in inverse seniority
5 order, of qualified employees subject to the assignment of mandatory
6 overtime. An employee assigned and who works a day of mandatory
7 overtime shall have their name moved to the bottom of the next day's list
8 for use in consecutive days of mandatory overtime. Each subsequent day
9 of mandatory overtime shall be assigned beginning with the employee at
10 the top of the list for such day. The particular list shall be reset when there
11 is a break in days in the assignment of mandatory overtime. The mandatory
12 overtime list for Reservations employees shall be a global list inclusive of
13 the names of all affected Reservations employees.
14
- 15 8. An employee who has been assigned mandatory overtime will be afforded
16 a period of not less than nine (9) hours rest, except HBR employees who
17 shall be afforded a rest period no less than eight (8) hours, from the
18 completion of the mandatory overtime until the start of the employee's next
19 scheduled shift. In the event that this rest period extends into the
20 employee's next scheduled shift, the employee may elect to have the
21 scheduled start time of their next shift adjusted to provide for an off-duty
22 period of a minimum of nine (9) hours, or eight (8) hours for a HBR
23 employee.
24
- 25 a. In circumstances where the reduced rest period is solely a result of
26 a mandatory overtime requirement, the employee will be paid
27 straight time rates for all hours lost due to such adjustment (e.g., an
28 employee scheduled to work 0600 to 1430 whose start time is
29 adjusted to 0800 will only be required to work to 1430, and will be
30 paid at straight time hours for the two (2) hours lost due to the
31 adjustment).
32
- 33 b. In circumstances where employee shift swaps or acceptance of
34 voluntary overtime contribute to the reduced rest period, employees
35 electing to adjust the start time of their next shift may either end their
36 shift at their regularly scheduled end time and be paid for hours
37 worked or adjust the end time of their next scheduled shift to provide
38 for a full shift.
39
- 40 9. Employees will be released from mandatory overtime in seniority order.
41
- 42 10. Mandatory overtime hours will be paid at the greater of an employee's
43 applicable rate of pay or one and one-half (1.5) times an employee's
44 applicable rate of pay. If an employee is required to work mandatory
45 overtime on two (2) or more consecutive days, the second and subsequent
46 days will be paid at the greater of the employee's applicable rate of pay or

1 two (2) times the applicable rate of pay. If any provision in the Article would
2 result in a higher rate of pay, the higher rate will apply.
3

4 M. At the Company's discretion, it may solicit qualified employees within Passenger
5 Service to volunteer for overtime in other Passenger Service groups and locations
6 provided that local airport security requirements can be satisfied. At the Company's
7 discretion, it may offer such qualified volunteers overtime immediately prior to
8 assignment of mandatory overtime.
9

10 N. An employee working overtime in a different group will be paid the applicable rate
11 for their own classification.
12

13 O. "Qualified" as used in this Article shall have the same definition as set forth in
14 Article 5.T.

1 **ARTICLE 8 - SENIORITY**
2

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

- 5
6 1. vacation accrual; and
7
8 2. service awards.
9

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

- 13
14 1. bidding of shifts/days off;
15
16 2. bidding of all vacation periods;
17
18 3. filling of vacancies;
19
20 4. reductions in force/displacements/recalls; and
21
22 5. overtime assignment where seniority is used.
23

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

- 26
27 1. time lost in excess of thirty (30) days due to an unpaid leave of absence
28 (e.g., an unpaid leave that is thirty-one (31) days will result in a one (1) day
29 adjustment to Pay Date Seniority date). Military leave will not result in an
30 adjustment to Pay Date Seniority; or
31
32 2. all furloughs extending beyond ninety (90) days; or
33
34 3. all unpaid suspensions extending beyond thirty (30) days.
35

36 D. Employees who transfer into Passenger Service will be assigned a Passenger
37 Service Seniority date and a Pay Date Seniority date, which will be the first day
38 worked in Passenger Service.
39

40 E. Employees who transfer within Passenger Service will be placed on the longevity
41 step of the new pay scale based on their Pay Date Seniority.
42

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

- 1 1. Identical Passenger Service Seniority date - the senior employee will be the
2 employee with the earliest Date of Hire Seniority.
3
- 4 2. Identical Date of Hire Seniority date - the senior employee will be the
5 employee who has the highest four-digit number using the last four digits in
6 their social security number.
7
- 8 G. An employee covered by this Agreement will lose their seniority status and their
9 name shall be removed from the seniority list when:
10
- 11 1. they quit, resign, or retire; or
12
- 13 2. they are discharged for just cause; or
14
- 15 3. they do not return from furlough pursuant to the terms and conditions of
16 Article 14 of this Agreement; or
17
- 18 4. their recall rights expire; or
19
- 20 5. they do not return from a Leave of Absence within the scheduled period; or
21
- 22 6. as otherwise provided in this Agreement.
23
- 24 H. Employees who transfer to a position outside Passenger Service shall retain, for a
25 period of six (6) months, all Passenger Service Seniority and Pay Date Seniority
26 accrued up to their date of transfer from Passenger Service. During this six (6)
27 month period, with Director approval, these employees will be eligible to use
28 retained seniority to bid for system vacancies. Following this six (6) month period,
29 such employees who return to Passenger Service will be awarded a Passenger
30 Service Seniority date and a Pay Date Seniority date which will be the first day
31 worked in Passenger Service upon their return.
32
- 33 I. A seniority roster will be posted electronically twice a year no later than the last
34 day of January and July each year. Seniority lists will indicate the employee's
35 name, Passenger Service Seniority date, Date of Hire Seniority date, and include
36 their domicile city. The Company will provide the Union these seniority rosters with
37 sufficient additional identifying information to validate the seniority list.
38
- 39 J. Employees who wish to protest any omission or incorrect posting of their seniority
40 must do so by filing a written grievance within thirty (30) days of the date of the
41 most recent seniority roster posting. Seniority protests will be strictly confined to
42 errors, changes or omissions which occurred on the most recent seniority posting
43 only. Any employee on leave at the time of posting of the list shall have a period
44 of fifteen (15) days from the date of their return to service to file a protest.

1 **ARTICLE 9 - FILLING OF VACANCIES**

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

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

7
8 1. Permanent full-time vacancies which the Company decides to fill will be
9 awarded in the following order:

10
11 a. The senior full-time employee in the group and classification at the
12 location where the vacancy exists who has an in-station transfer bid
13 on file to the available duty assignment as outlined in Paragraph J of
14 this Article;

15
16 b. The senior employee who possesses recall to a full-time position in
17 the group at the location; and

18
19 c. The employees with a system transfer bid on file in the order outlined
20 in Paragraphs K.7.a. through K.7.d. of this Article.

21
22 B. Permanent part-time vacancies for CSAs, CARs, OBRs and HBRs (other than as
23 set forth in Paragraph D below)

24
25 1. Permanent part-time vacancies which the Company decides to fill will be
26 awarded in the following order:

27
28 a. The senior part-time employee in the group and classification at the
29 location where the vacancy exists who has an in-station transfer bid
30 on file to the available duty assignment as outlined in Paragraph J of
31 this Article;

32
33 b. The senior employee who possesses recall to a part-time position in
34 the group at the location; and

35
36 c. The employees with a system transfer bid on file in the order outlined
37 in Paragraphs K.7.a. through K.7.d. of this Article.

38
39 C. PGSR Vacancies

40
41 1. Permanent full-time vacancies that the Company decides to fill will be
42 awarded in the following order:

43
44 a. The senior full-time PGSR at the location where the vacancy exists
45 who has an in-station transfer bid on file to the available duty
46 assignment;

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- b. The senior employee who possesses recall to a full-time PGSR position in the location;
 - c. The senior PGSR with a system transfer bid on file to the location;
 - d. The senior PGSC or LPGSR with a system transfer bid on file to the location;
 - e. The senior applicant within the Customer Service Group and the Travel Center Group with a passing score in the Company's selection process as described in Paragraph F below;
 - f. The senior applicant within the Customer Assistance Group and the Reservations Group with a passing score in the Company's selection process as described in Paragraph F below; and
 - g. Applicants outside of Passenger Service.
2. Permanent part-time vacancies that the Company decides to fill will be awarded in the following order:
- a. The senior part-time PGSR at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment;
 - b. The senior employee who possesses recall to a part-time PGSR position in the location;
 - c. The senior PGSR with a system transfer bid on file to the location;
 - d. The senior PGSC or LPGSR with a system transfer bid on file to the location;
 - e. The senior applicant within the Customer Service Group and the Travel Center Group with a passing score in the Company's selection process as described in Paragraph F below;
 - f. The senior applicant within the Customer Assistance Group and the Reservations Group with a passing score in the Company's selection process as described in Paragraph F below; and
 - g. Applicants outside of Passenger Service.

- 1 3. Employees accepting a PGSR position are required to remain in the position
2 and the location for a period of one (1) year. These employees, however,
3 are eligible for in-station PGSR transfers.
4
- 5 4. Each successful PGSR bidder will be required to successfully complete all
6 Company required training. All successful PGSR bidders from outside the
7 Premium Guest Services Group shall hold the position on a probationary
8 basis for a period of one hundred eighty (180) calendar days of active
9 service in order to receive adequate instruction and coaching and to
10 demonstrate their ability to perform the required work. Employees who fail
11 to demonstrate sufficient ability during PGSR probationary periods will be
12 returned to their previous location and duty assignment.
13
- 14 5. Applicants refusing offers of PGSR positions, or failing to report for a
15 scheduled interview for a reason(s) not approved by the Company, will be
16 ineligible for consideration for any other PGSR positions for a period of six
17 (6) months.
18

19 D. Reservations Group Vacancies for Specialty Desks
20

- 21 1. Permanent full-time vacancies that the Company decides to fill will be
22 awarded in the following order:
23
 - 24 a. The senior full-time OBR or HBR currently working at the same
25 specialty desk who wishes to transfer to the location where the
26 vacancy exists;
27
 - 28 b. The senior part-time OBR or HBR currently working at the same
29 specialty desk who wishes to transfer to the location where the
30 vacancy exists;
31
 - 32 c. The senior OBR or HBR applicant within the Reservations Group
33 with a system transfer bid on file and a passing score in the
34 Company's selection process as set forth in Paragraph F of this
35 Article; provided that should there be the same number of OBR or
36 HBR applicants as vacancies or more vacancies than applicants, all
37 applicants shall be awarded a vacancy without being subject to the
38 selection process as set forth in Paragraph F of this Article;
39
 - 40 d. The senior employee applicant within Passenger Service with a
41 system transfer bid on file and with a passing score in the Company's
42 selection process as set forth in Paragraph F of this Article; and
43
 - 44 e. Assignment of a non-probationary full-time employee within the
45 Reservations Group at the location where the vacancy exists, in
46 inverse order of seniority; provided that a junior assigned employee
47 shall not be restricted from transferring to another vacancy.

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2. Permanent part-time vacancies that the Company decides to fill will be awarded in the following order:
 - a. The senior part-time OBR or HBR currently working at the same specialty desk who wishes to transfer to the location where the vacancy exists;
 - b. The senior full-time OBR or HBR currently working at the same specialty desk who wishes to transfer to the location where the vacancy exists;
 - c. The senior OBR or HBR applicant within the Reservations Group with a system transfer bid on file and a passing score in the Company's selection process as set forth in Paragraph F of this Article; provided that should there be the same number of OBR or HBR applicants as vacancies or more vacancies than applicants, all applicants shall be awarded a vacancy without being subject to the selection process as set forth in Paragraph F of this Article;
 - d. The senior employee applicant within Passenger Service with a system transfer bid on file and with a passing score in the Company's selection process as set forth in Paragraph F of this Article; and
 - e. Assignment of a non-probationary part-time employee within the Reservations Group at the location where the vacancy exists, in inverse order of seniority; provided that a junior assigned employee shall not be restricted from transferring to another vacancy.
 3. Employees accepting specialty desk positions are required to remain in the position and the location for a period of one (1) year.
 4. Each successful specialty desk bidder will be required to successfully complete all Company required training. All specialty desk bidders from outside the Reservations Group shall hold the position on a probationary basis for a period of one hundred eighty (180) calendar days of active service in order to receive adequate instruction and coaching and to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability during the specialty desk probationary period will be returned to their previous location and duty assignment.
 5. Employees refusing offers of specialty desk positions or failing to report for a scheduled interview for a reason(s) not approved by the Company, will be ineligible for consideration for any other specialty desk positions for a period of six (6) months.

1 6. Based on the needs of service, the Company may waive the competitive
2 selection process outlined in Paragraph F of this Article, and instead fill
3 vacancies on the specialty desks as set forth above in Paragraphs A and B.
4

5 E. CSC Vacancies (other than CSC - Training)
6

7 1. Where the Company decides to fill a full-time CSC vacancy, the position will
8 be awarded in the following order:
9

10 a. The senior full-time CSC at the location where the vacancy exists
11 who has an in-station transfer bid on file to the available duty
12 assignment;
13

14 b. The senior employee who possesses recall to a full-time CSC
15 position at the location;
16

17 c. The senior CSC with a system transfer bid on file;
18

19 d. The senior CSA with a system transfer bid on file with a passing
20 score in the Company's selection process as described in Paragraph
21 F below; provided that prior to awarding such vacancy, the eligible
22 applicants for the number of available vacancies must be afforded
23 an opportunity to complete the Company's selection process;
24

25 e. The senior applicant within Passenger Service with a passing score
26 in the Company's selection process as described in Paragraph F
27 below; and
28

29 f. Applicant outside Passenger Service.
30

31 2. Where the Company decides to fill a part-time CSC vacancy, the position
32 will be awarded in the following order:
33

34 a. The senior part-time CSC at the location where the vacancy exists
35 who has an in-station transfer bid on file to the available duty
36 assignment;
37

38 b. The senior employee who possesses recall to a part-time CSC
39 position at the location;
40

41 c. The senior CSC with a system transfer bid on file;
42

43 d. The senior CSA with a system transfer bid on file with a passing
44 score in the Company's selection process as described in Paragraph
45 F below; provided that prior to awarding such vacancy, the eligible

1 applicants for the number of available vacancies must be afforded
2 an opportunity to complete the Company's selection process;
3

4 e. The senior applicant within Passenger Service with a passing score
5 in the Company's selection process as described in Paragraph F
6 below; and
7

8 f. Applicant outside Passenger Service.
9

10 3. All successful CSC bidders shall hold the position on a probationary basis
11 for a period of one hundred eighty (180) calendar days of active service in
12 order to receive adequate instruction and coaching and to demonstrate their
13 ability to perform the required work. Employees who fail to demonstrate
14 sufficient ability during their CSC probationary period will be returned to their
15 previous location and duty assignment.
16

17 4. CSCs who have completed their CSC probationary period and are demoted
18 for just cause will be returned to an available system vacancy in their
19 previous classification or the Company may offer the employee a position
20 at their location in their previous classification and status (part-time or full-
21 time) providing their seniority places them senior to the most junior
22 employee in that location.
23

24 5. Employees accepting CSC positions are required to remain in the position
25 and location for a period of one (1) year. These employees, however, are
26 eligible for in-station CSC transfers.
27

28 6. Applicants refusing offers of CSC positions or failing to report for a
29 scheduled interview for a reason(s) not approved by the Company, will be
30 ineligible for consideration for any other CSC position for a period of six (6)
31 months.
32

33 F. Qualification Process 34

35 1. Candidates for PGSR, CSC (including CSC - Tower), and specialty desk
36 positions will be evaluated through a standard qualification process which
37 will be available to all Passenger Service employees. The qualification
38 process may include consideration of established minimum and preferred
39 qualifications, manager's evaluations, panel interview results and skills
40 testing, and will be applied consistently for all candidates. The Company
41 reserves the right to amend the minimum and preferred qualifications,
42 interview content, scoring and skills testing; however, the Union will be
43 provided with an advance copy of any Company proposed changes to the
44 PGSR, CSC and specialty desk qualification process, and will have the
45 opportunity to consult with the Company and make recommendations
46 regarding the proposed changes prior to implementation.

- 1 2. Candidates will be required to submit an application on a form as
2 designed by the Company.
- 3
- 4 3. The Company shall maintain and post a list of the minimum and preferred
5 qualifications for a position.
- 6
- 7 4. Candidates who meet the minimum qualifications will be interviewed by a
8 panel interview committee that will be comprised of three (3) members: a
9 Passenger Service employee selected by the Association and two (2)
10 members selected by the Company. The Association shall establish and
11 maintain a list of members at each Company designated location to serve
12 on the panel interview committee for each position specified in Paragraph
13 F.1 above, sufficient to ensure that there are no delays in the interview
14 process. Each panel member will be required to successfully complete all
15 Company required training in order to be a member of the panel interview
16 committee. Each member of the committee will score the candidate's
17 interview results on a numerical scale established by the Company. Each
18 committee member's score will be totaled to establish the candidate's total
19 score. The Company will establish a standard minimum passing score
20 which will be applied to each candidate.
- 21
- 22 5. Employees should make every effort to schedule the qualification process
23 interview outside of their regular working hours. When not possible,
24 employees may be excused during a work shift without a loss in pay.
25 Employees must advise their manager as far in advance as possible for any
26 time off required for an interview. Employees traveling to and from Company
27 interviews will be provided space positive travel.
- 28
- 29 6. A passing score on an interview shall remain on file for three (3) years.
- 30

31 G. TCR, PGSC, LPGSR, CSC and Reservations - Training vacancies will be filled
32 through individual job postings; provided, that an employee who holds such
33 position shall not be required to re-interview for any vacancy in the same position
34 at that location. Each successful bidder will be required to successfully complete
35 all Company required training. All successful bidders shall hold the position on a
36 probationary basis for a period of one hundred eighty (180) calendar days of active
37 service in order to receive adequate instruction and coaching and to demonstrate
38 their ability to perform the required work. Employees who fail to demonstrate
39 sufficient ability during the probationary period will be returned to their previous
40 location and duty assignment. Employees who have completed their probationary
41 period and are demoted for just cause will be returned to an available system
42 vacancy in their previous classification or the Company may offer the employee a
43 position at their location in their previous classification and status (part-time or full-
44 time) provided their seniority places them senior to the most junior employee in
45 that location.

1 H. Temporary Vacancies

- 2
- 3 1. Temporary full-time vacancies (other than as set forth in Paragraph H.3
- 4 below) which the Company decides to fill will be awarded in the following
- 5 order:
- 6
- 7 a. The senior qualified employee working part-time in the location who
- 8 possesses full-time recall to the available group and classification;
- 9
- 10 b. The senior part-time employee in the location within the duty
- 11 assignment where the vacancy exists;
- 12
- 13 c. The senior qualified part-time employee within the group,
- 14 classification and location, but outside the duty assignment where
- 15 the vacancy exists;
- 16
- 17 d. The senior qualified part-time Passenger Service employee in the
- 18 location but outside of the group; and
- 19
- 20 e. Assignment of the junior qualified part-time employee in the group,
- 21 classification and location.
- 22
- 23 2. Temporary part-time vacancies (other than as set forth in Paragraph H.4
- 24 below) which the Company decides to fill will be offered in seniority order to
- 25 qualified employees who are on furlough and have recall to the group,
- 26 classification and location in which the temporary vacancy exists and has
- 27 an in-station bid on file. Failure to accept a temporary vacancy will not
- 28 constitute a refusal of recall.
- 29
- 30 3. Temporary full-time LPGSR, CSC, PGSC, and specialty desks vacancies
- 31 which the Company decides to fill will be offered as follows:
- 32
- 33 a. The senior qualified full-time employee within the duty assignment
- 34 where the vacancy exists;
- 35
- 36 b. The senior qualified full-time employee in the group, classification
- 37 and location but outside the duty assignment where the vacancy
- 38 exists;
- 39
- 40 c. The senior qualified part-time employee within the duty assignment
- 41 where the vacancy exists; and
- 42
- 43 d. The senior qualified part-time employee in the group, classification
- 44 and location but outside the duty assignment where the vacancy
- 45 exists.

- 1 4. Temporary part-time LPGSR, CSC, PGSC, and specialty desks vacancies
2 which the Company decides to fill will be offered as follows:
3
4 a. The senior qualified part-time employee within the duty assignment
5 where the vacancy exists;
6
7 b. The senior qualified part-time employee in the group, classification
8 and location but outside the duty assignment where the vacancy
9 exists;
10
11 c. The senior qualified full-time employee within the duty assignment
12 where the vacancy exists; and
13
14 d. The senior qualified full-time employee in the group, classification
15 and location but outside the duty assignment where the vacancy
16 exists.
17
18 5. An employee's refusal of an offer of a temporary position pursuant to
19 Paragraph H.1, shall not terminate their recall rights.
20
21 6. Employees filling temporary positions will:
22
23 a. be paid at the hourly rate corresponding to their pay longevity step;
24
25 b. be awarded the average overtime equalization of the duty
26 assignment;
27
28 c. be compensated for sick leave used based on the number of hours
29 scheduled to work;
30
31 d. be compensated for vacation used based on their permanent status;
32
33 e. have no change to pre-existing health and insurance benefits; and
34
35 f. assume the open schedule line of work. Should a schedule rebid
36 occur, the employee filling the temporary vacancy will bid after all
37 permanent employees in the duty assignment. If there are two (2) or
38 more employees working temporary positions, they will bid in
39 seniority order after all permanent employees in the duty
40 assignment.
41
42 7. In the event it is necessary to eliminate a temporary position, the junior
43 employee within the duty assignment occupying a temporary position will
44 be returned to their former status.

- 1 8. Temporary full-time positions may be covered with temporary upgrades for
2 a duration not to exceed one hundred eighty (180) continuous days. By
3 agreement of the Company and the Union, temporary full-time positions
4 covered with temporary upgrades may be extended for a period not to
5 exceed an additional one hundred eighty (180) days.
6
- 7 9. An individual employee may occupy a temporary position for a period not to
8 exceed one hundred eighty (180) continuous days or a total of one hundred
9 eighty (180) days in a calendar year.

10
11 I. Temporary Deployments

- 12
13 1. Temporary deployments which are expected to be thirty (30) or more
14 consecutive days in duration will be filled on an equalized basis through a
15 local job posting. A posting shall include any specialized skills necessary
16 for the deployment. Where applicants are equally qualified, seniority will be
17 the determining factor. These positions will be filled for a duration not to
18 exceed twelve (12) consecutive months, but may be extended for a period
19 not to exceed an additional six (6) months with mutual agreement of the
20 Company and the Union.
21
- 22 2. For deployments less than thirty (30) consecutive days, the Company will
23 offer temporary deployments on an equalized basis to qualified employees
24 at that location who sign up on an availability list. A qualification may include
25 any specialized skills necessary for the deployment. Where applicants are
26 equally qualified, seniority will be the determining factor.
27
- 28 3. An employee temporarily deployed for thirty (30) or more days, but less than
29 ninety (90) days will not be considered for another temporary deployment
30 until they have completed thirty (30) days in their work location. Should the
31 Company issue a local job posting for temporary deployment (to the same
32 or different position) during the thirty (30) day period that the employee is
33 not eligible and there are insufficient bids for the job posting, the Company
34 may award the employee the temporary deployment.
35
- 36 4. An employee temporarily deployed for ninety (90) or more days may be
37 deployed for up to twelve (12) months maximum duration (or eighteen (18)
38 months with mutual agreement between the Company and the Union), and
39 will not be considered for another temporary deployment until they have
40 completed ninety (90) days in their work location. Should the Company
41 issue a local job posting for temporary deployment (to the same or different
42 position) during the ninety (90) day period that the employee is not eligible
43 and there are insufficient bids for the job posting, the Company may award
44 the employee the temporary deployment.

- 1 5. At least one (1) day prior to posting a local job posting for temporary
2 deployment, the Company will provide a copy of the job posting to, as
3 applicable, the CWA Local President or IBT Business Representative (via
4 facsimile, email or in person). A job posting shall be posted for at least
5 fourteen (14) days prior to its close.
6
- 7 6. For each station from which an employee is on a temporary deployment that
8 is expected to exceed thirty (30) days in duration, the Company shall
9 provide to, as applicable, the CWA Local President or IBT Business
10 Representative (via facsimile, email or in person) a monthly report
11 containing the name of employee(s) on deployment, the title of deployment
12 position, the location of deployment and the date each deployment began
13 and is expected to end.
14
- 15 7. Employees on temporary deployments in management positions will not
16 have authority to administer discipline.
17

18 J. In-Station Transfer Bid File
19

- 20 1. Each covered location shall maintain a file for in-station transfer requests,
21 which the Union may review upon request. Employees within the group,
22 classification and location desiring transfer to a different duty assignment
23 are required to submit transfer requests on the appropriate Company form.
24 In-station transfer requests will remain valid through December 31st of the
25 year in which they are submitted. Transfer requests will be accepted on or
26 after December 20th to be valid the next calendar year.
27
- 28 2. Employees may submit as many in-station bids as they wish unless
29 otherwise limited in this Agreement. Employees may also withdraw in-
30 station transfer bids by written request to the appropriate Company official
31 anytime prior to being awarded a transfer.
32
- 33 3. An employee with a bid on file will be awarded and required to accept the
34 position.
35
- 36 4. Employees awarded an in-station transfer must successfully complete all
37 required formal training. Employees who fail to meet the minimum
38 requirements of the training program or decide to withdraw during the
39 training period will be assigned a position within their group, classification,
40 and location.
41
- 42 5. An employee awarded an in-station transfer is required to remain in the new
43 position and/or duty assignment for a period of six (6) months but is eligible
44 for system transfers. All other in-station transfer requests will be discarded.

1 K. System Transfer Bid File

- 2
- 3 1. The appropriate Company department shall maintain a file for system
4 transfer requests. Employees desiring transfer to Passenger Service
5 positions in different locations are required to submit transfer requests on
6 the appropriate Company form. System transfer requests will remain valid
7 for a period of one (1) year from the date the request is received. By the
8 fifteenth (15th) day of each month, the Company will email a list of all system
9 transfers awarded in the prior month to the Director and Vice Director of the
10 Association, or their respective designees.
- 11
- 12 2. Employees may submit as many system transfer bids as they wish unless
13 otherwise limited in this Agreement. Employees may also withdraw system
14 transfer bids by written request to the appropriate Company official any time
15 prior to being offered a transfer.
- 16
- 17 3. System transfer offers to other locations shall be communicated to the
18 employee's manager (or designee). Employees will have until 5:00 p.m.
19 Central Time on the second (2nd) business day following the system
20 transfer offer to respond. Employees may file a proxy on the designated
21 Company form with their manager (or designee). The proxy will give the
22 manager (or designee) the authority to accept or refuse the transfer offer on
23 the employee's behalf in the event the transfer offer is made and the
24 employee cannot be contacted within the time frame described above. In
25 the event the employee cannot be contacted and does not have a proxy on
26 file, the employee will be bypassed and will be considered to have refused
27 the transfer offer.
- 28
- 29 4. Employees refusing a system transfer offer will have all other transfer
30 requests on file discarded and will not be considered for any system transfer
31 request for a period of six (6) months. The six (6) month restriction will be
32 lifted prior to considering applicants from outside Passenger Service.
- 33
- 34 5. Employees awarded system transfers to other locations will be scheduled
35 to report for work at the new location no later than fourteen (14) calendar
36 days after notification of the award as determined by the Company. The
37 Company, at its discretion, may extend the time to report. Reasonable
38 unpaid time off up to three (3) days for relocation purposes may be
39 requested by the employee and will be granted for relocations within 1,000
40 linear miles. Unpaid time off up to five (5) days for relocation purposes may
41 be requested by the employee and will be granted for relocations over 1,000
42 linear miles. Such employees will pay all moving and settlement expenses.
- 43
- 44 6. Employees awarded system transfers are required to remain in the new
45 classification and location for a period of one (1) year. All other transfer
46 requests on file will be discarded. The Company will approve transfer

1 requests on a case-by-case basis from employees who have not completed
2 the minimum stay of one (1) year, who meet the following criteria:

- 3
- 4 a. Completion of at least six (6) months in the new position; and
- 5
- 6 b. The hiring location is recruiting/hiring outside Passenger Service.
- 7

8 7. System transfers will be awarded as follows:

- 9
- 10 a. The senior employee in the group and classification who has a
- 11 system transfer bid on file to the available position;
- 12
- 13 b. The senior qualified employee within the group who has a transfer
- 14 request on file to the position/location;
- 15

16 The term “within the group” refers to employees who are actively working in
17 the respective group (Customer Service, Customer Assistance, Premium
18 Guest Services, or Reservations) or those employees who are on furlough
19 from the group from which they were most recently employed and have not
20 accepted a transfer to a different group. If a furloughed or displaced
21 employee accepts a transfer award to a different group in Passenger
22 Service or accepts a position outside Passenger Service, they will no longer
23 be considered as being “within the group” from which they were
24 furloughed/displaced and will only be considered for a system vacancy
25 according to Paragraphs K.7.c and K.7.d below.

- 26
- 27 c. The senior qualified employee outside of the group but within
- 28 Passenger Service with a transfer request on file to the
- 29 position/location; and
- 30
- 31 d. Applicants from outside Passenger Service.
- 32

33 8. Employees awarded a system transfer must successfully complete all
34 required training.

- 35
- 36 a. Employees awarded a transfer within the same group who fail to
- 37 meet the minimum requirements of the training program or decide to
- 38 withdraw during the training period, will be returned to their former
- 39 group, classification and location.
- 40
- 41 b. Employees awarded a transfer between groups but within Passenger
- 42 Service who fail to meet the minimum requirements of the training
- 43 program or decide to withdraw during the training period will be
- 44 permitted to return to their former group, classification and location
- 45 provided a vacancy exists. When no vacancy exists in their former
- 46 location, such employees will be permitted to submit system

1 transfers for any position for which they are qualified. In the event the
2 employee is unable to successfully transfer under these provisions,
3 they will be placed on furlough status from their former position and
4 will not be entitled to furlough allowance.
5

6 L. Employees who are on the final level of the attendance control or progressive
7 discipline programs will be ineligible for system transfers.
8

9 M. Employees transferring through the in-station or system transfer bid procedures
10 will assume the available shifts/days off in the new location, position and/or duty
11 assignment until the next schedule bid and will be required to rebid awarded
12 vacation.
13

14 N. Employees on a leave of absence will be offered a transfer if they are able to return
15 to work within fourteen (14) calendar days of the transfer offer. The Company, at
16 its discretion, may extend the time to report.
17

18 O. Probationary employees are eligible for an in-station or system transfer. If a
19 probationary employee transfers outside their current location, the probationary
20 period shall start over.
21

22 P. Employees who do not successfully complete training will be prohibited from
23 transferring to any vacancy requiring the same training curriculum for a period of
24 one (1) year following the employee's return date.
25

26 Q. New hire employees who are hired to fill a position that requires a language skill
27 and qualify for a language premium, or who transfer into such a position, must
28 remain in the position for a period of twenty-four (24) months.
29

30 R. The time an employee must remain in their position or is restricted due to a refusal
31 of a system transfer offer as detailed in this Article may be waived by written mutual
32 agreement between the Company's Managing Director of Labor Relations or their
33 Designee and the Association's Chair or Co-Chair.

1 **ARTICLE 10 - TEMPORARY EMPLOYEES**

2
3 A. In order to meet operational requirements, the Company may periodically hire
4 temporary employees to perform a single task or meet a seasonal/peak
5 requirement. The employment of a temporary employee shall not, except by
6 mutual agreement of the Company and the Union, exceed one hundred eighty
7 (180) days at one continuous time, or a total of one hundred eighty (180) days
8 in a calendar year. Temporary employees who complete one hundred eighty
9 (180) consecutive days must have a separation of at least thirty (30) days
10 before they can fill another temporary position. In the event temporary
11 employment exceeds one hundred eighty (180) days, it does not constitute an
12 offer of regular full-time employment. Temporary employees shall be subject to
13 the provisions of Article 33, *Union Security and Maintenance of Membership*, of
14 this Agreement.

15
16 B. Temporary employees are:

- 17
18 1. paid the beginning hourly/salary rate for the position which they were hired
19 to fill unless the Company determines a higher hourly/salary rate is
20 appropriate; provided, however, that such hourly/salary rate shall not be
21 greater than that of any other employee in the same classification currently
22 employed at that location;
23
24 2. entitled to overtime after all voluntary overtime has been exhausted by
25 employees on the seniority roster at the location;
26
27 3. not entitled to any seniority accrual; and
28
29 4. not entitled to benefits unless the Company determines benefits are
30 required to be provided to comply with applicable law.
31

32 C. Before hiring temporary employees, the Company and the Union will meet to
33 discuss the anticipated number of employees, duration and job(s) to be filled within
34 the duty assignment and identify work areas.
35

36 D. If the Company utilizes temporary employees in any work area, no permanent
37 employees will be displaced from the work area.

1 **ARTICLE 11 – SEASONAL EMPLOYEE TRANSFER**

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

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

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

19
20 D. Full-time Seasonal Vacancies

21
22 Full-time seasonal vacancies will be offered in seniority order as follows:

- 23
24 1. Employees with full-time recall to the location and classification where the
25 seasonal vacancy exists.
26
27 2. Qualified active or furloughed full-time employees within the classification.
28
29 3. Qualified active or furloughed part-time employees within the classification.

30
31 E. Part-time Seasonal Vacancies

32
33 Part-time seasonal vacancies will be offered in seniority order as follows:

- 34
35 1. Employees with part-time recall to the location and classification where the
36 seasonal vacancy exists.
37
38 2. Qualified active or furloughed full-time and part-time employees within the
39 classification.

40
41 F. Seasonal Transfer Awards

42
43 Employees awarded a seasonal position:

- 44
45 1. Must report to the seasonal location within two (2) weeks of notification.

- 1 2. Will be responsible to pay for any relocation and/or lodging expenses
2 resulting from the transfer. Employees will be granted three (3) days of
3 leave for time needed for travel and other arrangements necessary for
4 relocation to the seasonal location and three (3) days of leave for return
5 from the seasonal location at the conclusion of the seasonal assignment.
6 Such leave will be granted as voluntary time off (unpaid) or vacation.
7 Employees shall be granted positive space for travel to the seasonal
8 location and to return at the conclusion of the seasonal assignment.
9
- 10 3. Will maintain current benefits regardless of the seasonal position accepted.
11 Should the vacancy be filled by a furloughed employee they shall be eligible
12 for benefits applicable to the seasonal vacancy accepted.
13
- 14 4. Will bid work schedules at the seasonal location after all permanent
15 employees in the duty assignment have bid their schedules.
16
- 17 5. Must remain in the seasonal position for the duration of the seasonal
18 requirement, unless they are awarded a permanent transfer and their new
19 location cannot operate without covering their shift with overtime.
20
- 21 6. Must return to the previous location/position or status at the expiration of
22 the seasonal assignment. Employees transferring from furlough will be
23 returned to furlough status, unless otherwise recalled, and any unused
24 severance and benefits remaining from their original furlough will resume.
25 Employees transferring from furlough will accrue seniority for all purposes
26 while on seasonal assignment and recall rights will be extended for the
27 period of time spent on seasonal assignment based upon the original date
28 of furlough.
29
- 30 7. Must bid vacation at the permanent location (however, if practical,
31 employees may be granted vacation at the seasonal location).
32
- 33 8. Do not receive priority for a permanent position at the seasonal location.
34
- 35 G. "Qualified" as used in this Article shall mean an employee who is trained and
36 possesses current knowledge that enables the employee to perform all job
37 functions of a duty assignment.

1 **ARTICLE 12 REDUCTIONS IN FORCE**
2

3 A. Reductions in force will be based on Passenger Service Seniority within the
4 affected employees' group. Notice of staffing reductions will be given to the
5 Association and to affected employees at least thirty (30) calendar days prior
6 to the effective date or ten (10) days' pay to affected employees in lieu thereof.
7 Should the reduction trigger the requirements of a WARN notice, company
8 email addresses and mailing addresses of affected employees, on file with the
9 Company, shall be given to the Association along with copies of the WARN
10 notices. The company's agreement to furnish such information is not intended
11 and does not in any way change/modify the parties' respective obligations
12 under federal or state WARN laws. However, such notice requirements may
13 be waived as a result of a circumstance over which the Company does not
14 have control. The term "circumstance over which the Company does not have
15 control" includes, without limitation: an act of terrorism; a natural disaster; a
16 national emergency; an act of God; war emergency; reduction in flying
17 operations because of suppliers being unable to provide sufficient critical
18 materials for the Company's operations; revocation of the Company's
19 operating certificate; a grounding of Company aircraft; labor dispute; or any
20 strike or picketing.
21

22 At the time the Company provides displacement packets to affected
23 employees, the Company will provide to the Association Director and the
24 Association Vice-Director, or their designees, a copy of a displacement packet
25 for each affected group. The displacement packet will include, but not be
26 limited to, a listing of all available vacancies systemwide, which shall include
27 probationary positions in effect at the time of displacement and positions
28 offered to prospective employees.
29

30 B. System Displacements:
31

- 32 1. As part of the system displacement process resulting from a reduction
33 in force, the Company will offer voluntary furlough requests as provided
34 for in Article 13 of this Agreement.
35
- 36 2. Full-time employees: Displaced full-time employees who have
37 completed their probationary periods will:
38
- 39 a. be permitted to bid, in seniority order, available full-time or part-
40 time vacancies within the group provided they are qualified for
41 such vacancy at the time of the announced reduction, including
42 vacancies that would be made available by employees who are
43 awarded voluntary furlough, and including positions held by
44 employees who have not completed their probationary periods or
45 positions offered to prospective employees; or
46

- b. if there are insufficient full-time vacancies within their group, be permitted, to displace, in seniority order, the most junior full-time employees in their group in the system provided they are qualified for such position at the time of the announced reduction; or
- c. be permitted to bid, in seniority order, available part-time vacancies within their group at their location provided they are qualified for such position at the 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.
- f. JFK and LGA shall be deemed as co-terminals and will use a combined seniority list for furlough purposes.

Example: Due to a BDL local reduction, a full-time CSA is displaced. The CSA lists on their "Displacement Bid Form", in priority order, those locations to which they are 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 their 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 they possessed sufficient seniority. Finally, if the CSA did not have sufficient seniority to hold a part-time position in BDL, they would be awarded PHL full-time (if that were where the junior employee in the system at the time of their 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

- 1 b. if there are insufficient part-time vacancies within their group, be
- 2 permitted, to displace, in seniority order, the most junior part-time
- 3 employees in their group in the system provided they are qualified
- 4 for such position at the time of the announced reduction; or
- 5
- 6 c. accept furlough.
- 7
- 8 d. JFK and LGA shall be deemed as co-terminals and will use a
- 9 combined seniority list for furlough purposes.
- 10
- 11 4. Furloughed and displaced employees are immediately eligible to submit
- 12 bids for any system or in-station vacancy except that:
- 13
- 14 a. displaced employees who are awarded positions at other
- 15 locations and who refuse the award will be placed on furlough and
- 16 will not be eligible for furlough allowance. Such employees will
- 17 not be offered a system transfer request to any location for a
- 18 period of one (1) year from the date of furlough. (The Company
- 19 will lift this one (1) year restriction when filling a vacancy when
- 20 there are no other Passenger Service bids on file for that
- 21 location);
- 22
- 23 b. furloughed employees will be prohibited from submitting system
- 24 transfers for a period of six (6) months from the effective date of
- 25 their furlough to any location where available vacancies were
- 26 offered, but where the employee failed to bid during the
- 27 displacement process. These employees are eligible to submit
- 28 bids for system transfers for all other locations; and
- 29
- 30 c. affected employees who have been on an unpaid leave status for
- 31 more than one (1) year at the time of the displacement will remain
- 32 on their leave status and will not participate in the system
- 33 displacement. If these employees do not have sufficient seniority
- 34 to hold their previous position when they are able to return to work,
- 35 they will then be afforded the system displacement options
- 36 outlined in this Article.
- 37
- 38 5. Employees may list a displacement bid for any location where there are
- 39 employees in their group.
- 40
- 41 6. In the event that a system displacement results in a CSC, LPGSR or
- 42 PGSC vacancy or results in a vacancy that requires special skills (e.g.,
- 43 foreign language qualification), the vacancy will: first be offered in
- 44 seniority order to employees in the location, group, and status who are

1 qualified for such position at the time of the announced reduction; and if
2 no qualified employee accepts the position, the displacement of the
3 senior-most affected CSC, LPGSR or PGSC or other special skills
4 employee will be rescinded.
5

6 C. Location Workforce Realignment:
7

8 After the system displacement process described above in Paragraph B, if a
9 reduction in force results in a need for a realignment of the existing work force
10 between duty assignments, the following will apply:
11

- 12 1. the Company will process in-station transfer requests on file for
13 identified vacancies;
- 14 2. where there are insufficient in-station transfer requests on file, the
15 Company will solicit volunteers from the affected duty assignment for
16 five (5) days; if there are more volunteers for transfer than identified
17 vacancies after the conclusion of the five (5) day solicitation period,
18 transfers shall be granted in seniority order; and
19
- 20 3. where there are insufficient volunteers, affected employees will be
21 permitted to bid, in seniority order, for available duty assignments within
22 their location and status.
23
- 24 4. Employees will only be eligible for transfer to positions in the same
25 status and classification.
26
27

28 D. Reference to "probationary period" in this Article shall be probation as defined
29 in Article 22 of this Agreement.
30

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

40 F. For the purposes of this Article, an employee shall be deemed "qualified" for a
41 position when, in addition to any other qualifications required by this
42 Agreement, they have, prior to the notice of a reduction in force, achieved a
43 passing score in any interview provided for in this Agreement.

1 **Relocation Guidelines**
2

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

5
6 B. In general, this includes:

- 7
8 1. one (1) move per family, using the Company's authorized van line;
9
10 2. shipment of household goods;
11
12 3. paid storage at the employee's new location for up to sixty (60) days;
13
14 4. insurance on shipped goods; and
15
16 5. packing, loading, delivery, and unloading.

17
18 C. It is important to note:

- 19
20 1. all relocations must meet the IRS fifty (50) mile distance requirement (the
21 distance from an employee's old work location to the employee's new
22 work location must be at least fifty (50) miles greater than the distance
23 from the employee's old residence to the employee's old work location).
24
25 2. the Company provides relocation assistance only for moves from an
26 employee's current work location. (If an employee or his family elects to live
27 elsewhere, the employee's moving expenses will not be reimbursed.)
28
29 3. all moves must be completed and expenses submitted for reimbursement
30 within one (1) year.
31
32 4. relocation is a qualified Life Event. Employees have the opportunity to
33 change their benefit options and update their dependents. Refer to the
34 my.aa.com for details.

35
36 D. Employees must complete the **relocation worksheet** with their personal
37 information and return it to the address indicated. A detailed relocation move letter
38 outlining all of the reimbursable expenses will be forwarded to the employee's
39 manager. The Company will also notify the Company authorized van line, which
40 will contact the employee directly to arrange for surveying the employee's
41 possessions and scheduling their move.

1 E. Relocation Eligibility

2

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

6

7 F. House Hunting Expenses

8

9 Employees may be reimbursed for up to three hundred dollars (\$300) in house
10 hunting expenses they incur prior to the effective date stated in their move
11 letter and up to fourteen (14) days after the effective date. An employee must
12 submit itemized receipts for reimbursement. Prior to his effective date, an
13 employee will be covered for hotel expenses, meals, and rental car expenses
14 (or mileage reimbursement, if the employee uses his own car). After an
15 employee's effective date, he will be reimbursed for rental car expenses or
16 mileage (for his own car).

17

18 G. Miscellaneous Move Allowance

19

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

26

27 H. Home Sale Expenses

28

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

31

32 I. Shipping Cars

33

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

40

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

1 J. Self-Moves

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46

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

2. These expenses may include:

- a. truck or trailer rental (along with fuel, mileage charges, drop-off charges);
- b. packing materials;
- c. storage;
- d. towing or shipping of automobiles;
- e. insurance;
- f. appliance servicing; and
- g. hired labor.

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

L. Travel for Relocation

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

- 1. Two (2) round trips for house hunting;
- 2. One (1) round trip to make arrangement for shipping household goods;
- 3. One (1) round trip to close on the sale of the employee's new location;
- 4. One (1) one-way trip to report to the employer's new location.

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

1 **ARTICLE 13 - VOLUNTARY FURLOUGH**

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

5
6 A. Eligibility

- 7
8 1. Full-time and part-time employees are eligible to apply for voluntary
9 furloughs when there are employees currently possessing recall rights to
10 the group and location. Additionally, prior to a system displacement, the
11 Company will solicit voluntary furlough requests from employees in affected
12 groups at:
13
14 a. affected locations; and
15
16 b. all reservations centers and home based work areas if the system
17 displacement affects the Reservations Group; or
18
19 c. those stations that have two hundred (200) or more mainline weekly
20 scheduled jet departures on the effective date of the displacements
21 if the system displacement affects airport groups.
22
23 2. Employees on leaves of absence due to injury or illness (on or off the job)
24 must provide documentation from a physician that they are physically able
25 to return to active duty prior to requesting a voluntary furlough. Employees
26 on other leaves of absence may not request voluntary furlough until they
27 have provided a return to work date.
28
29 3. CSCs, PGSCs and LPGSRs requesting voluntary furloughs will be
30 furloughed as full-time or part-time CSCs, PGSCs, and LPGSRs, as
31 applicable. Such employees will have recall to their former location and
32 group.
33

34 B. Requests

35
36 Written requests for voluntary furloughs must be submitted to the employee's
37 manager on the appropriate Company form within established Company time
38 frames. Voluntary furloughs awarded by the Company will be awarded in seniority
39 order within the location. An employee requesting voluntary furlough will be
40 advised by the Company that the possibility of recall to their position depends on
41 the availability of an open position, their relative seniority and the duration of their
42 recall rights.
43

44 C. Conditions

45
46 Employees awarded a voluntary furlough will:

1. be placed on furlough and will retain recall rights for a period of five (5) years to the specific group and location from which they were furloughed;
2. accrue Date of Hire and Passenger Service Seniority for a period of five (5) years from the effective date of furlough;
3. accrue Pay Date Seniority for a period of ninety (90) days from the effective date of furlough;
4. be advised by the Company that the employee may be eligible for unemployment benefits while on voluntary furlough, as determined by the employee's local unemployment agency;
5. be eligible for system transfers. Employees who are awarded system transfers to other locations will relinquish recall to the former group and location from which they took voluntary furlough;
6. be eligible to bid on other Company positions. Employees on a voluntary furlough who are awarded another Company position will relinquish recall rights to their former group and location;
7. not be entitled to any furlough allowance;
8. not be eligible to submit a request for a voluntary furlough for a period of twelve (12) months from the effective date of return to work from a previous voluntary furlough status;
9. receive payment for or have applicable deduction for vacation;
10. continue to be responsible for the employee's portion of applicable medical/dental and life insurance premiums for a period of ninety (90) days. The Company will continue to pay the Company's portion of the cost of the applicable medical/dental and life insurance for a period of ninety (90) days; and
11. receive on-line travel benefits for a period of twenty-four (24) months following the effective date of furlough in accordance with Company policy.

D. Recall

1. Employees on voluntary furloughs will be placed at the bottom of the appropriate recall list for the location. Employees may have their rightful position on the recall list reinstated (on the basis of applicable seniority) upon written notification to the Company on the appropriate Company form at least one (1) month prior to the requested effective date of reinstatement. When their rightful position on the recall list is reinstated, employees will be

- 1 eligible for recall in the same manner as other employees displaced from
2 the group and location.
3
- 4 2. Employees may be recalled from a voluntary furlough, if the needs of the
5 Company dictate, in inverse order of seniority. Employees who refuse recall
6 from voluntary furlough will be deemed to have resigned from the Company
7 and have their name removed from the seniority roster.
8
- 9 3. Employees accepting recall to another location will relinquish recall rights
10 to the location from which they took voluntary furlough.
11
- 12 E. Employees who are awarded a voluntary furlough and who qualify to retire from
13 the Company during their voluntary furlough, may retire from voluntary furlough
14 status, provided that recall rights have not expired.

1 **ARTICLE 14 - RECALL**
2

3 A. Recall rights to a specific location and group are extended to qualified employees
4 furloughed or displaced from the location. Recall of furloughed and displaced
5 employees shall be in seniority order.
6

7 B. Employees furloughed/displaced from a location that is closing will be given the
8 option of selecting a new location for recall within the same group. The new
9 location is chosen at the time the location closes. The chosen location may only
10 be changed in the event of its closure. These employees shall also maintain recall
11 to their original closed location and group. An employee offered recall to an
12 original, closed location which reopens, will have the option of accepting that recall
13 offer or forfeiting recall to that location and maintaining recall to the previously
14 selected recall location.
15

16 C. Furloughed and displaced employees offered recall will have until 5:00 PM local
17 time at their recall location the third calendar day following the receipt of the offer
18 in which to accept recall. Recall offers will be made in the following manner and
19 order: (1) by personal telephonic conversation; or (2) if an attempt to make
20 telephonic contact is not successful, by certified U.S. Mail or express delivery
21 service. Employees who accept recall shall be required to report for duty within
22 fifteen (15) days following receipt of the offer of recall, unless mutually agreed to
23 otherwise by the employee and Company. Employees who are recalled from
24 furlough may apply for any leave for which they qualify. For purposes of this
25 paragraph "receipt of the offer" shall mean the earlier of (i) the personal telephonic
26 conversation if the Company reaches the employees by telephone; (ii) the actual
27 receipt of the letter by certified U.S. Mail or express delivery service; or (iii) the first
28 attempt at delivery of the letter by certified U.S. Mail or express delivery service.
29

30 D. Furloughed employees shall maintain recall to the location from which they were
31 furloughed for a period of ten (10) years from the date of their furlough provided
32 they have not refused recall. In order to maintain these rights, furloughed and
33 displaced employees will be responsible for providing and maintaining with the
34 Company their current address, telephone number and e-mail address.
35

36 E. Displaced employees who maintain active employment within Passenger Service
37 will maintain recall rights indefinitely, providing they have not refused recall.
38 Employees displaced/furloughed after the effective date of this Agreement, who
39 become employed within the Company but outside Passenger Service, and who
40 have not refused a recall offer, will maintain recall rights for a period of up to five
41 (5) years from the date of their original displacement/furlough.
42

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

- 1 F. Furloughed and displaced full-time employees shall have recall rights to both full-
2 time and part-time positions in their recall group in the location from which they
3 were displaced.
4
- 5 1. Furloughed and displaced full-time employees who refuse part-time recall
6 shall forfeit any further part-time recall, but shall not forfeit full-time recall.
7
 - 8 2. Displaced full-time employees who refuse full-time recall to the location from
9 which they were displaced will forfeit all recall rights to that location.
10
 - 11 3. Furloughed full-time employees who refuse full-time recall to the location
12 from which they were displaced or whose recall rights have expired shall be
13 deemed to have resigned their positions from the Company and shall have
14 their names removed from the seniority roster.
15
 - 16 4. Displaced part-time employees who refuse part-time recall to the location
17 from which they were displaced shall forfeit any further recall to that
18 location.
19
 - 20 5. Furloughed part-time employees who refuse part-time recall to the location
21 from which they were displaced or whose recall rights have expired, shall
22 be deemed to have resigned their positions from the Company and shall
23 have their names removed from the seniority roster.
24
 - 25 6. A CSA qualified for CSC at time of recall may turn down recall to CSC but
26 maintain recall to their original position. A CSC may turn down recall to a
27 CSA position but maintain recall to their original position.
28
- 29 G. Recall periods will be extended when furloughed employees accept temporary or
30 seasonal vacancies under the applicable seasonal or temporary vacancy
31 provisions in Articles 10 and 11 of this Agreement. Furlough allowance payments
32 due, if any, will be suspended for the duration of the seasonal or temporary
33 employment and resumed when the employee leaves seasonal or temporary
34 employment and returns to furlough status.

1 **ARTICLE 15 – FURLOUGH BENEFITS**

2
3 A. Furlough Allowance

- 4
5 1. Furlough allowance is paid to employees who are furloughed as a result of
6 a reduction in force and for no other reason. The Company shall not be
7 liable for furlough allowance where reductions in force are the result of a
8 circumstance over which the Company does not have control. The term
9 “circumstance over which the Company does not have control” includes,
10 without limitation: an act of God; an act of terrorism; a natural disaster; a
11 national emergency; war emergency; reduction in flying operations because
12 of suppliers being unable to provide sufficient critical materials for the
13 Company’s operations; revocation of the Company’s operating certificate; a
14 grounding of Company aircraft; labor dispute; or any strike or picketing.
15
16 2. Full-time employees who have completed one (1) or more years of service,
17 based on Passenger Service Seniority, on the date furloughed will receive
18 furlough allowance according to the following schedule:
19

<u>If the employee has completed:</u>	<u>Furlough Allowance:</u>
20 1 year of service	21 1 week
22 2 years of service	22 2 weeks
23 3 years of service	23 3 weeks
24 4 years of service	24 4 weeks
25 5 years of service	25 5 weeks
26 6 years of service	26 6 weeks
27 7 years of service	27 7 weeks
28 8 years of service	28 8 weeks
29 9 years of service	29 9 weeks
30 10 years of service	30 10 weeks
31 11 years of service	31 12 weeks
32 12 years of service	32 13 weeks
33 13 years of service	33 14 weeks
34 14 years of service	34 15 weeks
35 15 years of service	35 17 weeks

36
37 A week of furlough allowance is computed on the basis of the employee’s base
38 straight time hourly rate at the time of furlough, multiplied by forty (40) hours. Full-
39 time employees displaced to part-time who are furloughed within six (6) months of
40 the displacement will be provided severance at a full-time rate.

- 1 3. Part-time employees who have completed one (1) or more years of service,
2 based on Passenger Service Seniority, on the date furloughed will receive
3 furlough allowance at the rate of one (1) week's pay for each completed
4 year of service, up to a maximum of ten (10) weeks. A week of furlough
5 allowance is computed on the basis of the employee's straight time hourly
6 rate, multiplied by the average number of regularly scheduled work hours
7 per week in the employee's current awarded bid, excluding overtime hours,
8 extra hours and shift swap hours on or off.
9
- 10 4. Furlough allowance is paid in successive pay periods immediately following
11 the effective date of the furlough until the employee has returned to work or
12 the entitlement is exhausted, whichever occurs first.
13
- 14 B. Furloughed employees will receive a lump sum payment for accrued, unused
15 vacation and compensatory time. This payment will be made at the later of the
16 employee's final paycheck or the employee's final furlough allowance payment.
17 Vacation days taken in advance of accrual will be deducted from the employee's
18 final paycheck. Sick leave bank days are not paid but are retained during furlough.
19
- 20 C. Medical/Dental and Life Insurance Benefits
21
- 22 1. Full-time employees: the Company will continue to pay the Company's
23 portion of the cost of applicable medical/dental and life insurance for a
24 period of time equal to the sum of: (1) duration of the furlough allowance, if
25 any, and (2) ninety (90) days.
26
- 27 2. Part-time employees: the Company will continue to pay the Company's
28 portion of the cost of applicable medical/dental and life insurance for a
29 period of time equal to the duration of the furlough allowance, if any.
30
- 31 3. Furloughed employees are responsible to continue payment of the
32 employee's portion of the cost of applicable medical/dental and life
33 insurance during the extension periods as described in Paragraphs C.1 and
34 C.2 above.
35
- 36 D. Furloughed employees shall receive on-line travel benefits for three (3) years
37 following the effective date of furlough in accordance with Company policy;
38 provided, however, that if the Company asserts that the reduction in force is a result
39 of a circumstance over which the Company does not have control pursuant to
40 Paragraph A.1 above, furloughed employees shall receive on-line travel benefits
41 for five (5) years following the effective date of furlough in accordance with
42 Company policy.
43
- 44 E. Furloughed employees who have been returned to work and are again furloughed
45 within a one (1) year period will receive any unused furlough and benefits allowance
46 remaining from the previous furlough.

- 1 F. An employee who has returned to the service of the Company and who has
2 completed one (1) year of active service after such return and who is again
3 furloughed, will receive furlough benefits as described in this Article.
4
- 5 G. Employees who are furloughed and who qualify to retire from the Company during
6 their furlough, may retire from furlough status, provided recall rights have not
7 expired.

1 **ARTICLE 16 - MEDICAL EXAMINATIONS**
2

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

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

18
19 C. Any employee who is removed from service as a result of a Company medical
20 examination may appeal their case as follows:

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

27
28 2. A copy of the findings of the medical examiner chosen by the employee
29 shall be furnished to the Company, and in the event that such findings verify
30 the findings of the medical examiner employed by the Company, no further
31 review of the case shall be afforded.

32
33 3. In the event that the findings of the medical examiner chosen by the
34 employee disagree with the findings of the medical examiner employed by
35 the Company, the Company will, at the written request of the employee, ask
36 that the two (2) medical examiners agree upon and appoint a third qualified
37 and neutral medical examiner, preferably a specialist, for the purpose of
38 making a further medical examination of the employee to determine their
39 fitness for duty.

40
41 4. The said neutral medical examiner shall then make a further examination of
42 the employee in question, and the case shall be settled on the basis of such
43 findings. Copies of such medical examiner's report shall be furnished to the
44 Company and to the employee.

- 1 5. The expense of employing a neutral medical examiner shall be borne by the
2 Company.
3
- 4 D. If, under the provisions of this Article, an employee's removal from service is
5 ultimately found to be unwarranted, they will be paid retroactively for time lost in
6 the amount that they would have earned in their regularly scheduled work shifts,
7 except to the extent they have unreasonably delayed the medical examination
8 process, and the employee will be reimbursed for their expense of employing a
9 neutral medical examiner.
- 10
- 11 E. The drug/alcohol program and testing shall be in accordance with Company policy.
12 The first confirmed positive drug/alcohol test will not automatically result in
13 termination.
- 14
- 15 F. Nothing in this Article shall prevent an employee from exercising their rights under
16 the grievance procedures of this Agreement.

1 **ARTICLE 17 - LEAVES OF ABSENCE**
2

3 A. Employees will be eligible for leaves of absences described in this Article. Such
4 leaves will be administered in accordance with Company policy. The terms and
5 conditions of the leave must be described in writing and provided to the employee
6 at the onset of the leave.
7

8 B. Family Medical Leave: Employees will be eligible for leave from work pursuant to
9 the terms of the Family Medical Leave Act (FMLA) of 1993, as amended. When
10 approved FMLA leave is taken for an employee's own qualifying serious health
11 condition, the employee must exhaust all sick time, after which the employee may
12 elect either to use any earned vacation time or be placed on unpaid status. When
13 approved FMLA leave is taken for any other reason provided for under FMLA, the
14 employee must exhaust all earned vacation time, but cannot use sick time unless
15 required by state law.
16

17 C. Medical Leave: An employee unable to work due to personal illness or injury,
18 physical disability or pregnancy may apply for a medical leave of absence, using
19 the Company-specified form. The Company may require such leave to run
20 concurrently with FMLA leave if such leave otherwise qualifies as FMLA leave.
21 Such application must be accompanied by a written verification confirming the
22 employee's inability to perform their job duties and the length of time the employee
23 will be out of work. Such written verification must be provided by a health care
24 provider qualified to treat the medical condition necessitating the leave.
25

26 Approved leaves will be for a period of not more than ninety (90) days. Extensions
27 in ninety (90) day increments will be granted when accompanied by the required
28 documentation, including a written verification provided by a health care provider
29 qualified to treat the medical condition necessitating the leave confirming the
30 employee's continued inability to perform their job duties and the length of
31 additional time the employee will be out of work. Any employee who remains on
32 leave status in excess of five (5) years shall be deemed to have resigned their
33 position and shall be removed from the seniority roster. This, however, shall not
34 be automatic. Instead, the Company, upon request from the employee prior to the
35 expiration of the five (5) year term, shall consider whether an additional period of
36 leave of a specific duration may be reasonable.
37

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

1 E. Adoption/Maternity/Paternity Leave: Upon request and when accompanied by the
2 required documentation substantiating the need for such leave, an employee will
3 be granted an unpaid adoption/maternity/paternity leave of absence of up to eight
4 (8) weeks, and for any additional period that may be required by local adoption
5 laws. Adoption leave will commence on the date the employee takes custody of
6 the child or the date the child is placed in the employee's home. Maternity/paternity
7 leave will commence on the day the infant is born. The Company may require
8 adoption/maternity/paternity leave to run concurrently with FMLA leave (if such
9 leave otherwise qualifies as FMLA leave), and/or paid Sick leave and/or unpaid
10 absence. If the employee has exhausted or exhausts FMLA leave and/or Sick
11 leave time prior to or during this eight (8) week period, the Company will grant
12 adoption/maternity/paternity leave of up to, but no more than, eight (8) total weeks
13 from the birth or adoption of the child, unless an additional period is required by
14 local adoption laws.

15
16 F. Jury Duty: Employees will be granted time away from work for jury duty when such
17 event is documented by submission of a court notice. The employee will receive
18 the difference between their regular pay and the actual payment received for jury
19 duty (excluding expense reimbursement). Employees must provide proof of jury
20 duty service and verification of the amount of payment received to the Company
21 payroll department immediately upon receipt of jury duty payment.

22
23 Employees assigned to jury duty will not be required to report for work on any day
24 that the jury duty requires more than two (2) hours at the courthouse. While serving
25 on jury duty, should the employee be released within two (2) hours of reporting for
26 such duty, they will be required to report for work to complete the remainder of
27 their shift for the day.

28
29 Employees will remain on their normal shift and scheduled days off, except when
30 jury duty extends beyond five (5) calendar days. In these instances, scheduled
31 days off will be reassigned to Saturday and Sunday for the duration of the jury
32 duty.

33
34 G. Military Leave: Employees will be permitted unpaid leave from the Company for
35 military service for a period not to exceed five (5) years unless a longer period is
36 specified under the Uniformed Services Employment and Reemployment Rights
37 Act (USERRA) as amended. Terms and conditions of the leave, and the return to
38 duty, will be those established by applicable law.

39
40 Employees will receive a maximum of ten (10) paid working days off within a
41 fourteen (14) calendar day period in a calendar year for reservist training that will
42 not count against the employee's vacation. The Company will pay the employee
43 the difference between their regular pay, excluding any shift premium, and the
44 amount received from the military. Employees will be required to provide the
45 Company with a copy of their reserve training orders and will be required to submit
46 to the Company proof of the amount of pay received from the military within seven

1 (7) days after the employee returns. This amount (excluding expenses) will be
2 deducted from the employee's next pay check.
3

4 H. Bereavement Leave: Employees on active pay status, upon providing proper
5 documentation, shall be allowed three (3) work days off for bereavement with pay
6 for scheduled hours, up to a maximum of eight (8) hours per day, except an
7 employee who has a regularly scheduled ten (10) hour work day shall receive a
8 maximum of ten (10) hours of pay for each day. All other aspects of bereavement
9 leave, including the family members for whom bereavement leave is available,
10 shall be pursuant to Company policy.
11

12 I. Long Term Union Leave: Employees accepting full-time employment with the
13 Union shall, during such employment, be granted an indefinite leave of absence
14 by the Company. There shall not be more than twenty-four (24) employees on
15 Long Term Union leave at any one time. Employees granted unpaid leaves under
16 these provisions will:
17

- 18 1. Continue to accrue Date of Hire, Passenger Service and Pay Date seniority.
19
- 20 2. Be eligible to continue all employee health and insurance benefits by
21 reimbursing the Company for the Company's costs and administrative fees
22 for those benefits. Such employees will not accrue vacation, sick leave or
23 holiday vacation, but will have such leave balances frozen as of the first day
24 of Long Term Union leave.
25
- 26 3. Be awarded a position in their previous location within the group and
27 classification upon return from Long Term Union leave.
28
- 29 4. Employees on such leave shall receive on-line non-revenue travel benefits
30 and interline travel benefits consistent with other airline (OA) travel policies
31 for personal use only.
32

33 J. The Association may designate up to eleven (11) employees on Long Term Union
34 leave for whom the Company will pay the employee's pay and benefits. The
35 Association will be responsible for the employee's pay and benefits, and the
36 Company will bill the Association for the employee's salary plus an eight percent
37 (8%) override for tax and benefit related expenses. The Company shall deliver
38 such bill to the applicable Association Co-Chair. Failure of the Association to
39 reimburse the Company for the billed charge will result in termination of the
40 payment arrangement.
41

42 K. Short Term Union Leave (thirty (30) days or less): Unpaid leaves for short
43 durations are subject to Company approval and will be granted based on the needs
44 of the service. Requests for Short Term Union leave by the Union, must be
45 submitted in writing to the Director of Labor Relations, or their designee a minimum
46 of seven (7) days prior to the effective leave date and must include the absence

1 dates and the reason for the leave. If any employee must use a swap to attend a
2 Union event or meeting, the swap will not count towards the quarterly allotment in
3 Article 5, Paragraph Q.11 of this Agreement provided written notice is submitted
4 to local management on the day the shift trade is submitted for approval. For
5 purposes of qualifying hours in order to be eligible for FMLA leave and vacation,
6 sick leave and holiday vacation accruals, Short Term Union leave shall count as
7 hours worked based upon normal scheduled hours replaced by the leave.
8

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

1 **ARTICLE 18 - SICK LEAVE**
2

3 A. To be eligible for sick leave accrual for the month, an employee must be on active
4 pay status for the majority of days in the calendar month. This Article does not
5 apply to employees on furlough.
6

7 B. Full-time employees shall accrue eight (8) hours of sick leave per calendar month
8 up to a maximum of ninety-six (96) hours per calendar year, to be used in
9 accordance with Paragraph E below.
10

11 C. Part-time employees shall accrue five (5) hours of sick leave per calendar month
12 equal to a maximum of sixty (60) hours per calendar year, to be used in accordance
13 with Paragraph E below.
14

15 D. Employees may accrue a maximum of one thousand six hundred (1600) hours in
16 their sick leave banks.
17

18 E. Accrued sick leave is used to compensate employees for absences due to
19 personal illness or injury (on or off the job). Sick leave for all employees shall be
20 paid and deducted in one (1) minute increments.
21

22 1. All sick hours used will be paid at one hundred percent (100%) and
23 decremented at a one hundred percent (100%) rate.
24

25 2. Employees are required to exhaust all accrued sick leave prior to being
26 placed on unpaid medical leave, including approved FMLA leave for an
27 employee's own qualifying serious health condition. Employees must use
28 accrued sick leave to supplement On-The-Job-Injury (OJI) medical leave,
29 including FMLA leave for OJI.
30

31 a. Any uncompensated waiting period, employees will be paid at one
32 hundred percent (100%) of the employee's scheduled hours
33 provided there are sufficient hours in the employee's sick leave bank.
34

35 b. During any compensated period, employees will be paid a
36 percentage rate of the employee's scheduled hours that, along with
37 any benefits (e.g., workers' compensation) being received by the
38 employee, will equal the employee's net pay had the employee
39 worked his scheduled hours provided there are sufficient hours in the
40 employee's sick leave bank.
41

42 c. Once an employee's sick leave bank is exhausted, the employee will
43 have the option to use any earned vacation time.
44

45 F. An employee reporting off work sick is required to notify his supervisor (or
46 designee) as far in advance as possible, but no later than one (1) hour prior to their

1 shift start time unless there are extenuating circumstances as determined by the
2 Company. Local policy may be less restrictive as determined by the Company.

3
4 G. An employee who leaves work sick will be compensated in accordance with
5 Paragraph E above for the remaining, but unworked, portion of their shift, with the
6 exception of overtime.

7
8 H. Employees may be required to present confirmation of illness and the Company
9 reserves the right to require, when in doubt of bona fide claim, a physician's
10 certificate to confirm such sick claim.

11
12 I. To the greatest extent permitted by law, the provisions of this Agreement shall
13 operate to waive the provisions of any sick leave laws that are inconsistent with
14 the terms of this Agreement, to the extent such sick leave laws permit a waiver,
15 exception, or other treatment for employees covered under a collective bargaining
16 agreement. To the extent, however, applicable law is inconsistent with the terms
17 of this Agreement, and such law is not waivable, an employee shall be entitled to
18 the more generous sick leave protections provided by applicable law or this
19 Agreement. The Company shall maintain a list of all sick leave laws subject to this
20 provision, and this list will be updated with any change in sick leave laws subject
21 to this provision and incorporated into this Agreement when such new sick leave
22 law(s) become effective and/or applicable, or no longer effective and/or applicable,
23 to the Company. The Company shall notify the Association when the list of sick
24 leave laws is updated, and the Company shall provide the Association with a copy
25 of the updated list. Notwithstanding the preceding provisions in this Paragraph,
26 any sick leave law that the Company is applying as of the Date of Signing of this
27 Agreement shall not be waived during the term of this Agreement.

1 **ARTICLE 19 - HOLIDAY VACATION**
2

3 A. The following days are designated holidays: New Year’s Day, Martin Luther King
4 Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus
5 Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
6

7 B. When a full employee complement at any location is not required on a holiday, the
8 day off will be offered on a Passenger Service Seniority basis within the
9 classification and duty assignment. Based on the needs of service, the Company
10 will consider individual shift starting and/or ending times as a determining factor in
11 offering the holiday off. Requests for the day off must be received at least fourteen
12 (14) but not more than thirty (30) calendar days prior to the holiday and will be
13 awarded a minimum of seven (7) days prior to the holiday. Additional days that
14 become available less than seven (7) days prior to the holiday will continue to be
15 awarded in Passenger Service Seniority order based on the original requests.
16 Where all original requests properly submitted as described above have been
17 awarded, additional holidays off may be offered based on earliest request time. At
18 each location, upon request, the Company will provide the Union a list of
19 employees who have been granted a holiday off under this provision.
20

21 C. Holiday Vacation
22

23 1. Each employee will accrue holiday vacation in the current year (Vacation
24 Accrual Year) for use in the subsequent calendar year (Vacation Usage
25 Year) as follows:
26

27 a. Full-time employees will accrue eight (8) hours of holiday vacation
28 and part-time employees will accrue five (5) hours of holiday vacation
29 for each holiday set forth above in Paragraph A.
30

31 b. An employee scheduled to work on the holiday (including a shift
32 swap-on) who is on any paid or unpaid leave (including individual
33 and/or multiple sick leave days) will not be eligible to accrue holiday
34 vacation hours for any holidays that occur during the leave period.
35 This exclusion also applies when the holiday falls on the employee’s
36 scheduled day off (including a swap-off day), if the employee was on
37 a paid or unpaid leave on the last scheduled work day prior to the
38 holiday and the first scheduled work day after the holiday. This does
39 not apply to employees who are awarded unpaid time off (e.g., VTO).
40

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

- 1 2. A holiday vacation week is comprised of five (5) days. For a full-time
2 employee, a holiday vacation day is comprised of eight (8) hours. For a part-
3 time employee, a holiday vacation day is comprised of five (5) hours.
4
- 5 3. Full-time employees will be eligible to bid two (2) weeks of holiday vacation
6 provided their projected annual accrual of holiday vacation at the time of
7 holiday vacation bidding is at least sixty-four (64) hours. Full-time
8 employees will be eligible to bid one (1) week of holiday vacation provided
9 their projected annual accrual of holiday vacation at the time of holiday
10 vacation bidding is at least twenty-four (24) hours.
11
- 12 4. Part-time employees will be eligible to bid two (2) weeks of holiday vacation
13 provided their projected annual accrual of holiday vacation at the time of
14 holiday vacation bidding is at least forty (40) hours. Part-time employees
15 will be eligible to bid one (1) week of holiday vacation provided their
16 projected annual accrual of holiday vacation at the time of holiday vacation
17 bidding is at least fifteen (15) hours.
18
- 19 5. If at the close of a Vacation Accrual Year, a full-time employee's actual
20 accrual of holiday vacation is:
21
- 22 a. at least sixty-four (64) but less than eighty (80) hours, the employee
23 shall retain one (1) full week of holiday vacation and one (1) partial
24 week of holiday vacation;
25
 - 26 b. at least forty (40) but less than sixty-four (64) hours, the employee
27 shall retain one (1) full week of holiday vacation; or
28
 - 29 c. at least twenty-four (24) but less than forty (40) hours, the employee
30 shall retain one (1) partial week of holiday vacation.
31
- 32 6. If at the close of a Vacation Accrual Year, a part-time employee's actual
33 accrual of holiday vacation is:
34
- 35 a. at least forty (40) but less than fifty (50) hours, the employee shall
36 retain one (1) full week of holiday vacation and one (1) partial week
37 of holiday vacation;
38
 - 39 b. at least twenty-five (25) but less than forty (40) hours, the employee
40 shall retain one (1) full week of holiday vacation; or
41
 - 42 c. at least fifteen (15) but less than twenty-five (25) hours, the employee
43 shall retain one (1) partial week of holiday vacation.

- 1 7. If at the close of a Vacation Accrual Year, an employee has retained one
2 (1) full week and one (1) partial week of holiday vacation or one (1) partial
3 week of holiday vacation, vacation days shall be removed from the last
4 scheduled holiday vacation days in the calendar year. On a case-by-case
5 basis, the Company will grant an employee's request that different vacation
6 days be removed, provided the employee makes a request at least sixty
7 (60) days in advance of the start of the vacation period and the holiday
8 vacation days are taken in conjunction with scheduled days off.
9
- 10 8. Holiday vacation accrual remaining after annual holiday vacation is bid can
11 be used as Day-At-A-Time (DAT) vacation.
12
- 13 9. Full-time employees will be paid for scheduled hours for each day of holiday
14 vacation.
15
- 16 10. Part-time employees will be paid five (5) hours for each day of holiday
17 vacation.
18
- 19 D. Holiday vacation pay is computed at the employee's regular rate of pay, excluding
20 shift premiums. Employees will be paid straight time for scheduled hours and
21 swap-on hours worked on a holiday. All overtime hours worked on a holiday that
22 qualify for overtime pay will be paid at double time.
23
- 24 E. Part-time employees transferring to full-time positions will:
25
- 26 1. Begin accruing holiday vacation for the next Vacation Usage Year at the
27 full-time rate for holidays that occur after the effective date of the transfer.
28
- 29 2. Rebid and take the number of originally-awarded accrued holiday vacation
30 weeks (full and/or partial) remaining after the effective date of transfer. For
31 the holiday vacation weeks that are rebid, the employee will be paid five (5)
32 hours for each day of awarded holiday vacation. The remaining scheduled
33 hours in a holiday vacation day (the difference between five (5) hours per
34 day for a part-time employee and eight (8) hours per day for a full-time
35 employee) will be unpaid, except that the employee will have the option to
36 be paid from the employee's available DAT balance.
37
- 38 F. Full-time employees transferring to part-time positions will:
39
- 40 1. Begin accruing holiday vacation for the next Vacation Usage Year at the
41 part-time rate for holidays that occur after the effective date of the transfer.
42
- 43 2. Rebid and take the number of originally-awarded accrued holiday vacation
44 weeks (full and/or partial) remaining after the effective date of the transfer.
45 For the holiday vacation weeks that are rebid, the employee will be paid five
46 (5) hours for each day of awarded holiday vacation.

- 1 G. Part-time employees temporarily upgraded to a full-time position will:
2
3 1. Accrue holiday vacation for the next Vacation Usage Year at the full-time
4 rate for all holidays that occur when the employee was in the temporary
5 upgrade position.
6
7 2. Be permitted to take originally awarded weeks of holiday vacation during
8 the temporary upgrade period and will be paid five (5) hours for each holiday
9 vacation day. The remaining scheduled hours will be unpaid, except that
10 the employee will have the option to be paid from the employee's available
11 DAT balance.
12
- 13 H. An employee on an authorized leave of absence as defined in Article 17 of this
14 Agreement or off due to OJI on October 10 will be permitted to bid holiday vacation
15 provided they give the Company notice of their intent to bid by October 10.
16 Employees who do not bid will be permitted to bid on remaining available weeks
17 of vacation upon their return.
18
- 19 I. Employees voluntarily transferring to a different location or different vacation bid
20 area shall be allowed to reschedule their holiday vacation period(s) to available
21 vacation weeks if their previous bid vacation periods are not available. If sufficient
22 vacation weeks are not available, the Company will designate additional vacation
23 weeks sufficient to accommodate the employee's remaining holiday vacation
24 week(s). Employees involuntarily transferring to a different location or different
25 vacation bid group shall have the option of bidding for new vacation periods or
26 maintaining their awarded vacation periods if available.
27
- 28 J. Unused holiday vacation at year's end will be paid during the first quarter of the
29 following year at the employee's rate of pay on December 31 of the Vacation
30 Usage Year.
31
- 32 K. Employees who retire, resign, are terminated or who transfer to employment with
33 the Company outside of Passenger Service, will be paid for any unused holiday
34 vacation in the current Vacation Usage Year and for holiday vacation accrued year-
35 to-date for the next Vacation Usage Year.

1 **ARTICLE 20 - VACATIONS**

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

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

11
12 C. Vacation accrual for employees, who are in an active pay status for the majority of
13 days in a calendar month and who qualify under Paragraph B above, is as follows:
14

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
29th year of service*	20.0 hours	12.5 hours	6 weeks

15 * Beginning in Calendar Year 2025

16
17 An employee's monthly vacation accrual rate increases based on the above chart
18 in the anniversary month of an employee's Date of Hire.

19
20 D. Employees will be eligible to bid the number of weeks according to the chart below
21 when their annual accrual is equal to or exceeds the minimum accrual for the Years
22 of Service 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 - 28 years of service	5 weeks	200 hours	125 hours
29 years of service and above*	6 weeks	240 hours	150 hours
<p>Note: Except as noted in Paragraph S in relation to a transfer from part-time to full-time, 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>			

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*Beginning in Calendar Year 2025

- E. Full-time employees are paid for scheduled hours for each day of awarded vacation. Part-time employees are paid five (5) hours for each day of awarded vacation. Vacation pay is computed at the employee’s regular rate of pay, excluding shift premiums.
- F. Vacations will be bid separately for full-time and part-time employees. In any classification/duty assignment where the combined full-time and part-time headcount is less than fifty (50) employees, however, vacation for full-time and part-time employees may be bid together. Vacation will be awarded on a Passenger Service Seniority basis. The number of employees from each classification/duty assignment permitted off at any time may be restricted based on the needs of service. Vacation bids may be bid separately by classification and/or duty assignment.
- G. Prior to vacation bidding, the MD, Workforce Planning or their designee will meet with the Association Director and Co-Chair to discuss the vacation bidding allocations for the following year.
- H. Employees will be given no less than two (2) weeks’ notice prior to the opening of bidding. Available vacation weeks, with seniority rosters and bid times where applicable, will be posted for bid by active employees as far in advance as practical, or a minimum of seven (7) calendar days prior to the bid. Vacations and holiday vacations shall be bid for and awarded no later than December 15th of a

1 Vacation Accrual Year. Vacations will be posted with all weeks beginning on
2 Mondays and will be bid on a single round basis. Vacations will be bid for a full
3 Vacation Usage Year. After all full weeks of accrued vacation have been bid, a
4 second round of bidding will be conducted for employees to bid their two (2)
5 additional weeks of holiday vacation days.
6

7 I. At reservations locations, employees shall continue to bid electronically.
8 Employees at airport locations who are working at their appointed bidding time will
9 be released for a sufficient amount of time during their bidding time in order to bid
10 with no loss of pay. If unavailable to bid, employees may bid by proxy or by other
11 means established by local management (e.g., electronically or telephonically). At
12 airport locations, employees who bid electronically shall receive an electronic
13 confirmation of receipt of their bid within one (1) hour of its submission, when that
14 functionality is available in the electronic bidding system. At reservations locations,
15 employees who bid electronically shall receive an electronic confirmation of receipt
16 of their bid within twenty-four (24) hours of its submission, when that functionality
17 is available in the electronic bidding system.
18

19 J. A steward on duty or other on duty employee designated by the Association is
20 allowed to be present during the bidding process if not electronic and is allowed to
21 review the results of the bidding process if electronic.
22

23 K. Employees who are eligible to bid less than three (3) weeks of vacation are
24 required to bid and take a minimum of one (1) week of vacation. Employees who
25 are eligible to bid three (3) or more weeks of vacation are required to bid and take
26 a minimum of two (2) weeks of vacation. Prior to bidding vacation for the following
27 year, employees will be required to designate the number of vacation weeks to be
28 bid in the annual vacation bid.
29

30 L. Employees who fail to bid by proxy or in person (where permitted) will be bypassed.
31 Bypassed employees who report late for bidding will be permitted to select from
32 any remaining open vacation weeks at the time they report for bidding. Bypassed
33 employees who fail to report for bidding during the bid process will be assigned
34 vacation weeks from the remaining open vacation weeks.
35

36 M. Awarded vacation periods will be scheduled consecutive with the employee's
37 regularly scheduled days off. These vacation periods will be assigned before or
38 after the scheduled days off, so that the majority of the vacation days fall during
39 the week that was awarded.
40

41 1. In airports, regularly scheduled days off for an open-time employee for an
42 awarded vacation period will be Saturday and Sunday. The Company will
43 adjust an open-time employee's days off, at the employee's request, for the
44 week following the vacation period to be Monday and Tuesday, if the
45 employee was unable to successfully bid either Saturday and Sunday off

1 the week prior to the awarded vacation period or Monday and Tuesday off
2 the week following the awarded vacation period.

3
4 2. In reservations, relief employees will be assigned the same days off prior to
5 and following their vacation period.

6
7 N. Unused vacation at Vacation Usage Year's end will be paid during the first quarter
8 of the following year at the employee's rate of pay on December 31 of the Vacation
9 Usage Year.

10
11 O. Employees who retire, resign, are terminated or who transfer to employment with
12 the Company outside of Passenger Service, will be paid for any unused vacation
13 in the current Vacation Usage Year and for vacation accrued year-to-date for the
14 next Vacation Usage Year.

15
16 P. Trading of vacation periods between employees is not permitted. At airports and
17 travel centers, canceling a vacation period when not simultaneously awarded
18 another vacation period is not permitted. In reservations, vacations other than the
19 minimum described in Paragraph H above may be canceled provided the
20 Company is given at least seventy-two (72) hours advance notice. The Company
21 is not obligated to make an additional week of vacation available to an employee
22 who elects to cancel a bid week of vacation.

23
24 Q. Employees voluntarily transferring to a different location or different vacation bid
25 area shall be allowed to reschedule their vacation period(s) to available vacation
26 weeks if their previous bid vacation periods are not available. If sufficient vacation
27 weeks are not available, the Company will designate additional vacation weeks
28 sufficient to accommodate the employee's remaining vacation weeks. Any
29 designated additional vacation weeks will be made available to all employees for
30 bid during a vacation change period. Additional vacation and any existing vacation
31 week(s) vacated that the Company designates as available shall be awarded on a
32 seniority basis. Employees involuntarily transferring to a different location or
33 different vacation bid group shall have the option of bidding for new vacation
34 periods or maintaining their awarded vacation periods if available.

35
36 R. Vacation accrual remaining after annual vacation is bid can be used as DATs.
37 Employees with vacation to be used as DAT can swap-off their shift to another
38 employee and be paid the scheduled hours of the shift from DAT. Employees may
39 request DAT(s) by submitting a request on the appropriate Company form no
40 sooner than thirty (30) days prior to the requested day off. DAT will be made
41 available at each location, and DAT requests will be granted based on the needs
42 of service, in Passenger Service Seniority order, and within the classification, duty
43 assignment and shift.

- 1 S. Part-time employees transferring to full-time positions will:
2
3 1. Begin accruing vacation for the next Vacation Usage Year at the full-time
4 rate in the current month if the transfer occurred on or before the fifteenth
5 (15th) of the month, or in the next month if the transfer occurred on or after
6 the sixteenth (16th) of the month; provided, with respect to vacation accrued
7 at a part time rate, the remaining scheduled hours will be unpaid, except
8 that the employee may at their election be paid from their available DAT
9 balance.
10
11 2. Rebid and take the number of originally-awarded vacation weeks remaining
12 after the effective date of transfer. For the vacation weeks that are rebid,
13 the employee will be paid five (5) hours for each day of awarded vacation.
14 The remaining scheduled hours will be unpaid, except that the employee
15 will have the option to be paid from available DAT balance.
16
- 17 T. Full-time employees transferring to part-time positions will:
18
19 1. Begin accruing vacation for the next Vacation Usage Year at the part-time
20 rate in the current month if the transfer occurred on or before the fifteenth
21 (15th) of the month, or in the next month if the transfer occurred on or after
22 the sixteenth (16th) of the month.
23
24 2. Rebid and take the number of originally awarded vacation weeks remaining
25 after the effective date of the transfer. For the vacation weeks that are rebid,
26 the employee will be paid five (5) hours for each day of awarded vacation.
27
- 28 U. Part-time employees temporarily upgraded to a full-time position will:
29
30 1. Accrue vacation for the next Vacation Usage Year at the full-time rate for all
31 months when the employee was in the temporary upgrade position on or
32 before the sixteenth (16th) of the month.
33
34 2. Be permitted to take originally awarded weeks of vacation during the
35 temporary upgrade period and will be paid five (5) hours for each vacation
36 day. The remaining scheduled hours will be unpaid, except that the
37 employee will have the option to be paid from available DAT balance.
38
- 39 V. An employee on an authorized leave of absence as defined in Article 17 of this
40 Agreement, or off due to occupational injury on October 10 will be permitted to bid
41 vacation provided they give the Company notice of their intent to bid by October
42 10. Employees who do not bid will be permitted to bid on remaining available
43 weeks of vacation upon their return.

1 **ARTICLE 21 - LIMITED DUTY**
2

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

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

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

20
21 2. Limited duty positions are offered, when available, typically for up to a
22 maximum of sixty (60) work days per injury or disability.

23
24 3. The assigned limited duty position will not exceed the restrictions as
25 provided by the employee's physician.

26
27 4. Employees working limited duty positions are eligible for shift trades to work
28 or overtime only if they are qualified for the duties of the position. Employees
29 working limited duty positions may shift trade off in accordance with this
30 Agreement. The employee who shift trades to work in these circumstances
31 may be reassigned to a full duty position.

32
33 5. Shifts and days off may be assigned to employees working limited duty
34 positions and may be changed with a minimum of seven (7) days' notice.

35
36 C. Medical appointments associated with the injury, pregnancy or disability while on
37 limited duty should be scheduled around work hours. If employees are unable to
38 do so, they will elect, at their sole discretion, to use sick leave for the time required
39 to be away from work or take unpaid time or to reschedule lost time at a date and
40 time mutually agreed to between the employee and their manager. The lost time
41 must be worked within fourteen (14) calendar days of the absence and will be paid
42 at straight time rates.

43
44 D. All requests for limited duty resulting from a disability should be submitted on the
45 appropriate Company form for review by the Company.

- 1 E. Where there are insufficient limited duty positions available, open limited duty
2 positions will be awarded in seniority order to the employees who can perform the
3 duties of the limited duty position.
4
- 5 F. An employee required to leave work to receive immediate medical attention as a
6 result of an OJI will be paid for all remaining regularly scheduled hours not worked
7 that day.

1 **ARTICLE 22 - PROBATION**
2

- 3 A. An employee shall be on probation for the first one hundred and eighty (180)
4 calendar days of active service, inclusive of training.
5
6 B. During probation, the employee's work schedule will be set by the Company.
7
8 C. Probationary employees are employees at will and the Company has no
9 responsibility to re-employ any employee separated for any reason during the
10 probationary period. Probationary employees separated from the Company lose
11 all accrued seniority.
12
13 D. Employees are not eligible for vacation or sick leave credit or accrual until
14 completion of probation, at which time vacation and sick leave accrual will be
15 retroactive.
16
17 E. At airport locations, probationary employees deemed proficient by local Company
18 management will be eligible to participate in the next available shift bid.

1 **ARTICLE 23 UNIFORMS**
2

- 3 A. Employees who are required to wear a uniform must do so in compliance with the
4 Company uniform and appearance policy.
5
- 6 B. Employees are required to purchase the initial core uniform items, which shall
7 include a combination of clothing for three (3) sets of complete uniforms, except
8 where law requires the Company to pay for costs of providing and replacing
9 uniforms. The Company will determine the required core uniform items. At the
10 conclusion of probation, employees must purchase two (2) additional sets of
11 complete uniforms.
12
- 13 C. Payroll deductions in the amount of twenty dollars (\$20.00) per pay period will be
14 made for the initial purchase of core uniform items. Employees may be asked to
15 sign a payroll deduction form in those states that require individual employee
16 authorizations in order to carry out that deduction. If an employee fails to sign
17 such an authorization or such deduction is not permitted by applicable law, the
18 employee shall pay the entire cost of the initial purchase of core uniform items.
19
- 20 D. Employees who have completed their probationary period will receive a uniform
21 credit of two hundred twenty dollars (\$220.00) on January 15th of each year,
22 which is to be used exclusively with approved Company vendors. Employees
23 shall be permitted to roll-over their unused uniform credit from year to year
24 up to a maximum balance of four hundred and forty dollars (\$440.00).
25 Employees will not be paid out for any remaining uniform credit under any
26 circumstances.
27
- 28 E. Employees who have used all of their uniform credit may purchase uniform items
29 at their own expense at any time. Employees who have used all of their uniform
30 credit will be required to purchase core uniform replacement items at their
31 own expense to be in compliance with the Company's uniform and appearance
32 policy.
33
- 34 F. Payment for such uniform items will be a one-time lump sum or four (4) equal
35 payroll deductions, at the employee's option, subject to the following restrictions:
36 (i) such deduction must be permitted by applicable state law and employees
37 must sign a payroll deduction form in those states that require individual
38 employee authorizations in order to carry out that deduction; (ii) the minimum
39 purchase eligible for payroll deduction is twenty five dollars (\$25.00); (iii) the
40 maximum balance due allowed on an employee's account is three hundred
41 dollars (\$300.00); and (iv) the minimum amount to be deducted per pay period
42 shall be twenty dollars (\$20.00), or a remaining balance less than twenty dollars
43 (\$20.00) however, an employees may elect to deduct a greater amount.

- 1 G. Employees who lose uniform items or damage uniform items as a result of
2 improper care/maintenance or cleaning and who have used all of their uniform
3 credit will be responsible to pay for replacement items at full cost. Uniform items
4 damaged at work shall be replaced by the Company at no cost to the employee
5 if there are insufficient funds in the employee's uniform account to cover the cost
6 of replacement.
7
- 8 H. Uniform credit and uniform account balances for employees who are furloughed
9 will be frozen. Payroll deductions for uniform account balances will resume when
10 the employee is recalled to active service.
11
- 12 I. Employees who are subject to payroll deductions for uniforms and terminate or
13 resign are required to pay any outstanding uniform account balance to the
14 Company.
15
- 16 J. Protective clothing will be provided by the Company as follows:
17
- 18 1. Coats will be issued to all uniformed employees. The Company shall meet
19 with the Uniform Committee to discuss the type(s) of coat(s) to be offered
20 to employees at a work location based on the historic weather conditions
21 at the location. If the Company offers more than one (1) type of coat at a
22 location, an employee shall be permitted to select from the types offered.
23 Such coat, at an employee's request, shall be replaced at the Company's
24 expense every five (5) years.
25
 - 26 2. Ear protectors are provided to and must be worn by employees assigned
27 to positions exposed to aircraft noise.
28
 - 29 3. Employees transferring outside Passenger Service or who terminate or
30 resign are required to return all items of protective clothing to the Company.
31
- 32 K. The Company will reimburse the employee for reasonable and approved
33 alterations such as hemming, shortening of sleeves, taking in the waist, etc.
34 Alterations cannot change the design of the uniform. Any other alterations will be
35 at the expense of the employee and must meet with Company approval.
36
- 37 L. A Uniform Committee consisting of at least one (1) male and one (1) female
38 employee from Passenger Service will meet with the Company to discuss:
39
- 40 1. any anticipated major changes in uniform style, color, material, and
41 appearances standards;
42
 - 43 2. increases in uniform cost; and/or
44
 - 45 3. significant issues of interpretation regarding the Company's uniform and
46 appearance policy.

- 1 The Uniform Committee's recommendations regarding these issues will be
2 considered by the Company; however, the Company reserves the right to
3 make all final decisions related to its uniform and appearance policy.
4
- 5 M. If the Company decides to change the core uniform style, the Company will pay
6 for all new core uniform items. Employees are required to continue to pay any
7 uniform account balance owed.
8
- 9 N. An employee will be allowed to wear an Association, CWA or IBT pin on their
10 uniform while on duty, in accordance with the Company's uniform and appearance
11 policy.

1 **ARTICLE 24 - SHIFT DEFINITIONS AND PREMIUMS**
2

3 A. Shifts are defined based on the scheduled starting time, as follows:
4

5 1. Shift 1: Employees scheduled to report to work at or after 0500, but before
6 1200, are on Shift 1. There is no shift premium paid for work beginning at
7 or after 0500, but before 1200.
8

9 2. Shift 2: Employees scheduled to report to work at or after 1200, but before
10 1800, are on Shift 2. Employees on Shift 2 are paid Shift 2 rates for the
11 entire shift. The Shift 2 premium is \$0.55 per hour.
12

13 3. Shift 3: Employees scheduled to report to work at or after 1800, but before
14 0500, are on Shift 3. Employees on Shift 3 are paid Shift 3 rates for the
15 entire shift. The Shift 3 premium is \$0.62 per hour.
16

17 4. Shift 4: Open-time/relief employees are on Shift 4. The Shift 4 premium is
18 \$0.65 per hour and shall be paid for all hours worked during the work week.
19

20 B. Employees working overtime on a scheduled work day continuous with the regular
21 shift are paid shift premium for the overtime period based on the starting time of
22 the scheduled shift. The shift premium for employees who work overtime not
23 continuous with their regular shift will be based on the starting time of the overtime
24 shift.
25

26 C. Employees who shift trade to work are paid the applicable shift premium as set
27 forth above in Paragraphs A.1 through A.3 above. The employee who shift traded
28 off is not paid shift premium.
29

30 D. Shift premiums as defined above are paid only for hours worked.
31

32 E. Language Premium
33

34 1. The Company may establish language premium duty assignments as
35 determined by the Company.
36

37 2. Qualified employees in language premium duty assignments will be paid
38 language premium for all hours worked.
39

40 3. The language premium is \$1.00 per hour to be added to the employee's
41 base rate of pay.

- 1 4. Employees occupying, applying for or transferring into a language premium
2 position may be required to pass a functional proficiency exam (written
3 and/or oral) specific to Passenger Service duties as established by the
4 Company and the Union.
5
- 6 5. Employees who are qualified for a language premium position as outlined
7 above, and who, at Company direction, perform work requiring their
8 language skill will be paid the language premium for each hour worked
9 requiring their language skill or a minimum of four (4) hours, whichever is
10 greater.
11
- 12 F. CSCs will receive a premium of \$3.00 per hour to be added to their base rate of
13 pay.
14
- 15 G. HBRs and OBRs holding positions on Specialty II desks will receive a premium of
16 \$1.50 per hour to be added to their base rate of pay.
17
- 18 H. HBRs and OBRs holding positions on Specialty I desks will receive a premium of
19 \$1.00 per hour to be added to their base rate of pay.
20
- 21 I. PGSCs will receive a premium of \$3.00 per hour to be added to their base rate of
22 pay.
23
- 24 J. LPGSRs will receive a premium of \$1.00 per hour to be added to their base rate
25 of pay.

1 **ARTICLE 25 - GRIEVANCE PROCEDURE**

2
3 A. Grievance Steps

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

9
10 1. Oral Step

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

20
21 2. Step 1

22
23 a. If a satisfactory decision is not reached at the oral step, a grievance
24 must be submitted in writing to the local Director/Manager within ten
25 (10) days of the oral decision.

26
27 b. If the Union believes that any provision of this Agreement has not
28 been properly applied or interpreted with respect to discipline or
29 discharge, the Union may bypass the Oral Step and submit a
30 grievance in writing to the local Director/Manager within ten (10) days
31 of the occurrence that leads to the grievance.

32
33 c. The local Director/Manager will render a decision in writing to the
34 employee, Union Representative and the Local Union within seven
35 (7) days of receipt of the grievance. Step 1 decisions are non-
36 precedential.

37
38 3. Step 2

39
40 a. If a satisfactory decision is not reached at Step 1, the grievance may
41 be appealed in writing by the Union within ten (10) days of the receipt
42 of the Step 1 decision to the appropriate department Director, or their
43 designee.

- b. At Step 2, either the Union or Company may request, in writing, that a hearing be conducted. If a hearing is requested by either party, the hearing will be scheduled to occur at a date and time mutually agreeable to the Union Representative and department Director, or their designee, who did not respond to the Step 1 decision, within twenty-one (21) days of the department Director's, or their designee's, receipt of the appeal. If a hearing is requested by either party and such hearing does not occur within twenty-one (21) days of the department Director's, or their designee's, receipt of the appeal, the Union, at its discretion, may appeal the grievance to Step 3. When a hearing is conducted, the department Director, or their designee, will render a decision in writing to the employee with a copy provided to the Union Representative and the Local Union within seven (7) days of the hearing date.
- c. If neither party requests a hearing, the department Director, or their designee, will render a decision in writing to the employee with a copy provided to the Union Representative and the Local Union within fourteen (14) days of receipt of the appeal.

4. Step 3

- a. If a satisfactory decision is not reached at Step 2, the grievance may be appealed in writing by the Union to the System Board of Adjustment within thirty (30) days of the receipt of the Step 2 decision.
- b. The Union (Association Director or Vice Director, or their designees) may file a grievance directly to Step 3 of the grievance process for non-disciplinary contract interpretation.

B. Issuance of Discipline

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

1 C. Union Representation at Investigatory Interviews

- 2
- 3 1. An employee will have the right to have a representative of the Union or, at
- 4 the employee's option, another Passenger Service employee present when
- 5 the employee is required to attend a meeting which may result in discipline
- 6 of the employee. If more than one Steward is on duty, the employee will be
- 7 permitted to select the Steward of their choice. If the Steward on duty
- 8 chosen by the employee is unavailable based on the needs of the service,
- 9 the Company will delay the meeting, provided that it shall not be delayed
- 10 beyond the end of the employee's shift.
- 11
- 12 2. The employee will have the opportunity to obtain a Steward's or Union
- 13 Representative's telephonic participation in the meeting if neither is
- 14 available on site.
- 15
- 16 3. Notwithstanding Paragraph C.2 above, if an HBR employee is required to
- 17 attend an investigatory interview in person, they may have a Steward or
- 18 Union Representative attend the meeting in person as well, if the Steward
- 19 or Union Representative is available at that time based on the needs of the
- 20 operation.
- 21
- 22 4. Employees will not be required to travel to, attend or participate in
- 23 investigatory interviews or meetings, in person or by phone, while off duty,
- 24 except as necessary based on extenuating circumstances.
- 25

26 D. Disciplinary Grievances Other Than Discharge

- 27
- 28 1. In cases of discipline other than discharge, the employee or Union may
- 29 request a hearing at the Step 1 level. The request for a hearing must be
- 30 submitted with the written grievance.
- 31
- 32 2. The hearing will be scheduled to occur at a date and time mutually
- 33 agreeable to the Union Representative and department Director, or their
- 34 designee, within twenty-one (21) days of the local Director/Manager's, or
- 35 their designee's, receipt of the grievance.
- 36
- 37 3. The local Director/Manager, or their designee, will render a decision in
- 38 writing to the employee within ten (10) days of the hearing, and a copy of
- 39 the decision will be provided to the local Union Representative, and
- 40 thereafter Step 2 shall apply.
- 41
- 42 4. Step 1 decisions are non-precedential. The time frame described in this
- 43 Paragraph is an exception to the normal time frames within Step 1.

1 5. If a hearing does not occur within twenty-one (21) days of the
2 Director/Manager's, or their designee's, receipt of the appeal, the Union, at
3 its discretion, may appeal the grievance to Step 2.
4

5 E. Discharge Grievances
6

7 1. In cases of discharge, the affected employee shall file a grievance with the
8 appropriate department Director, or their designee, within seven (7) days
9 of the discharge.
10

11 2. The department Director, or their designee, shall schedule a hearing to
12 occur on the discharge grievance at a date and time mutually agreeable
13 to the Union Representative and department Director, or their designee,
14 within ten (10) days of the filing of the grievance. The written decision of
15 the department Director, or their designee, shall be issued to the employee
16 and Union Representative within ten (10) days of the hearing, and
17 thereafter Step 3 shall apply.
18

19 3. If a hearing does not occur within ten (10) days of the Director's, or their
20 designee's, receipt of the appeal, the grievance shall be deemed denied,
21 and the Union, at its discretion, may appeal the grievance to Step 3.
22

23 F. Remedy
24

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

31 G. Time Limits
32

33 1. The time limits set forth in this Article may only be waived by mutual, written
34 agreement of the parties.
35

36 2. Failure of the Company to answer grievances within the prescribed time
37 limits at any step automatically moves such grievances to the next level of
38 the grievance procedure.
39

40 3. Failure of the employee or Union Representative to comply with any of the
41 prescribed time limits will withdraw the grievance from further consideration.

1 H. Probationary Employees

2

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

6

7 I. Hearings

8

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

13

14 J. Authorized Union Business

15

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

24

25 K. Union Activity

26

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

29

30 L. Mediation Process

31

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

35

36 1. The issues mediated will be the same as the issues the parties have failed
37 to resolve through the grievance process. Multiple grievances may be
38 submitted to mediation together if mutually agreed to by the parties. The
39 presentation of evidence is not limited to that presented at any previous step
40 of the grievance procedure. The rules of evidence will not apply and no
41 transcript of the mediation conference shall be made.

42

43 2. The grievant(s) will have the right to be present for the presentation of the
44 case. Other attendees will include those individuals needed to present the
45 parties' positions and to reach agreement with the authority to bind their

1 respective parties. Non-participating observers will not be admitted except
2 by mutual agreement of the parties.

3
4 3. The Company and the Union shall each appoint a principal spokesperson
5 for the mediation conference.
6

7 4. The mediator has the authority to meet both jointly and separately with the
8 parties; however, the mediator has no authority to compel resolution of the
9 grievance.
10

11 5. Any grievance settled during a mediation conference that is intended to be
12 non-precedent setting shall be so stated in a jointly executed settlement
13 agreement.
14

15 6. If no settlement is reached during the mediation conference, the mediator
16 shall provide the parties with an immediate oral advisory decision involving
17 the interpretation or application of the collective bargaining agreement,
18 together with the reasons for their decision, unless both parties agree that
19 no opinion shall be provided.
20

21 7. The advisory decision of the mediator, if accepted by the parties, shall not
22 constitute a precedent, unless the parties agree otherwise.
23

24 8. Any written material or documentary evidence presented to the mediator or
25 to the other party shall be returned to the party presenting that material at
26 the end of the mediation conference.
27

28 9. In the event that a grievance, which has been the subject of a mediation
29 conference, is subsequently heard before a system board under Article 26
30 of this Agreement, the mediator may not serve as the arbitrator, nor may
31 they be called as a witness by either party in such proceedings. During the
32 system board proceedings on such a grievance, no reference will be made
33 to the fact that the grievance was the subject of a mediation conference; nor
34 will there be any reference to statements made, documents provided, or
35 actions taken by either the mediator or the participants during the course of
36 a mediation conference, unless the party offering such statements,
37 documents or actions would have had access or entitlement to them outside
38 of the mediation conference.
39

40 10. By agreeing to schedule a mediation conference, the parties are not waiving
41 any procedural arguments that they may have regarding the case. Both the
42 Company and the Union reserve the right to raise jurisdictional or
43 procedural issues notwithstanding their agreement to schedule such a
44 conference.

- 1 11. All parties in the mediation conference, including the mediator, are barred
2 from disseminating information pertaining to the conference and/or
3 individual grievances to the public, the media or like source.
4
- 5 12. All mediation fees and expenses will be shared equally between the parties.
6 The mediation conference will be held in the same location, as would a
7 system board hearing, unless the parties mutually agree upon another
8 location. Each of the parties will assume the compensation, travel expense
9 and other expenses of the mediation participants brought by that party. The
10 grievant, or grievants if multiple grievances are being mediated, and a Union
11 Representative, who are employees of the Company shall receive free
12 round-trip transportation on space positive status over the Company system
13 from the point of duty or assignment to the location of the mediation, to the
14 extent permitted by law.
15
- 16 13. Mediators will be selected by mutual agreement of the parties. If the parties
17 are unable to agree to a mediator or a grievance is not resolved in the
18 mediation process, then the parties shall proceed pursuant to the system
19 board process under Article 26 of this Agreement unless the grievance is
20 withdrawn.
21

22 M. Stenographic Report
23

24 When it is mutually agreed that a stenographic report is to be taken by a public
25 stenographer of any investigation or hearing provided for in this Agreement, the
26 cost will be borne equally by both parties to the dispute. When it is not mutually
27 agreed that a stenographic report of the proceedings be taken by a public
28 stenographer, the stenographic report of any such investigation or hearing may be
29 taken by either of the parties to the dispute. A copy of such stenographic record
30 will be furnished to the other party to the dispute upon request at a pro rata cost.
31 The cost of any additional copies requested by either party shall be borne by the
32 party requesting them, whether the stenographic record is taken by mutual
33 agreement or otherwise.

1 **ARTICLE 26 - SYSTEM BOARDS OF ADJUSTMENT**
2

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

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

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

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

39
40 E. The panel of neutrals shall consist of eleven (11) neutrals. The parties shall agree
41 on a panel of neutrals in the following manner:

- 42
43 1. Each party shall provide to the other a list of thirteen (13) neutrals within
44 fourteen (14) days after the signing of this Agreement. Any names found on
45 both lists will be deemed to be members of the panel. Any other names from

1 either list, which can be agreed upon by the parties, will also be placed on
2 the panel.

3
4 2. Should the parties fail to agree upon a panel of eleven (11) neutrals within
5 forty-five (45) days after the signing of this Agreement, then either party may
6 petition the National Mediation Board (“NMB”) for a list of candidates
7 consisting of the requisite number needed plus a number of additional
8 candidates equal to three (3) times the number of remaining neutrals
9 needed. Any candidate offered by the NMB shall be a member of the
10 National Academy of Arbitrators. The parties will then use an alternate strike
11 process to arrive at the necessary number of neutrals, with the order of
12 striking to be determined by coin toss.

13
14 3. Each panel member shall serve for a minimum period of twelve (12) months,
15 effective on the date that the parties reach resolution on the first panel of
16 eleven (11) neutrals. After a panel member has served for a twelve (12)
17 month period, either the Company or the Union may serve notice to remove
18 them by notifying the other party. Within thirty (30) days of such notification
19 or if a vacancy occurs on the panel the parties will endeavor to select a
20 replacement. If the parties cannot agree on a replacement panel member
21 within thirty (30) days, either the Union or the Company may petition the
22 NMB to provide seven (7) names of arbitrators who are members of the
23 National Academy of Arbitrators and the Company and the Union will select
24 under the procedures set forth in Paragraph C above, one (1) of the seven
25 (7) arbitrators as a replacement panel member.

26
27 F. The location of the hearings of the Board for the purpose of contract interpretation
28 will be rotated between the Company’s corporate headquarters and Union
29 headquarters, unless the parties mutually agree otherwise. Hearings of the Board
30 for the purpose of discipline and/or termination will take place at the hub or gateway
31 city closest to the grievant’s work location, unless the parties mutually agree
32 otherwise.

33
34 G. The Board shall have jurisdiction over grievances under this Agreement. The
35 jurisdiction of the Board shall not extend to proposed changes in hours of
36 employment, rates of compensation or working conditions covered by this
37 Agreement or any of its amendments.

38
39 H. The Board shall consider any grievance properly submitted to it by the Union or by
40 the Vice President-Labor Relations when such grievance has not been previously
41 settled in accordance with the terms provided for in this Agreement.

42
43 I. An employee covered by this Agreement may be represented at Board hearings
44 by any person designated by the employee and the Company may be represented
45 by any person designated by it. Evidence may be presented both orally and in

1 writing. The Board may summon any witnesses who are employed by the
2 Company and who may be deemed necessary by the parties to the dispute.
3

4 J. The decision of the Board shall be rendered within thirty (30) days after the close
5 of the hearing. A majority vote of the members of the Board shall be necessary to
6 make a decision. The decisions will be final and binding upon the Company, the
7 Union and the grievant(s).
8

9 K. The time limits specified in this Article may be extended by mutual agreement
10 between the parties to this Agreement.
11

12 L. Nothing contained in this Article will be construed to limit, restrict, or abridge the
13 rights or privileges accorded either to the employees, the Company, or their duly
14 accredited representatives under the provisions of the RLA, as amended.
15

16 M. The Board shall maintain a complete record of all matters submitted to it for
17 consideration, and of all findings and decisions made by it.
18

19 N. Each of the parties will assume the compensation, travel expense and other
20 expenses of the Board members selected by them.
21

22 O. Each of the parties will assume the compensation, travel expense and other
23 expenses of the witnesses called or summoned by them. The grievant, a Union
24 representative and witnesses, who are employees of the Company, shall receive
25 free roundtrip transportation on space positive status over the Company system
26 from the point of duty or assignment to the location of the hearing, to the extent
27 permitted by law.
28

29 P. The Company and Union members, acting jointly, shall have the authority to incur
30 such other expenses as, in their judgment, may be deemed necessary for the
31 proper conduct of the business of the Board, and such expenses shall be borne
32 one-half (1/2) by each of the parties. Board members, who are employees of the
33 Company, shall be furnished free round-trip transportation over the Company
34 system on space positive status for the purpose of attending meetings of the
35 Board, to the extent permitted by law. Union Board members who are employees
36 of the Company shall be granted necessary time off without pay for the
37 performance of their duties as Board members.
38

39 Q. A Board member shall be free to discharge their duty in their capacity as a Board
40 member in an independent manner without fear that their individual relations with
41 the Company or with the Union may be affected in any manner by any action taken
42 by the Board member in good faith.
43

44 R. In addition to the Board process described above, the parties hereby establish a
45 Quarterly System Board of Adjustment (the "Quarterly Board"). The following
46 procedures shall apply:

- 1 1. On or before November 1, the Company and the Union shall mutually agree
2 on the selection of one (1) neutral to be chosen from the panel of arbitrators
3 resulting from the process described above in Paragraph E, together with
4 one (1) Union appointed member and one (1) Company appointed member,
5 to constitute the Quarterly Board to serve for the following year or other
6 mutually agreed pre-determined period. In coordination with the selected
7 Quarterly Board, four (4) dates shall be selected for the following year for
8 the Quarterly Board to meet.
9
- 10 2. The Quarterly Board shall sit for a pre-determined period as mutually
11 agreed to by the parties, and is authorized to hear and decide only those
12 grievances that the parties mutually agree are appropriate for submission
13 to the Quarterly Board, and such agreement shall not be unreasonably
14 withheld.
15
- 16 3. At least forty-five (45) days prior to each date selected for the Quarterly
17 Board meetings, the Company and the Union shall meet to attempt to
18 resolve grievances, and if not resolved, to determine whether the parties
19 agree to submit any grievances to the Quarterly Board. The party that does
20 not agree to submission of a grievance to the Quarterly Board must provide
21 its rational. To the extent either the Company or the Union believes the
22 process is not working or agreement to submit to the Quarterly Board is
23 being unreasonably withheld, a meeting shall be scheduled with the
24 Company Vice President of Labor Relations or the appropriate Union
25 official.
26
- 27 4. At the conclusion of the hearing of each grievance, the Quarterly Board shall
28 issue an award.
29
- 30 5. The Quarterly Board shall issue a written award without a written or oral
31 opinion. If a discipline or discharge case, and the grievance is sustained
32 whether in whole or in part, the Quarterly Board shall include any remedy in
33 its written award. Awards issued by the Quarterly Board shall not establish
34 precedent and will not be used or referred to in the future by either party
35 except to enforce the terms of the award.
36
- 37 6. By submitting a case to the Quarterly Board, each party agrees they will
38 have waived their rights to arbitration before the Board. A case not
39 submitted to the Quarterly Board shall remain pending before the Board.
40
- 41 7. For each grievance, attendees will include those individuals a party deems
42 are necessary to present the party's position.

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

1 **ARTICLE 27 - INSURANCE, RETIREMENT, AND OTHER BENEFITS**

2
3 The following represents the terms of the medical and life coverage for eligible
4 active Passenger Service employees under the American Airlines, Inc. Health &
5 Welfare Plan for Active Employees (“Medical Plan”) (said medical coverage being
6 referred to below as “Active Medical Coverage”) and Passenger Service
7 employees retiring on or after November 1, 2012 under The Group Life and Health
8 Benefits Plan for Retirees of American Airlines, Inc. (“Retiree Medical Plan”) (said
9 medical coverage being referred to below as “Retiree Medical Coverage”). This
10 coverage replaces and supersedes the previous medical and dental plan
11 provisions.
12

13 **A. LIFE INSURANCE**

14
15 For Passenger Service employees whose base monthly salary is one thousand
16 five hundred dollars (\$1,500) or more, the employee’s basic coverage shall be two
17 (2) times their base annual salary taken to the next higher multiple of one hundred
18 dollars (\$100), but not more than seventy thousand dollars (\$70,000).
19

20 **B. MEDICAL AND DENTAL PLAN**

21
22 Active Passenger Service employees’ Active Medical Coverage, subject to
23 Paragraph B.7 below, shall continue in effect according to the following provisions:
24

- 25 1. The Company will offer two (2) medical options in the Medical Plan subject
26 to Paragraph B.13 below: (i) the Standard option; and, (ii) the Core medical
27 option which is a Health Savings Account-compatible medical option. The
28 Company reserves the right to amend the Medical Plan at the Company’s
29 sole discretion, with the exception of:
30
- 31 a. The Standard medical option design features in the Chart of Active
32 Medical Coverage Option Design Features in Paragraph B.8 below;
33
 - 34 b. The employee contribution methodology for the Standard and Core
35 medical options described in Paragraphs B.4 and B.5 below;
36
 - 37 c. The right to purchase dental coverage as offered by the Company.
38
- 39 2. To the extent the Company is offering the High Cost Coverage “HCC”
40 (former Value medical option) medical option in any plan year to employees,
41 employees eligible to enroll in the Standard or Core medical options will be
42 eligible to enroll in the HCC medical option. The Company reserves the right
43 to amend or terminate the HCC medical option at its sole discretion.

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- 3. To the extent feasible, advance notice of material Medical Plan changes will be provided to the Union prior to implementation. At least thirty (30) days prior to the distribution of the Active Medical Coverage annual enrollment materials, the Company will provide the Union with a copy of the data, assumptions and methodologies used to calculate employee contributions under the Standard and Core medical options.

- 4. Aggregate employee contributions for the Standard and Core medical options will be twenty-one percent (21%) of the total projected cost of each forecasted year of healthcare expenses for these two (2) medical options (which include medical/prescription and administrative expenses) as calculated by the Company. Employee contributions for the Standard and Core medical options will increase with medical inflation with employee contributions set as explained above. The HCC medical option inflation and employee contributions will be calculated separately from the Standard and Core medical options. On an annual and non-precedent setting basis the Company may lower the cost of employee contributions to the Core medical option in its sole discretion.

- 5. 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

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

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

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

1

8. Chart of Active Medical Coverage Option Design Features:

	Standard
Current Plan Design Features	
Health Spending Accounts	HRA
In Network Deductible (Single/Family)	\$850/\$2,550
Out of Network Deductible (Single/Family)	\$3,000/\$9,000
Coinsurance (In/Out)**	20%/40%
In Network Out of Pocket Max (Single/Family)	\$2,000/\$5,000
Out of Network Out of Pocket Max (Single/Family)	\$6,000/\$15,000
Primary Care Physician Copay (In Network only)	\$30*
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)

2

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

3

4

** (In/Out) when used in the chart means In-Network and Out-of-Network, respectively.

5

6

7

9. The following provisions apply to the Standard medical option:

8

9

a. Deductibles do not apply toward Out of Pocket maximums;

10

b. Medical coinsurance applies towards Out of Pocket maximums;

11

12

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

13

14

15

d. Co-pays do not apply to the Deductible.

16

- 1 10. The Company will also retain the right to amend any provision in the
2 Medical Plan for the purpose of complying with applicable laws and
3 regulations.
4
5 11. Passenger Service employees will be required to timely pay for all
6 benefits, including Flexible Spending Account contributions, in order to
7 maintain coverage, including while on a Leave of Absence, through payroll
8 deduction, the direct bill process or other collection process as applicable.
9

10 **C. DISABILITY COVERAGE**

11
12 The Company agrees to offer, at the employee's expense, an Optional Short Term
13 Disability Plan, a Long Term Disability Plan and Optional Voluntary Personal
14 Accident Insurance (VPAI).
15

16 **D. RETIREE HEALTH CARE**

17
18 Retiree Medical Coverage (LAA Retiring on or After November 1, 2012 and LUS
19 Retiring on or After January 1, 2017)
20

- 21 1. Notwithstanding any other collective bargaining agreement provisions, and
22 all other agreements, past practices, and arbitration awards between the
23 parties, the Company is not required to maintain, fund, or provide for retiree
24 medical or retiree life insurance benefits.
25
26 2. Retiree Medical Coverage for Passenger Service employees Ages 55
27 through 64 (LAA Retiring on or After November 1, 2012 and LUS Retiring
28 on or After January 1, 2017).
29

30 Passenger Service employees retiring on or after age fifty-five (55) and
31 through age sixty-four (64) will have access to a Company-sponsored
32 retiree medical option. Retiree contribution rates for this coverage will be
33 one hundred percent (100%) of projected annual expenses (which includes
34 administrative expenses) using data, assumptions, and methodologies for
35 calculating future retiree healthcare costs. Although it is the Company's
36 intention to continue to make available access to medical coverage for
37 retirees from age fifty-five (55) through age sixty-four (64), the Company
38 reserves the right to modify, amend, or terminate the Retiree Medical Plan
39 at any time.
40

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

1 Retiree Medical Coverage shall cease when the retired Passenger Service
2 employee attains age sixty-five (65). Retirees age sixty-five (65) and over
3 will be offered access to purchase, at the retiree's expense, a guaranteed
4 issue Medicare supplement plan through a third party administrator, to the
5 extent available.
6

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

16 5. The Sick Retirement balance will continue to be decremented for (1) paid
17 sick hours, (2) unpaid sick hours, and (3) paid sick hours used for personal
18 FMLA leave.
19

20 6. Upon retirement, an employee at their election will be paid nine dollars and
21 twenty cents (\$9.20) per hour for accrued hours in their sick bank and hours
22 in their Sick Retirement balance, provided the total hours paid shall not
23 exceed the maximum sick bank hours specified in Article 18 of this
24 Agreement, or credited to a notional HRA subject to the provisions of
25 Paragraph 7. If an employee does not timely notify the Company of their
26 intent to retire in accordance with Paragraph 7(b), then the employee will
27 be paid out their sick bank and hours in their Sick Retirement balance as
28 outlined in this Paragraph.
29

30 7. The Company shall establish a Health Reimbursement Account ("HRA") for
31 eligible retirees covered by this Agreement who:
32

33 a. Meet the retirement criteria of the 65-point plan or equivalent policy
34 and retire from the Company;

35 and
36

37 b. Give the Company at least four (4) months' advance notice of the
38 employee's intent to retire.
39

40
41 For each such eligible retiree, the Company will credit to a notional HRA
42 account the value of the eligible retiree's accumulated unused sick leave
43 hours at the time of retirement multiplied by fifty percent (50%) of the hourly
44 rate of the retiree at the time of retirement. The HRA credits may be used
45 for qualified retiree medical expenses for any qualified retiree medical plan.

1 The HRA credits may only be used to reimburse the retiree for
2 unreimbursed, substantiated, qualified medical expenses of the retiree
3 and/or eligible dependents up to the retiree's HRA credit balance.
4

5 The HRA must comply with all applicable laws and regulations. The
6 Company will be responsible for drafting and maintaining the HRA plan
7 documents, and will have discretion over all plan-related items not
8 addressed in this Agreement. The Company shall have the right to amend
9 any provision of the HRA plan that is required by applicable law or is
10 necessary to maintain the tax qualified status of the plan.
11

12 **E. RETIREE LIFE INSURANCE**

13
14 Retiree life insurance benefits are discontinued for Passenger Service employees
15 (LAA retiring on and after November 1, 2012 and LUS retiring on and after January
16 1, 2017).
17

18 **F. NON-INCORPORATION**

19
20 The Medical Plan and the Retiree Medical Plan are not incorporated in this
21 Agreement.

1 **ARTICLE 28 - RETIREMENT PLAN**
2

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

10 B. Auto-Enrollment

11
12 Passenger Service employees hired at the Company, shall be auto-enrolled at an
13 Employee Before-Tax Elective Contribution rate of three percent (3%) of
14 Compensation, as defined in the American 401(k) Plan. Auto-enrollment will occur
15 as soon as administratively feasible but not less than thirty (30) days following the
16 Passenger Service employee’s DOH.
17

18 C. Employer Contributions

19
20 The Company, subject to any laws limiting the amount of benefit which can be
21 contributed to or accrued under a plan qualified under Section 401(a) of the
22 Internal Revenue Code of 1986, as amended from time to time, and its regulations,
23 will provide contributions under the American 401(k) Plan, as follows:
24

25 1. Eligible Passenger Service employees shall receive Non-Elective Employer
26 Contributions in an amount equal to five percent (5%) of their Eligible
27 Compensation, as defined in the American 401(k) Plan. Eligible Passenger
28 Service employees will also be eligible to receive Employer Matching
29 Contributions in an amount equal to one hundred percent (100%) of the
30 member’s Employee Before-Tax Contributions and Employee Designated
31 Roth Contributions up to a maximum Employer Matching Contribution equal
32 to four percent (4%) of Eligible Compensation, as defined in the American
33 401(k) Plan.
34

35 D. Eligibility

36
37 1. Employer Matching Contributions: All Passenger Service employees must
38 satisfy the one (1) year service requirement, as defined in the American
39 401(k) Plan, to be eligible to receive Employer Matching Contributions in
40 the American 401(k) Plan. Provided, however, that all Passenger Service
41 employees who are on the American Airlines System Seniority List as of
42 DOS and who are not eligible to receive Employer Matching Contributions
43 as of DOS shall have all prior service with the Company and/or AAG
44 recognized for purposes of determining eligibility for post-DOS Employer
45 Matching Contributions to the American 401(k) Plan.

1 2. Non-Elective Employer Contributions: All Passenger Service employees
2 must satisfy the one (1) year service requirement, as defined in the
3 American 401(k) Plan, to be eligible to receive Non-Elective Employer
4 Contributions in the American 401(k) Plan. Provided, however, that all
5 Passenger Service employees who are on the American Airlines System
6 Seniority List as of DOS and who are not eligible to receive Non-Elective
7 Employer Contributions as of DOS shall have all prior service with the
8 Company and/or AAG recognized for purposes of determining eligibility for
9 post-DOS Non-Elective Employer Contributions to the American 401(k)
10 Plan.

11
12 E. Vesting

13
14 1. Employer Matching Contributions: All Passenger Service employees with
15 two (2) or more years of vesting service, as defined in the American 401(k)
16 Plan, shall be one hundred percent (100%) vested in their Employer
17 Matching Contributions. Provided, however, that all Passenger Service
18 employees who are on the American Airlines System Seniority List as of
19 DOS and who are not vested in their Employer Matching Contributions as
20 of DOS shall have all prior service with the Company and/or AAG
21 recognized for purposes of determining vesting for post-DOS Employer
22 Matching Contributions to the American 401(k) Plan.

23
24 2. Non-Elective Employer Contributions: All Passenger Service employees
25 with two (2) or more years of vesting service, as defined in the American
26 401(k) Plan, shall be one hundred percent (100%) vested in their Non-
27 Elective Employer Contributions. Provided, however, that all Passenger
28 Service employees who are on the American Airlines System Seniority List
29 as of DOS and who are not vested in their Non-Elective Employer
30 Contributions as of DOS shall have all prior service with the Company
31 and/or AAG recognized for purposes of determining vesting for post-DOS
32 Non-Elective Employer Contributions to the American 401(k) Plan.

33
34 F. The Company reserves the right to amend the American 401(k) Plan at the
35 Company's sole discretion.

36
37 G. The American 401(k) Plan is not incorporated in this Agreement.

1 **ARTICLE 29 - TRAINING, TRAVEL PAY AND MEAL PER DIEM**

- 2
- 3 A. Employees may be required to attend and/or successfully complete training
- 4 programs sponsored by the Company. All training including but not limited to
- 5 computer-based training shall be done during an employee's on-duty hours.
- 6
- 7 B. When changes to Company systems, policies or procedures require training,
- 8 employees who fail to successfully complete the required training program will be
- 9 permitted one (1) opportunity to retest or repeat the training program.
- 10
- 11 C. Employees who fail to successfully complete Passenger Service training programs
- 12 required by the Company as a result of an involuntary displacement will be
- 13 permitted to retest or repeat the training program and if still unsuccessful, will be
- 14 permitted to file in-station and system transfer bids for transfer to any other duty
- 15 assignment within their group. In the event the employee is unable to successfully
- 16 transfer under these provisions, he will be placed on furlough status and will be
- 17 prohibited from transferring to any vacancy requiring the same training curriculum
- 18 for a period of one (1) year following the employee's return date.
- 19
- 20 D. The Company shall make reasonable efforts to assign employees to attend training
- 21 programs during their normal shifts. When not possible, however, the Company
- 22 may shift adjust employees' starting times and/or change employees' day(s) off as
- 23 described in Article 5 of this Agreement to attend single day training events. Where
- 24 the training requirement cannot be scheduled within the employee's shift, the
- 25 Company may shift extend such employee provided such shift extension does not
- 26 exceed three (3) hours.
- 27
- 28 E. Multiple day training events or single day training events that are not scheduled as
- 29 described in Paragraph D above will be bid in seniority order among affected
- 30 employees. The Company reserves the right to restrict the number of employees
- 31 who may attend the training sessions from each group, classification, duty
- 32 assignment, shift and/or starting time.
- 33
- 34 F. Compensation for Training
- 35
- 36 1. Employees required to attend training on a scheduled workday will receive
- 37 pay for the actual classroom hours, plus any hours worked excluding their
- 38 regularly scheduled unpaid meal period, at the applicable rate.
- 39
- 40 2. Employees who are required to attend classroom training outside of their
- 41 normally scheduled shift that is not continuous with their scheduled shift will
- 42 be paid the number of actual classroom hours or a minimum of four (4)
- 43 hours, whichever is greater, at the applicable rate.

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

- 3
- 4 1. If traveling by air, travel time begins at the scheduled departure time of the
5 flight and ceases upon the start of a Company meeting or training if travel
6 and the Company meeting or training occur on the same day, or ceases
7 upon arrival at the destination airport if travel and the Company meeting or
8 training are not on the same day. Travel time back to an employee's
9 geographic work location begins at the conclusion of the Company training
10 or meeting and ceases upon arrival of the flight at the destination airport,
11 excluding overnights. Employees traveling by air will travel on space
12 positive status.
- 13
- 14 2. When air service is not available or not practical and required ground travel
15 is approved in advance by the Company, employees will be reimbursed at
16 the IRS rate based on official American Automobile Association (AAA)
17 mileage charts for distances driven to attend training or meetings.
- 18
- 19 3. Employees traveling to and/or attending training or meetings away from
20 their geographic work location on a scheduled work day will be
21 compensated for the minimum hours they were scheduled for that day at
22 straight time rates. If the travel time plus actual classroom time plus any
23 hours worked (excluding an unpaid meal period) exceed the employee's
24 regularly scheduled hours, they will be compensated at applicable rates.
- 25
- 26 4. Employees required to travel on a scheduled day off will be compensated
27 for travel time at the applicable rate.
- 28
- 29 5. An employee's geographic work location is their station except for HBRs,
30 whose geographic work location is their residence. HBRs will not be paid
31 mileage or travel time for travel within their HBR radius.
- 32

33 H. Meal Per Diem Payments

- 34
- 35 1. When meals are not provided by the Company or the hotel, per diem
36 payments for meal expenses are provided to employees required to attend
37 training or meetings away from their geographic work location.
- 38
- 39 2. Meal per diem payments are as follows:
 - 40
 - 41 a. Breakfast - \$10.00. Breakfast per diem is provided only on those
42 days when employees are required to overnight the day prior to the
43 training or meeting.
 - 44
 - 45 b. Lunch - \$15.00.

1 c. Dinner - \$25.00. For employees traveling by air, dinner per diem is
2 provided when an overnight stay is required and the employee's flight
3 to the Company training/meeting site departs prior to 6:00 p.m. local
4 time, or when the employee's return flight departs from the
5 training/meeting site after 6:00 p.m. local time. For employees
6 traveling by ground, dinner per diem is provided when an overnight
7 stay is required, or when the Company training/meeting ends at 4:00
8 p.m. local time or later.
9

10 3. Employees required to travel by air to Company training or meetings who
11 do not have access to employee parking at their domicile location will be
12 reimbursed for required standard long term parking fees incurred.
13

14 I. Lodging

15
16 Employees required to stay away from home overnight for Company training or
17 meetings will be provided single room accommodations, including a necessary
18 stay away from home as a result of a flight disruption.

1 **ARTICLE 30 - SAFETY AND HEALTH**
2

3 A. The Company, Union and Employees agree to promote safe and sanitary
4 conditions in all facilities. Breakrooms will be lighted, ventilated, and heated
5 consistent with the sources of heat, ventilation and light available.
6

7 B. The Company, Union and Employees will cooperate towards prevention of work
8 related accidents and injuries and the furtherance of an aggressive safety program.
9

10 C. A Safety Committee will be established at each reservation center, which shall also
11 cover, and include participation by, HBR employees attached to the applicable
12 reservations center, and each airport, and for all travel centers combined, where
13 employees covered by this agreement are based. The Company will meet
14 quarterly with Safety Committees, and will make reasonable efforts to meet
15 monthly, to discuss relevant safety issues. The Union will have one member on
16 each Safety Committee except in those locations where there are more than three
17 hundred (300) Passenger Service employees, where there shall be three (3) Union
18 representatives.
19

20 D. The Company agrees to furnish good drinking water. The floors of the toilets and
21 break rooms will be kept in good repair and in a clean, dry sanitary condition. The
22 Union and employees recognize their duty and responsibility to assist in
23 maintaining safe, healthful, and sanitary conditions.

1 **ARTICLE 31 - PART-TIME EMPLOYEES**
2

3 A. Part-time employees may be employed by the Company based on the needs of
4 service as determined by the Company. All of the provisions of this Agreement
5 shall apply to part-time employees unless otherwise specified.
6

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

1 **ARTICLE 32 - CALL MONITORING**
2

- 3 A. Call monitoring may be utilized by the Company. To assure courteous treatment,
4 accurate information and superior service, customer calls may be monitored to
5 assist in the training and development of employees, identification of customer
6 needs and product evaluation.
7
- 8 B. Where monitoring is conducted, it will be performed by trained observers with
9 consistent standards applied at all locations and to all employees. Monitoring
10 includes but is not limited to the following:
11
- 12 1. Service Observations: Monitoring of this type is intended to randomly review
13 the performance of the work group to determine their effectiveness in
14 providing quality service to customers. Official service observations, made
15 at the direction of the Company for the primary purpose of determining the
16 overall quality of service furnished to customers, are not intended nor will
17 they be used for the purpose of identifying or rating the performance of
18 individual employees.
19
- 20 2. Diagnostic: Monitoring of this type is intended to review and evaluate new
21 or changed products, practices and procedures.
22
- 23 3. Evaluative/Developmental: Monitoring of this type is intended to be handled
24 in a confidential manner to document performance of the individual
25 employee for evaluation purposes. Call monitoring of an employee will be
26 based on criteria established by the Company. The criteria to determine the
27 amount of monitoring and standards expected of each employee will be
28 provided to each employee. Any changes to the criteria will be immediately
29 communicated to the Union.
30
- 31 C. Feedback from all calls monitored will be provided to the employee within three (3)
32 scheduled work days of the completed contact, except that (i) any disciplinary
33 feedback will be provided to the employee by the end of the day of the completed
34 contact or no later than their next scheduled work day, and (ii) the employee will
35 be notified of exceptional service or gross misconduct immediately.
36
- 37 D. Employees shall not be disciplined as a result of call monitoring except for gross
38 misconduct, fraud, violation of privacy of communications, or when developmental
39 efforts have not been successful.
40
- 41 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

3 A. Each employee now or hereafter employed in any classification covered by this
4 Agreement shall, as a condition of continued employment, within sixty (60) days
5 following the beginning of such employment or the effective date of this
6 Agreement, whichever is later, become a member of, and thereafter maintain
7 membership in good standing in the Union except as provided otherwise herein.
8 Such condition will not apply with respect to any employee to whom such
9 membership is not available upon the same terms and conditions as are generally
10 applicable to any other member of the employee's classification, or with respect to
11 any employee to whom membership is denied or terminated for any reason other
12 than the failure of the employee to tender dues uniformly required of other
13 members of the classification, as a condition of acquiring or retaining membership.
14

15 B. For the purposes of this Article, "membership in good standing in the Union" shall
16 consist of payment by the employee of fees and dues (as described herein) for
17 each calendar month not later than the last day of the second following calendar
18 month, as may be levied in accordance with procedures set forth in the CWA or
19 IBT Constitution, as applicable. Each employee of the Company covered by this
20 Agreement who fails to voluntarily acquire or maintain membership in the Union
21 shall be required, as a condition of employment, beginning sixty (60) days after the
22 effective date of this Agreement or sixty (60) days following the beginning of such
23 employment, whichever is later, to pay the Union each month a service charge as
24 a contribution for the administration of the Agreement and the representation of
25 such employee. The service charge for the first month shall be in an amount equal
26 to the Union's regular and usual monthly dues, and for each month thereafter in
27 an amount equal to the regular and usual monthly dues uniformly required as a
28 condition of acquiring or retaining membership. Any employee disputing the
29 calculation of the portion of the applicable service fee corresponding to the Union's
30 costs in negotiation and administering the Agreement and the representation of
31 the employees covered by the Agreement shall communicate such disputes, in
32 writing, to the Union's applicable Secretary-Treasurer who shall handle such
33 disputes in accordance with Union procedures.
34

35 C. All rights of an employee under this Agreement and such supplements and
36 amendments as may apply are contingent upon their acquisition and maintenance
37 of membership in good standing in the Union.
38

39 D. If any employee of the Company covered by this Agreement becomes delinquent
40 in the payment of this service charge or any Union member becomes delinquent
41 in payment of their dues, the Union shall notify such employee by certified mail,
42 return receipt requested, copy to the Company's Managing Director of Labor
43 Relations, that they are delinquent in the payment of such service charge or
44 membership dues as specified herein and is subject to discharge as an employee
45 of the Company. Such letter shall also notify the employee that they must remit the
46 required payment within a period of thirty (30) days or be discharged. If, upon the

1 expiration of the thirty (30) day period, the employee still remains delinquent, the
2 Union shall certify in writing to the Company's Managing Director of Labor
3 Relations, copy to the employee, that the employee has failed to remit payment
4 within the grace period allowed and is therefore to be discharged. The Company
5 will, within ten (10) working days after receipt of notice from the Union, discharge
6 any employee who is not in good standing in the Union, as defined above.
7

8 E. When new employees are hired into classifications covered by this Agreement, the
9 Company will furnish to the Union the names, home addresses and location of
10 employment of such employees within thirty (30) calendar days after they are
11 hired. The Company will make arrangements for all new employees coming under
12 this Agreement to have up to two (2) hours during their Company orientation period
13 or during regular working hours to meet with Union representatives for the purpose
14 of orienting the new employee to the terms of this Agreement.
15

16 F. Upon receipt by the Company of a signed authorization to the Union of dues and
17 payable to the Union, the Company will deduct from the employee's check such
18 dues as are uniformly required as a condition for acquiring or retaining
19 membership. This assignment shall be revocable by written notice of the
20 employee, such notice to be sent in duplicate by certified or registered mail to the
21 Union, or upon the termination date of the applicable collective bargaining
22 agreement, whichever occurs sooner. Such assignment shall specify the amount
23 of the dues and shall provide that the amount of such deduction for membership
24 dues shall be subject to change upon receipt by the Company of a written
25 certification by the Union that such dues or assessments have been changed and
26 specifying the amount thereof.
27

28 G. An employee who has executed a dues authorization and who has been
29 transferred or promoted to a position to which the provision of this Agreement are
30 not applicable (excluding "temporary" or "acting" promotions or transfers) or who
31 quits or resigns from the Company shall be deemed to have automatically revoked
32 their assignment as of the date of such action. If they transfer back or return to a
33 position to which the provisions of this Agreement are applicable or is rehired,
34 further deductions of Union dues will be made only upon the execution and receipt
35 by the Union of a new dues authorization.
36

37 H. After receipt of the authorization, deductions will be made on account for 1/26 of
38 the annualized Union dues from the first paycheck of the employee for a full pay
39 period after receipt of the authorization and from each paycheck thereafter.
40

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

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

3
4 J. The Union agrees to notify the Company of changes in deduction amounts that
5 affect a group of employees ninety (90) days or more prior to the month in which
6 such changes are to occur.

7
8 K. The Company shall furnish the Union a monthly statement within ten (10) days of
9 the close of the calendar month in which dues were deducted. The statement will
10 be transmitted in electronic format including the following information for each
11 employee having dues, assessment and/or initiation fee deduction authorization
12 on file:

- 13
- 14 1. First name, last name and middle initial (if applicable);
- 15
- 16 2. Full-Time or Part-Time status;
- 17
- 18 3. Amount of dues, assessment or fees deducted;
- 19
- 20 4. Badge number or other unique identifier;
- 21
- 22 5. Base hourly wage rate;
- 23
- 24 6. Classification;
- 25
- 26 7. Work location;
- 27
- 28 8. Mailing address, including city, state and zip code;
- 29
- 30 9. Date of Hire; and
- 31
- 32 10. Union local number.

33
34 The Union and the Company shall keep each other currently informed of their
35 respective duly authorized representative for the purposes of this Paragraph and
36 shall promptly notify each other of any change of such representatives.

37
38 The information listed above will be taken from Company records and will be
39 furnished on a timely basis; however, the Union recognizes that errors and delays
40 may and will occur, and in using the information furnished, assumes all risks
41 associated therewith.

42
43 L. The Company will not be liable for any time or wage claims for any employees
44 discharged by the Company pursuant to a written order by an authorized Union
45 official.

- 1 M. The Union shall indemnify and save the Company harmless against any and all
2 claims, demands, suits or other forms of liability that may arise out of or by reasons
3 of the provisions of this Article, including attorneys' fees and costs incurred in the
4 defense of any such action. The Company shall promptly notify the Union of any
5 such claim of liability made against the Company.
6
- 7 N. An employee discharged under the provisions of this Article will be deemed to have
8 been "discharged for just cause" within the meaning of the terms of this Agreement.
9
- 10 O. Eligible employees of the Company who are members of CWA locals may make
11 voluntary contributions through payroll deduction to CWA's Political Action Fund
12 (PAF), a separately segregated political action committee sponsored by CWA.
13 Eligibility to participate in PAF through the payroll deduction program is restricted
14 to those employees of the Company who are certified by CWA as eligible to
15 participate under applicable federal and state laws. Participation by any such
16 employees shall be on a voluntary basis and employees shall be so informed by
17 the person soliciting their participation on behalf of CWA. The CWA shall be
18 responsible for notifying the Company promptly when any such employee is no
19 longer eligible to participate. Each employee volunteering for PAF will complete a
20 deduction form (approved by the Company to ensure compliance with applicable
21 law) with the dollar amount to be deducted from each paycheck, which will be
22 furnished to the Company.
23
- 24 P. Eligible employees of the Company who are members of IBT locals may make
25 voluntary contributions through payroll deductions to the Democrat, Republican,
26 Independent Voter Education (DRIVE) Political Action Committee. Eligibility to
27 participate in DRIVE through the payroll deduction program is restricted to those
28 employees of the Company who are certified by the IBT as eligible to participate
29 under applicable federal and state laws. Participation by any such employees shall
30 be on a voluntary basis and employees shall be so informed by the person
31 soliciting their participation on behalf of the IBT. The IBT shall be responsible for
32 notifying the Company promptly when any such employee is no longer eligible to
33 participate. Each employee volunteering for DRIVE will complete a deduction form
34 (approved by the Company to ensure compliance with applicable law) with the
35 dollar amount to be deducted from each paycheck, which will be furnished to the
36 Company. The Company shall transmit to DRIVE National Headquarters on a
37 monthly basis the total amount deducted on behalf of employees, along with a list
38 of the employees' names, badge number or other unique identifier and the
39 respective amounts deducted from each of the employee's paychecks.
40
- 41 Q. "Union" as used in this Article shall mean the CWA or IBT, as applicable.

1 **ARTICLE 34 - GENERAL AND MISCELLANEOUS**
2

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

1 complaint letters will be removed from the employee's personnel records after
2 twelve (12) months, unless the letter is associated with discipline, in which case
3 the letter will be subject to the discipline time limits. Any expired discipline will be
4 removed upon request. An employee may submit a written response to any
5 complaint letter or any documentation related to attendance or performance, and
6 the written response shall be attached to the documentation.
7

8 I. Employees are required to keep the Company informed as to their current status
9 including but not limited to any change to their current address and telephone
10 number, name change, marital status or family status.
11

12 J. Breakrooms, where provided, will be maintained in a neat and orderly fashion. The
13 Company will make every effort to provide secure space that is suitable for storage
14 of personal and uniform items at each location.
15

16 K. The Company agrees to provide the Union with two thousand (2,000) printed and
17 bound copies of the Agreement, and electronic access to the Agreement to each
18 employee covered by this Agreement.
19

20 L. Where available, the Company will provide a private room at work locations for
21 Union representatives to conduct local Union business related to the handling of
22 grievances (e.g., grievance investigations); provided, however, a Union
23 representative gives the Company reasonable notice of the date and time of the
24 requirement for the private room.
25

26 M. The Association may appoint up to two (2) full-time Union Employee Assistance
27 Program Representatives who will be paid by the Company. The Association shall
28 ensure the representatives are appropriately trained for their roles and agrees they
29 do not represent the Company and will not hold themselves out as representatives
30 of the Company, whether as a Company Employee Assistance Program
31 representatives or otherwise. The Association further agrees the Company shall
32 not be legally responsible for the actions of these representatives.
33

34 N. An employee who appears as a witness in a legal proceeding at the request of the
35 Company will be paid their applicable rate during witness service.

1 **ARTICLE 35 - SIDA BADGE**
2

3 The government requires a criminal background check and fingerprinting for all
4 employees requiring unescorted Security Identification Display Area (SIDA) access at a
5 station.
6

7 A. Employees moving from one station to another may have to obtain a SIDA badge
8 for the new station. Employees will be authorized space available Company
9 business travel to the new station in order to accomplish the application process
10 for the SIDA badge. Where space available travel is not practical, the Company
11 may elect to grant space positive travel. Employees must use their regular
12 scheduled off days or request vacation time to apply for the SIDA badge. The
13 Company will make reasonable efforts to assist the employee in obtaining the
14 necessary badging at the new station.
15

16 B. Employees who renew a SIDA badge at a station shall be permitted to complete
17 the renewal process during their regularly scheduled shift if the SIDA office is open
18 during those shift hours. If an employee's regularly scheduled shift is other than
19 when the SIDA office is open, the employee shall be paid at straight time rates for
20 the time required to process the application during their off-duty hours.
21

22 C. If the renewal of an employee's SIDA badge is delayed and the SIDA badge
23 expires, the employee shall be placed on a personal leave of absence with
24 reinstatement rights for SIDA access for up to ninety (90) days, unless extended
25 by the Company on the basis of extenuating circumstances. The Company will
26 make a good faith effort to advise the local Union of a SIDA badge confiscation
27 when the Company becomes aware of such.
28

29 D. When an employee recognizes there may be a delay in receiving SIDA access as
30 a result of governmental requirements, the employee may request an extension of
31 their report date in order to remain in their existing location for a time sufficient to
32 allow for the normal processing of SIDA badging in the new station.
33

34 E. Employees who request authority to delay their report date must comply with all of
35 the following provisions. Any employee who fails to comply with the following
36 provisions, or who does not make a request at the time the employee is notified of
37 the delay in the processing of the SIDA application, will be transferred to the new
38 station as described in the Agreement and any time for which the employee cannot
39 work due to a lack of proper badging will be unpaid. Employees in an unpaid status
40 due to a lack of badging may use accrued vacation, at their discretion, to be
41 compensated for the unpaid time awaiting SIDA clearance at the new station.
42

43 1. After accepting the transfer, the employee must contact their new station
44 within one (1) business day and request any instructions/paperwork
45 necessary to get the new SIDA badge. The employee must make an
46 appointment with the new station within seven (7) days for the fingerprinting

1 and application necessary to receive SIDA access in the new station. Every
2 effort should be made by the employee to accomplish this appointment as
3 quickly as can be scheduled by the airport authority in the new station.
4 Employees may request accrued vacation, if accomplishing the
5 appointment on the next regularly scheduled day off will delay the process.
6

- 7 2. The employee must immediately notify their existing manager that they
8 have contacted their new station and the airport authority. The existing
9 station will be responsible for arranging travel as outlined above in this
10 Paragraph A.
- 11 3. Upon return to their existing station, following completion of the
12 fingerprinting and SIDA application at their new station, the employee must
13 present verification to their existing manager that the procedure is complete.
14
- 15 4. Employees who properly request a report delay as outlined above in this
16 Paragraph E, and who comply with these provisions shall be granted an
17 extension delaying their report date to the new station sufficient to process
18 a SIDA application up to ninety (90) days, unless extended by the Company
19 on the basis of extenuating circumstances.
20
- 21 5. Employees allowed to stay in their existing station due to these provisions
22 will remain in their existing classification and pay status.
23

1 **ARTICLE 36 - AMENDMENTS TO THIS AGREEMENT**

2

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

1 **ARTICLE 37 - COMPENSATION**

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

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

8
9 1. 5/1/2024 - 3.0% increase

10
11 2. 5/1/2025 - 3.0% increase

12
13 3. 5/1/2026 - 3.0% increase

14
15 4. 5/1/2027 - 3.0% Increase

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

25
26 D. Step progression will become effective on an employee's pay anniversary date.

27
28 E. The pay scales for Passenger Service employees are as follows:

29
30 1. Customer Service Agent, Premium Guest Services Representative,
31 Reservations Representative and Travel Center Representative:

32
33
34

<u>YOS</u>	<u>DOS</u>	<u>5/1/2024</u>	<u>5/1/2025</u>	<u>5/1/2026</u>	<u>5/1/2027</u>
1	18.51	19.07	19.64	20.23	20.84
2	19.15	19.72	20.31	20.92	21.55
3	20.05	20.66	21.28	21.92	22.58
4	20.88	21.51	22.15	22.81	23.49
5	22.00	22.66	23.34	24.04	24.76
6	23.65	24.36	25.09	25.84	26.62
7	24.78	25.52	26.29	27.08	27.89
8	25.90	26.68	27.48	28.30	29.15
9	27.36	28.18	29.02	29.89	30.79
10	29.29	30.17	31.07	32.00	32.96
11	35.03	36.08	37.16	38.27	39.42
12+	35.65	36.72	37.82	38.95	40.12

1
2
3

2. Customer Assistance Representative:

<u>YOS</u>	<u>DOS</u>	<u>5/1/2024</u>	<u>5/1/2025</u>	<u>5/1/2026</u>	<u>5/1/2027</u>
1	15.17	15.63	16.10	16.58	17.08
2	15.20	15.66	16.13	16.61	17.11
3	15.46	15.92	16.40	16.89	17.40
4	15.54	16.01	16.49	16.98	17.49
5	15.90	16.38	16.87	17.38	17.90
6	19.75	20.34	20.95	21.58	22.23
7	19.77	20.36	20.97	21.60	22.25
8	19.88	20.48	21.09	21.72	22.37
9	20.32	20.93	21.56	22.21	22.88
10	20.97	21.60	22.25	22.92	23.61
11	21.72	22.37	23.04	23.73	24.44
12+	21.72	22.37	23.04	23.73	24.44

1 **ARTICLE 38 - PROFIT SHARING**
2

3 A. The terms of profit sharing benefits for CWA-IBT Association represented
4 employees (which replace and supersede any previous profit sharing provisions)
5 shall be as set forth in this Article.
6

7 B. CWA-IBT Association represented employees will be eligible for annual profit
8 sharing award payments if, for the year that the profit sharing award payment is
9 attributable, (i) the employee received eligible earnings (under the meaning used
10 by the current AAG profit sharing plan) from the Company for that profit sharing
11 year and (ii) remained employed on the last day of that profit sharing year, or
12 whose employment terminated during the profit sharing year by reason of the
13 employee's retirement, involuntary furlough, disability, or death.
14

15 C. For each profit sharing year, the Company will calculate profit sharing award
16 payments as follows:
17

18 1. An amount equal to ten percent (10%) of the dollar amount of American
19 Airlines Group Inc.'s ("AAG") Pre-Tax Earnings up to \$2.5B for that year,
20 and an amount equal to twenty percent ("20%") of the dollar amount of
21 AAG's Pre-Tax Earnings above \$2.5B for that year will be attributed to a
22 profit sharing pool ("Total Profit Sharing Pool").
23

24 2. A percentage of the Total Profit Sharing Pool will be allocated to the eligible
25 CWA-IBT Association represented employees by dividing the total eligible
26 earning of the CWA-IBT Association represented employees by the total
27 eligible earning of all participants in AAG's profit sharing program(s) ("CWA-
28 IBT Profit Sharing Pool").
29

30 3. The CWA-IBT Profit Sharing Pool will be divided by the amount of all the
31 CWA-IBT Association represented employees' eligible earnings, and the
32 resulting quotient shall be the "payout percentage".
33

34 4. The amount of the profit sharing award payment for each CWA-IBT
35 represented employee who is eligible for a profit sharing award for a profit
36 sharing year shall be the product of the payout percentage multiplied by
37 such eligible employee's eligible earnings from the Company for the
38 applicable profit sharing year.
39

40 D. "AAG's Pre-Tax Earnings" means the earnings of AAG provided that such
41 "earnings" are determined (i) before any applicable income tax expense, and (ii)
42 by excluding all accruals under profit sharing plans and any other incentive
43 compensation plan or agreement, and all extraordinary, unusual, one-time,
44 restructuring, reorganization, integration, reduction in force, or other similar
45 accounting adjustments as may be determined by the compensation committee of
46 the Board of Directors in its discretion, after consultation with AAG's independent

1 auditors; and provided, further, that AAG's Pre-Tax Earnings remain positive after
2 accruals under profit sharing plans and all other incentive compensation plans or
3 agreements are taken into account.

4
5 E. Profit sharing award payments shall generally be made by March 15 of the
6 subsequent calendar year or other such date as required by applicable law.

7
8 F. The Company retains discretion over all profit sharing related matters not
9 specifically addressed in this Article.

1 ARTICLE 39 - DURATION

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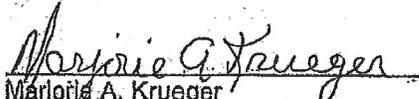
Except as otherwise noted, this Agreement shall become effective January 8, 2024, and shall remain in full force and effect pursuant to the RLA through its amendable date of January 8, 2029 and shall then renew itself without change until the date by which each succeeding twelve (12) month period thereafter is completed ("Subsequent Amendable Dates"), unless written notice of intended change is served in accordance with Section 6, Title I, of the RLA, as amended, by either party hereto at least three hundred sixty five (365) days prior to the Initial Amendable Date or Subsequent Amendable Dates.

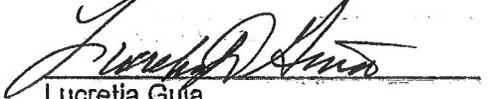
In the event a party serves timely notice of intended changes pursuant to this Article, the parties will commence bargaining for an amended collective bargaining agreement no later than three hundred (300) days prior to the Initial Amendable Date or a Subsequent Amendable Date, as applicable.

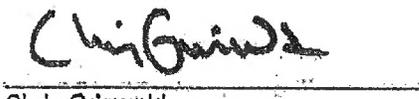
In witness whereof, the parties have signed this Agreement on January 8, 2024.

FOR THE CWA-IBT ASSOCIATION

FOR AMERICAN AIRLINES, INC.


Marjorie A. Krueger
CWA Director of Passenger Service


Lucretia Guia
Senior Vice-President, Labor Relations
and Deputy General Counsel


Chris Griswald
Director of the IBT Airline Division

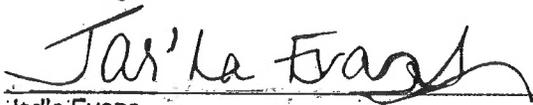

Lynn Vaughn
Managing Director, Labor Relations

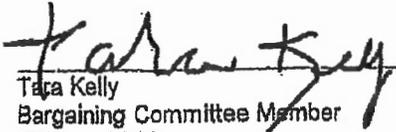

Kimberly Barboro
IBT Airline Division
Customer Service Coordinator

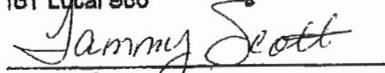

Linda Brochetti-Kirby
Manager, Labor Relations


Anetra Session
CWA Assistant Director
of Passenger Service

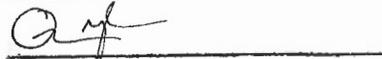

Cindy Meister Diaz
Manager, Labor Relations


Jar'la Evans
CWA Staff Representative


Tara Kelly
Bargaining Committee Member
IBT Local 986


Tammy Scott
Bargaining Committee Member
CWA Local 3842


Lynn Koch
Bargaining Committee Member
IBT Local 104


Qushaur Naugle
Bargaining Committee Member
CWA Local 4201

LETTER OF AGREEMENT

between

AMERICAN AIRLINES, INC. and US AIRWAYS, INC.

and the

CWA/IBT ASSOCIATION

as the certified representative of the

PASSENGER SERVICE EMPLOYEES

SENIORITY INTEGRATION

THIS LETTER OF AGREEMENT (this "Agreement") is made and entered into in accordance with the provisions of the McCaskill-Bond Act and the Railway Labor Act, as amended, by and between American Airlines, Inc. ("American"), US Airways, Inc. ("US Airways") (collectively the "New American" or the "Airline Parties"), and the Passenger Service Employees in the service of American ("American Employees") and the Passenger Service Employees in the service of US Airways ("US Airways Employees") (collectively "Employees") as represented by the CWA/IBT Association (the "Association"). The New American and the Association are collectively referred to in this Agreement as the "Parties."

WHEREAS, Employees presently possess seniority statuses relative to their employment with American or US Airways; and

WHEREAS, in this Agreement, the Parties set forth the process and method for the fair and equitable seniority integration, as provided under the McCaskill-Bond Act, of those seniority statuses relative to the Employees' employment with the New American.

THEREFORE, the Parties mutually agree as follows:

A. SENIORITY INTEGRATION COMMITTEES

1. The Association shall establish two (2) seniority integration committees within fifteen (15) calendar days of the effective date of this Agreement.
2. One committee shall be comprised of two (2) American Employees as members (the "American Committee") to represent the interests of the American Employees, and one committee shall be comprised of two (2) US Airways Employees as members (the "US Airways Committee") to represent the interests of the US Airways Employees (collectively, the "Committees"). The Association shall appoint the members of the Committees.
3. The Committees that are established pursuant to this Agreement shall implement the integration process and method set forth in this Agreement.

B. DATE OF HIRE SENIORITY

1. The Date of Hire ("DOH") Seniority date of US Airways Employees will be his/her DOH Seniority date as reflected on the last system seniority roster published prior to the effective date of this Agreement (the "US Airways Seniority List"). US Airways Employees who are hired into or transfer into the Passenger Service Group after the publication of the US Airways Seniority List but prior to publication of the Preliminary Integrated Seniority List will receive a DOH Seniority date in accordance with Article 8 of the 2005 collective bargaining agreement between US Airways and the Association (the "2005 CBA"). US Airways Employees who are hired into or transfer into the Passenger Service Group on the date of or following the publication of the Preliminary Integrated Seniority List shall receive a DOH Seniority date in accordance with Article 8 of the Parties' Joint Collective Bargaining Agreement (the "JCBA").
2. The DOH Seniority date of American Employees will be his/her Company Seniority date as reflected on the last system seniority roster published prior to the effective date of this Agreement (the "American Seniority List"). American Employees who are hired into or transfer into the Passenger Service Group after publication of the American Seniority List but prior to delivery of the Preliminary Integrated Seniority List will receive a Company Seniority date in accordance with current practice at American, which shall constitute his/her DOH Seniority date. American Employees who are hired into or transfer into the Passenger Service Group on the date of or following the publication of the Preliminary Integrated Seniority List shall receive a DOH Seniority date in accordance with Article 8 of the JCBA.

C. PASSENGER SERVICE SENIORITY

1. The Passenger Service ("PAX") Seniority date of US Airways Employees will be his/her PAX Seniority date as reflected on the US Airways Seniority List. US Airways Employees who are hired into or transfer into the Passenger Service Group after publication of the US Airways Seniority List but prior to publication of the Preliminary Integrated Seniority List shall receive a PAX Seniority date in accordance with Article 8 of the 2005 CBA. US Airways Employees who are hired into or transfer into the Passenger Service Group on the date of or following the publication of the Preliminary Integrated Seniority List shall receive a PAX Seniority date in accordance with Article 8 of the JCBA.
2. The PAX Seniority date of American Employees will be his/her Employment Seniority date as reflected on the American Seniority List. American Employees who are hired into or transfer into the Passenger Service Group after the publication of the American Seniority List but prior to publication of the

Preliminary Integrated Seniority List shall receive an Employment Seniority date in accordance with current practice at American, which shall constitute his/her PAX Seniority date. American Employees who are hired into or transfer into the Passenger Service Group on the date of or following the publication of the Preliminary Integrated Seniority List shall receive a PAX Seniority date in accordance with Article 8 of the JCBA.

D. INTEGRATION PROCESS AND METHOD

The Committees shall begin the process of integrating the American Seniority List and the US Airways Seniority List within fifteen (15) calendar days of the Committees' establishment pursuant to Paragraph A.1. The following process shall be applied by the Committees to both compile a Preliminary Integrated Seniority List and a Final Integrated Seniority List:

1. The US Airways Seniority List and the American Seniority List shall be integrated based on Employees' PAX Seniority date, with the Employee with the earliest PAX Seniority date placed first on the integrated list, followed by the Employee with the next earliest PAX Seniority date, and then continuing in that pattern.
2. If a single American Employee and a single US Airways Employee have the same PAX Seniority date, the Employee with the earlier DOH shall be deemed senior in status to the other Employee. If these two employees also have the same DOH Seniority date, the Employee with the higher last four (4) digits of his or her Social Security Number shall be deemed to be senior in status to the other Employee.
3. Alternatively, if more than a single American Employee and a single US Airways Employee have the same PAX Seniority date and DOH Seniority date, Employees shall maintain their PAX Seniority date and DOH Seniority date. The Employees with the same PAX Seniority date and DOH Seniority date shall be separated into a grouping, e.g., two (2) US Airways Employees and two (2) American Employees all have the same PAX Seniority date and DOH Seniority date of May 16, 1988. A grouping shall be integrated on an alternating, dovetailing basis, with a US Airways Employee being placed first in the first grouping, an American Employee being placed first in the second grouping and alternating thereafter during the successive dovetailing of groupings, e.g., in the first grouping, in which Employees have the same PAX Seniority date and DOH Seniority date of May 16, 1988, a US Airways Employee will be the first to be placed, an American Employee second, a US Airways Employee third, an American Employee fourth, and then continuing in that pattern; in the second grouping, in which Employees have the same PAX Seniority date and DOH Seniority date of May 16, 1992, an American Employee will be the first to be placed, a US Airways Employee second, an American Employee third, a US Airways Employee fourth, and then continuing in that pattern; and, in the third grouping, in which

Employees have the same PAX Seniority date and DOH Seniority date of May 16, 1995, a US Airways Employee will be the first to be placed, an American Employee second, a US Airways Employee third, an American Employee fourth, and then continuing in that pattern.

4. The seniority statuses of Employees who become employed by American or US Airways during the integration process but before the implementation of the Final Integrated Seniority List, pursuant to Paragraph G below, will be subject to the above integration process the same as existing Employees.
5. The Committees shall complete the above process within sixty (60) days of the establishment of the Committees. To the extent there is a dispute between the US Airways Committee and the American Committee regarding any aspect of the integration process in this Agreement or the interpretation or application of this Agreement, the Committees shall attempt to resolve any such disputes. If the Committees are unable to reach agreement on a Preliminary Integrated Seniority List within sixty (60) calendar days of the establishment of the Committees due to unresolved disputes, any open disputes shall be submitted to final and binding arbitration pursuant to Paragraph F for completion of the Preliminary Integrated Seniority List.

E. PUBLICATION OF PRELIMINARY INTEGRATED SENIORITY LIST

1. The Committees shall publish a Preliminary Integrated Seniority List upon the last of the following to occur: (1) the ratification of a Joint Collective Bargaining Agreement by the Passenger Service Employees of New American; or (2) the completion of the Preliminary Integrated Seniority List by the Committees pursuant to Paragraph D.5 or through arbitration pursuant to Paragraph F.
2. The Association shall post the Preliminary Integrated Seniority List electronically and in writing at all airport and reservation locations. The posting shall include the contact information for the Committees, e.g., mailing address and electronic mail address.
3. An Employee may challenge his/her placement on the Preliminary Integrated Seniority List, but solely on the grounds that (i) his/her PAX Seniority date and/or DOH Seniority date has not been calculated correctly, or (ii) he/she has not been placed on the Preliminary Integrated Seniority List in accordance with the terms of this Agreement. The Employee must submit any challenge in writing to the Committees so that it is received by the Committees within thirty (30) calendar days of the publication of the Preliminary Integrated Seniority List. A failure of an Employee to submit a written challenge in accordance with this Paragraph shall constitute a waiver of any rights the Employee has to challenge his placement.
4. If the US Airways Committee and the American Committee agree on the

resolution of an Employee challenge, that resolution shall be final and binding. If the US Airways Committee and the American Committee do not agree on a resolution, the Committees shall submit the Employee challenge, aggregated with any other such unresolved Employee challenges, to final and binding arbitration in accordance with the procedures in Paragraph F.

F. ARBITRATION

1. Pursuant to the provisions of this Agreement, arbitration may be necessary to resolve: (1) disputes between the Committees regarding establishment of the Preliminary Integrated Seniority List pursuant to Paragraph D.5; (2) Employee challenges to the Preliminary Integrated Seniority List made pursuant to Paragraph E.3 that are not resolved by the Committees pursuant to Paragraph E.4; or (3) disputes submitted by the Parties regarding the interpretation or application of this Agreement.
2. In the event any such disputes need to be arbitrated under the terms of this Agreement, the parties to the arbitration shall contact each of the following three arbitrators and accept the arbitrator who has the earliest availability: (1) Dana Eischen, (2) Ira Jaffe, or (3) Richard Kasher. If none of these three arbitrators are available to conduct a hearing within ninety (90) calendar days of the submission of any disputes, then the parties to the arbitration shall immediately upon notice of the arbitrators' unavailability mutually agree on another arbitrator or in the absence of an agreement, shall request from the National Mediation Board a list of arbitrators with substantial experience in the area of seniority integration. The parties to the arbitration shall complete their strike of the list within five (5) calendar days of the parties' receipts of the list.
3. Any disputes submitted to arbitration under this Agreement shall be resolved in accordance with the terms of this Agreement and in a manner that is fair and equitable in accordance with McCaskill-Bond.
4. Arbitration hearings shall be held in proximity to the Dallas-Ft. Worth airport, unless mutually agreed to otherwise by the parties to the arbitration.
5. The CWA and IBT shall divide equally the costs of the arbitrator, hearing facilities, any stenographic services, the fees and costs of attorneys to represent each of the Committees and the costs of the appearances of any witnesses called by a Committee. The CWA and IBT shall also divide equally the fees and costs of any attorneys to represent the Association's interests, the costs of the appearances of any witnesses called by the Association and the participation of its representatives. To the extent that New American is a party to an arbitration, however, it shall divide equally with the CWA and IBT the costs of the arbitrator, hearing facilities, and any stenographic services, and shall be responsible for the fees and costs of its attorneys, and the costs of the appearances of its witnesses, and/or participation of its representatives.

6. An arbitration hearing shall be held within ninety (90) calendar days of the submission of any dispute(s) under this Agreement, unless the parties to the arbitration mutually agree otherwise.
7. The arbitrator shall within ten (10) calendar days of her or her appointment, or as otherwise mutually agreed to between by the parties to the arbitration, hold a pre-hearing conference to identify the disputes, set the date for the commencement of the hearing, set the number of consecutive hearing days, establish the order of presentation of evidence, and determine any other matter that the arbitrator believes will be conducive to a just and orderly resolution of the dispute consistent with his or her jurisdiction.
8. The jurisdiction of the arbitrator shall be limited to (1) resolving any dispute between the Committees regarding establishing the Preliminary Integrated Seniority List pursuant to Paragraph D.5; (2) resolving any Employee challenges made pursuant to Paragraph E.3 that are not resolved by the Committees pursuant to Paragraph E.4; (3) resolving any disputes between the Parties regarding the interpretation or application of this Agreement; (4) issuing a final and binding Opinion and Award that resolves any of the above disputes in a manner that provides for a fair and equitable seniority integration of the American and US Airways Employees in accordance with the terms of this Agreement and McCaskill-Bond; and (5) resolving any dispute involving the interpretation or application of the Opinion and Award and/or any inadvertent error or unintended omission related to the Opinion and Award.
9. There shall be no pre-hearing and/or post-hearing briefs, except in an arbitration between the Association and New American regarding the interpretation or application of this Agreement the parties may submit post-hearing briefs. The hearing shall be conducted in a non-adversarial, conference style manner. The arbitrator shall deliver his or her Opinion and Award to the Committee within forty-five (45) calendar days of the conclusion of the arbitration hearing.
10. The Committees shall adjust the relative positions of Passenger Service Employees on the Preliminary Integrated Seniority List or Final Integrated Seniority List, as applicable, consistent with the Opinion and Award of the arbitrator.

G. IMPLEMENTATION OF INTEGRATED SENIORITY LIST

1. New American agrees to accept and implement the Final Integrated Seniority List as delivered by the Committee pursuant to Paragraph G.2, provided that:
 - a. The Final Integrated Seniority List shall have only prospective effect from the date of implementation by New American;
 - b. There shall be no "system flush" whereby an employee may displace

another employee from the latter's position as a result of the implementation of the Final Integrated Seniority List or the implementation or expiration of any condition in the Final Integrated Seniority List;

c. Employees on furlough status at the time the Final Integrated Seniority List is implemented may not bump or displace employees in active status at that time; and

d. The Final Integrated Seniority List shall not contain conditions or restrictions that cause or contribute to increased costs associated with training and/or moving costs, an entitlement to back pay, or an entitlement to premium pay for duties not actually performed by an employee.

2. The Committees shall deliver the Final Integrated Seniority List to the New American within ten (10) calendar days after the resolution of all Employee challenges, if any, raised pursuant to Paragraph E.3 regarding the Preliminary Integrated Seniority List, either by the Committees if they agree on the resolution of such disputes, or by arbitration if they do not. Following delivery, the New American shall implement the Final Integrated Seniority List within one-hundred and twenty (120) calendar days of its delivery provided it is operationally feasible to do so. If the New American determines it is not operationally feasible to do so within that time period, the Parties shall meet as soon as possible following such determination to agree on an extension of time for the implementation.
3. The Airline Parties agree to cooperate with the Association and/or Committees in the integration process outlined in this Agreement and will timely provide the Association and/or Committees with the US Airways Seniority List and the American Seniority List and information necessary to resolve any issues resulting from the integration process set forth in this Agreement. The provision of data or information under this Agreement may be subject to the execution of confidentiality agreements as deemed appropriate by the Airline Parties.

H. INTERPRETATION AND APPLICATION OF THIS AGREEMENT

1. Any disputes which arise between the Parties in regards to the interpretation and/or application of this Agreement shall be subject to arbitration in accordance with Paragraph F.
2. In the event the JCBA is not ratified by the Employees, this Agreement shall be deemed null and void. The integration, if any, of the American and US Airways Seniority Lists shall cease immediately and the Seniority Lists shall remain separate. The relative seniority positions of American Employees on the American Seniority List shall be governed by American policy and the relative seniority positions of the US Airways Employees on the US Airways Seniority List shall be governed by the 2005 CBA.

IN WITNESS WHEREOF, the Parties have executed this Agreement and it shall be effective as of November 4, 2015.

For American Airlines, Inc.

By: Debbie Russell

Date: 11/10/15

For US Airways, Inc.

By: Jan Cole

Date: 11/10/15

For the Association

By: Margie Krueger
On behalf of the Communications
Workers of America

Date: 11/5/2015

By: Kathy Bolero
On behalf of the International
Brotherhood of Teamsters

Date: 11/5/15

July 13, 2015

Velvet Hawthorne
Communications Workers of America
2275 Vanstory St. Suite 106
Greensboro, NC 27403

Kimberly Barbaro
IBT Passenger Service Association
1450 S. 27th Avenue
Phoenix AZ 85009

Dear Velvet and Kim:

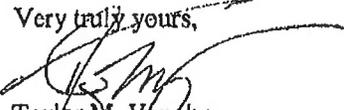
This letter contains the understanding between American Airlines, Inc. and US Airways, Inc. (collectively the "Company") and the passenger service employees in the service of the Company, as represented by the CWA/IBT Association ("Association"), with respect to the new "AAAdvantage® Cash" program for Clubs ("Program") which would revise and replace the current airport program offered to legacy American Airlines (LAA) airport agents. The Program would be offered to those LAA Club Representatives ("Premium Customer Services Representatives") who work in domestic Admirals Clubs as well as legacy US Airways (LUS) Club Representatives who work in domestic Admirals Club (the "LUS Club Representatives.") (Premium Customer Service Representatives and LUS Club Representatives are collectively referred to herein as "Club Representatives"). The Company is excited to provide eligible Club Representatives the opportunity to increase their personal income through the Program. The Program would be offered under the following terms:

- Under the Program, a Club Representative working in a domestic Admirals Club may promote the Citi/AAAdvantage Executive credit card and earn commissions based on the number of properly completed card applications received by the credit card issuer that are attributable to the Club Representative's promotions.
- The Program is voluntary and no Club Representatives shall be required to participate. All Club Representatives who successfully complete Program training will become eligible and qualified to participate.
- Club Representatives must comply with all Program procedures, terms and conditions, as they may change from time to time at the Company's discretion, in order to remain eligible to participate in the Program.
- A participating Club Representative may receive a commission, based on the Program's bonus structure, for each properly completed and submitted card application that includes the reference credential of the Club Representative.
- Commissions paid pursuant to the Program are taxable;

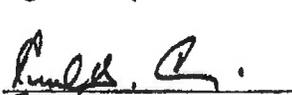
- Commissions paid pursuant to the Program:
 - Shall not be included in the calculation for any benefits provided under any provision of the Collective Bargaining Agreement (CBA) or any Letter of Agreement, including without limitation the calculation of salary continuation or temporary total disability payments in the event of a work-related illness or injury;
 - Shall not be earnings as contemplated under the CBA between these parties and thus not considered Compensation or Eligible Compensation for 401(k) contributions;
 - Shall not be eligible for 401(k) deferral and/or employer contributions to any retirement or pension plan.
- The Company retains the right and discretion to modify or discontinue the Program at any time. Once the Program is implemented, the Company will provide notice to Association prior to any material modification, including material changes to the bonus structure or discontinuation of the Program.
- Nothing herein prevents the Company from offering the Program, or similar incentive programs, to other employee groups.

Please do not hesitate to contact me should you have any questions or concerns regarding the program. If the Association is in agreement with the terms of this offering as set forth herein, please return an executed copy at your earliest convenience.

Very truly yours,


 Taylor M. Vaughn
 Managing Director - Labor Relations

Agreed to by:


 Robert Hawthorne
 CWA Representative


 Kimberly Barboro
 IBT Representative


 Taylor M. Vaughn
 Labor Relations

07/15/15
 Date:

7-15-15
 Date:

7/15/15
 Date:

Rn Coll
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Lynn Vaughn
Managing Director – Labor Relations



April 13, 2021

Marge Krueger
Director of Airline Passenger Service
Communication Workers of America
1370 Washington Pike, Suite 407
Bridgeville, PA 15017

Kimberly Barboro
National Coordinator
International Brotherhood of Teamsters, Local 104

Re: Letter of Agreement – Barclay's AAdvantage Cash program

Dear Marge and Kim:

This letter confirms our understanding between American Airlines, Inc. (the "Company") and the CWA-IBT Association ("Association"), with respect to the Barclay's AAdvantage Cash program for certain CWA-IBT team members. The program would be offered to those CWA-IBT team members, including Customer Service Agents (CSA), Customer Service Coordinator (CSC) and Customer Assistance Representatives (CAR), working at the ticket counter/Kiosk area in domestic airport locations. The Company is excited to provide eligible Customer Service Agents, Customer Service Coordinators and Customer Assistance Representatives the opportunity to increase their personal income through the Program. The Program would be offered under the following terms:

- Under the Program, a CSA, CSC or CAR working in a domestic airport location may promote the Barclay AAdvantage credit card and earn commissions based on the number of approved applications submitted by the customers that are attributable to the CSA, CSC or CAR.
- The Program will be voluntary and no CSA, CSC or CAR shall be required to participate. Any CSA, CSC or CAR who successfully completed the Program training will become eligible and qualified to participate.
- Eligible team members must comply with all Program procedures, terms and conditions, as they may change from time to time at the Company's discretion, in order to remain eligible to participate.
- A participating CSA, CSC or CAR may receive a commission, based on the Program's bonus structure, for each approved application that includes the reference credential of the CSA, CSC or CAR.
- Commissions paid pursuant to the Program are taxable;
- Commissions paid pursuant to the Program:

Lynn Vaughn
Managing Director – Labor Relations

American Airlines 

- Shall not be included in the calculation for any benefits provided under any provision of the Collective Bargaining Agreement (CBA) or any Letter of Agreement, including without limitation the calculation of salary continuation or temporary total disability payments in the event of a work-related illness or injury;
 - Shall not be earnings as contemplated under the CBA between these parties and thus not considered Compensation or Eligible Compensation for 401(k) contributions;
 - Shall not be eligible for 401(k) deferral and/or employer contributions to any retirement or pension plan.
- The Company retains the right and discretion to modify or discontinue the Program at any time. Once the Program is implemented, the Company will provide notice to the Association prior to any material modification, including material changes to the bonus structure or discontinuation of the Program.
 - Nothing herein prevents the Company from offering the Program, or similar incentive programs, to other employee groups.

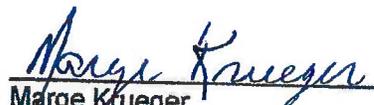
This letter constitutes the entire agreement between the Parties with respect to the subject matter of this letter of Agreement and is made on a non-precedent, non-referable basis.

Sincerely,

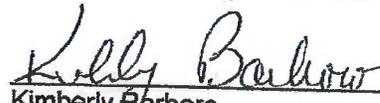


Lynn Vaughn
Managing Director – Labor Relations

For CWA-IBT Passenger Services Association
Union of America



Marge Krueger
Co-Chair
CWA-IBT Passenger Services Association



Kimberly Barboro
Co-Chair
CWA-IBT Passenger Services Association

cc: L. Brochetti-Kirby
C. Meister Diaz
E. Perlioni

October 14, 2015

Marge Krueger
Administrative Director
Communications Workers of America
Washington D.C.

Kimberly Barboro
Business Representative
International Brotherhood Teamsters, Local 104
Phoenix, AZ

Re: Agreements Regarding Spanish, Chinese, and Japanese Desks, and Pay Date Seniority

Dear Marge and Kimberly:

We write to confirm the following agreements reached between US Airways, Inc. and American Airlines, Inc. (collectively, the "Company") and the CWA/IBT Passenger Service Association (the "Association") regarding certain issues related to the parties' tentative agreement on the terms of a joint collective bargaining agreement ("JCBA") contingent on ratification of the JCBA.

1. Spanish Desk. The 22 legacy US Airways employees currently in the Spanish Desk duty assignment (listed on the attached Exhibit A) shall be entitled to remain in this duty assignment, and will receive the language premium provided for in Article 24.E of the JCBA until such time as they attrite out and/or voluntarily transfer to another duty assignment or position. As each of these 22 employees attrite out and/or voluntarily transfer to another duty assignment or position, the Company may fill their positions, in accordance with Article 4.J.2 of the JCBA.

2. Chinese Desk. The 24 legacy American employees currently in the Chinese Desk duty assignment (listed on the attached Exhibit B) shall be entitled to remain in this duty assignment, and will receive the language premium provided for in Article 24.E of the JCBA until such time as they attrite out and/or voluntarily transfer to another duty assignment or position. As each of these 24 employees attrite out and/or voluntarily transfer to another duty assignment or position, the Company may fill their positions, in accordance with Article 4.J.2 of the JCBA.

3. Japanese Desk. The 13 legacy American employees currently in the Japanese Desk duty assignment (listed on the attached Exhibit C) shall be entitled to remain in this duty assignment, and will receive the language premium provided for in Article 24.E of the JCBA until such time as they attrite out and/or voluntarily transfer to another duty assignment or position. As each of these 13 employees attrite out and/or voluntarily transfer to another duty assignment or position, the Company may fill their positions, in accordance with Article 4.J.2 of the JCBA.

4. Pay Date Seniority Review. As a result of the December 2004 Transformation Plan Agreement, certain legacy US Airways' employees were subject to pay date seniority adjustments and freezes, as detailed below:

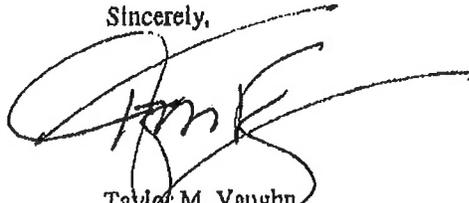
- Effective January 1, 2005, CSAs, CSSs, RSAs, CTO Agents, CTO Leads, and Club Reps were placed one pay step lower on the applicable pay scale for a period of 16 months (1/1/2005 – 4/1/2006, "the freeze period") and had their pay date seniority adjusted accordingly. This also included employees who transferred to one of these positions during the freeze period.
- Effective January 1, 2005, CARs, DMSCs, BCCs, MDAs, and Mainline Express agents were frozen at their current pay step during the freeze period (1/1/2005 – 4/1/2006).
- Employees returning or recall from furlough during the freeze period had their pay seniority reduced by the number of full years spent on furlough.

These employees shall have 60 days from DOS of the JCBA to request that the Company adjust their pay date seniority as if Articles 14.H, 36.B, 36.C, and 36.D of the 2005 collective bargaining agreement between the Company and Association had not been applied. Any such requests must be submitted in writing via regular mail or electronic mail to Labor Relations. If an employee fails to submit a written request within 60 days after DOS of the JCBA, he/she shall be deemed to have waived his/her right to seek review. Within 60 days after the deadline for submission of requests for review (i.e., 120 days after DOS of the JCBA), the Company shall make a determination, in its sole discretion, of whether to adjust the pay date seniorities of employees who submit timely and meritorious requests. The Company's determination shall be final and binding and there shall be no right to further review pursuant to Articles 25 and 26 of the JCBA or otherwise.

To the extent that there are disputes regarding the application or interpretation of this agreement, the Association and the Company shall meet promptly to resolve such disputes.

Your signature below confirms your agreement.

Sincerely,



Taylor M. Vaughn
Managing Director, Labor Relations

Accepted and agreed on behalf of the Association:

Marge Krueger 10/15/2015
Marge Krueger

Kimberly Barbero 10-15-15
Kimberly Barbero

Robert L. Jones, Jr.
Managing Director Labor Relations

American Airlines 

February 1, 2017

Marge Kruger
Administrative Director
Communication Workers of America
501 3rd Street, NW
Washington, DC 20001

Kim Barboro
Business Representative
International Brotherhood Teamsters, Local 104
1450 S. 27th Avenue
Phoenix, AZ 85009

Re: American Airlines, Inc. Post-Pregnancy Maternity Short-Term Disability Plan

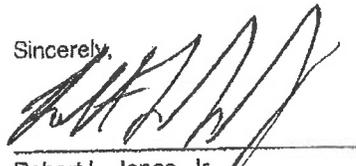
This letter will confirm our understanding regarding the above referenced American Airlines, Inc. Post-Pregnancy Maternity Short-Term Disability Plan for employees employed by American Airlines, Inc. and as represented by the CWA/IBT Passenger Service Association (CWA/IBT).

American Airlines, Inc. will establish the American Airlines, Inc. Post-Pregnancy Maternity Short-Term Disability Plan (Maternity Disability Plan") that will allow eligible employees, including employees represented by the CWA/IBT, the opportunity to receive Maternity Disability Benefits pursuant to the terms and conditions of the Plan. The Maternity Disability Plan shall be referred to as "the Plan."

The effective date of the Plan, as to CWA/IBT's -represented employees covered by this letter, will be March 1, 2017, if this Letter of Agreement is signed on or before this date. If the CWA/IBT signs this Letter of Agreement after March 1, 2017, then the Plans will be effective on such later date for the represented employees.

The terms and conditions set forth in the Plan shall apply and shall govern the participation of employees represented by the CWA/IBT.

Sincerely,



Robert L. Jones, Jr.
Managing Director Labor Relations

April 5, 2017

Marge Krueger
Administrative Director
Communications Workers of America
Bridgeville, Pa., 15017

Kimberly Barboro
Business Representative
International Brotherhood of Teamsters, Local 104
Phoenix, AZ

RE: Shift Trades for Language Duty Assignments

Dear Marge and Kimberly:

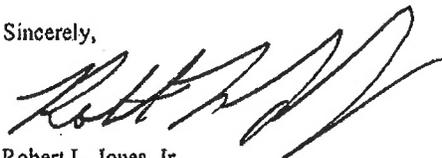
This letter will summarize our agreement, on a non-precedent and non-referral basis, regarding the shift trade provision for qualified employees in language duty assignments. Notwithstanding Article 5.P with regard to qualified employees, the Company will allow qualified employees in a language duty assignment to submit shift trades with employees not qualified to speak the language assigned to their bid line under the following conditions:

1. Shift trades with non-qualified employees are limited to 5 trades per month.
2. The language premium will not apply to non-qualified employees who trade into the language duty assignment.
3. The Company maintains the right to determine who is deemed qualified under Articles 5.P and 24.E.
4. All other shift trade provisions apply in accordance with Article 5.P.
5. The Company maintains all rights as outlined in Article 24.E (Language Premium).

This agreement may be canceled by the Company or Union subject to a ten (10) day notification.

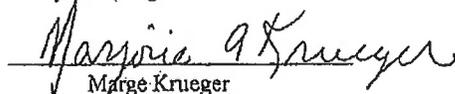
Your signature below confirms your agreement.

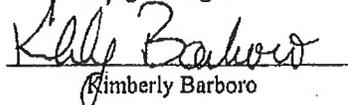
Sincerely,



Robert L. Jones, Jr
Managing Director, Labor Relations

Accepted and agreed on behalf of the Association


Marge Krueger


Kimberly Barboro

LETTER OF AGREEMENT
between
AMERICAN AIRLINES, INC.
and the
Passenger Service Employees
in the service of
AMERICAN AIRLINES, INC.,
as represented by
CWA/IBT Association

PILOT SUPPLY PROGRAM LEAVE OF ABSENCE

THIS LETTER OF AGREEMENT ("LOA") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC. ("American" or the "Company") and the passenger service employees in the service of AMERICAN AIRLINES, INC., as represented by the CWA/IBT Association ("Union" or the "Association"), with both the Company and Association referred to as "the parties."

WHEREAS, American recognizes a need to ensure a strong supply of qualified pilots and has implemented several pilot supply program initiatives, including the Cadet Academy and the Career Advancement Program, ("Pilot Supply Programs") to assist individuals outside the Company obtain the necessary training and experience to qualify for pilot positions at the Company;

WHEREAS, American seeks to provide the same opportunities for passenger services employees to participate in the Company's Pilot Supply Programs, however, passenger service employees will need time away from work to participate and current leaves of absences offered by the Company may disincentivize passenger service employees from such participation; and,

WHEREAS, the parties acknowledge that providing certain employment benefits as part of a leave of absence specific to passenger service employees participating in one or more of the Company's Pilot Supply Programs would allow adequate time away from work, and would avoid penalizing passenger service employees for taking such leave, to participate in the Pilot Supply Programs;

NOW THEREFORE, the parties agree as follows:

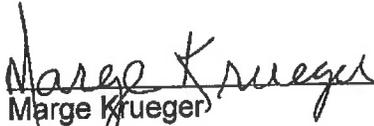
When passenger service employees are granted a leave of absence for the purpose of participating in one or more of the Company's Pilot Supply Programs, the parties agree that the benefits specified below shall apply while on such leaves.

- A. **Seniority.** A passenger service employee shall retain and continue to accrue company seniority.
- B. **Benefits.** Basic coverage of Medical, Dental, and Basic Life Insurance will continue for the duration of the leave. In accordance with Company policy, a portion of the costs shall be paid by a passenger service employee on leave. Any optional coverage benefits shall continue for the duration of the leave so long as the passenger service employee electing such coverage continues to make the required payments.
- C. **Non-Revenue Travel Benefits.** Pass travel benefits provided pursuant to Company policy will continue as if the employee is an active employee for the duration of the leave.
- D. **Return From Leave.** Employees will be allowed to return to their former group, classification and location.

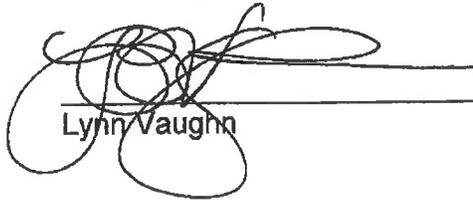
The parties agree that the provisions of the December 1, 2015 Collective Bargaining Agreement between American Airlines, Inc. and CWA/IBT Association shall apply in all respects, except as specifically modified or excepted by this letter.

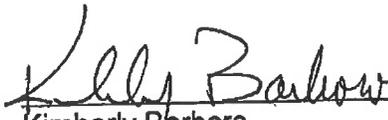
IN WITNESS WHEREOF, the parties have signed this Agreement this 20 day of Dec, 2018.

FOR THE
NAME OF UNION


Marge Krueger

FOR
THE COMPANY


Lynn Vaughn


Kimberly Barboro