

AMERICAN AIRLINES, INC.

AGREEMENT

between

AMERICAN AIRLINES, INC.

and

**TRANSPORT WORKERS UNION
OF AMERICA—CIO**

covering

**AIRLINE MECHANIC, PLANT MAINTENANCE,
FLEET SERVICE AND GROUND SERVICE
EMPLOYEES OF AMERICAN
AIRLINES, INC.**

Effective Date—February 2, 1949

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PREAMBLE

This Agreement entered into this 11th day of February 1949, by and between AMERICAN AIRLINES, INC. (hereinafter sometimes referred to as the "Company"), and TRANSPORT WORKERS UNION OF AMERICA, CIO (hereinafter sometimes referred to as the "Union"), as representative of the employees within the continental United States in the classifications listed herein, pursuant to the terms of the Railway Labor Act, as amended, in the mutual interests of the employees and of the Company to promote the safety and continuity of air transportation, to further the efficiency and economy of operations, and to provide orderly collective bargaining relations between the Company and its employees, a method for the prompt and equitable disposition of grievances, and for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement both the Company and the employees covered hereunder recognize their duty to comply with the terms hereof and to cooperate fully, both individually and collectively, for the accomplishment of the intent and purpose of this Agreement.

ARTICLE 1—RECOGNITION

The Company recognizes the Union as the exclusive and sole collective bargaining agency for all em-

ployees within the continental United States in the classifications of work enumerated herein, pursuant to the certification from the National Mediation Board dated July 22, 1946.

ARTICLE 2—DEFINITIONS

(a) The word "employee" as used herein shall mean an employee in the classifications covered by this Agreement.

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

(c) The term "qualifications" as used herein shall mean all requirements, other than qualifying tests, which may be deemed necessary by the Company for the particular type of work to be performed, and specified in advance in writing.

(d) The term "qualifying test" as used herein shall mean the tests for competency in a particular classification or type of work.

(e) The term "department head," "division head" or "chief operating officer" as used herein shall mean such person or any other person properly designated and appointed by such official to act in his stead.

(f) The term "on call" as used herein shall mean an employee's status who has been instructed to remain or stand by at a station, shop, hangar or other location in order to begin work, immediately upon such work becoming available.

(g) The term "hereunder" as used in this Agreement shall be construed to mean and read "under all applicable provisions of this Agreement."

ARTICLE 3—HOURS OF WORK

(a) The workday shall consist of a twenty-four (24) hour period beginning at 12 o'clock midnight and a regular day's work shall consist of eight (8) hours, exclusive of meal periods.

(b) The workweek (and payweek) shall consist of seven (7) consecutive days beginning at 12:01 a.m. Saturday and the regular weekly work schedule shall consist of five (5) workdays of eight (8) hours each within the workweek.

(c) Each employee shall be scheduled two (2) days off during each workweek and, whenever practicable, those shall be Saturday and Sunday. When an employee's days off are other than Saturday and Sunday, they shall be two (2) consecutive days.

(d) At stations or shops where employees are required to maintain continuous operation of departments or assignments, days off may either be fixed or rotated in accordance with the preference of a majority of the employees involved, consistent with the requirements of the service.

(e) All time worked in any continuous tour of duty, including overtime, shall be considered as work performed on the workday within which the tour of duty is started.

ARTICLE 4—COMPENSATION

(a) During the period of this Agreement, the rates of pay for the classifications of work covered hereunder shall be in accordance with the Wage Schedule shown in Appendix "A" which is incorporated herein and made part of this Agreement.

(b) An employee assigned to an afternoon shift shall receive a shift differential of five (5) cents per hour and an employee assigned to the night shift shall receive a shift differential of ten (10) cents per hour above regular rates for all hours worked during such shifts. An afternoon shift shall be defined as one which begins between 1 p.m. and 9 p.m. and a night shift shall be defined as one which begins between 9 p.m. and 5 a.m.

(c) An employee hereunder who is required by the Company to fly in a test hop shall receive one (1) hour's pay at his regular straight-time rate in addition to the regular pay for each hour or fraction thereof spent on such test hop.

ARTICLE 5—OVERTIME

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

1. One and one-half ($1\frac{1}{2}$) times the regular hourly rate for each hour worked in excess of eight (8) hours and less than twelve (12) hours.
2. Double the regular hourly rate for each hour worked in excess of twelve (12) hours.
3. An employee hereunder shall not be required to suspend work during his regular shift to avoid the payment of overtime nor shall he be entitled to overtime rates until he has worked eight (8) hours in the workday, including time worked before or after his regular shift.

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

1. One and one-half ($1\frac{1}{2}$) times the regular hourly rate for the first eight (8) hours worked on an employee's first scheduled day off and double the regular hourly rate thereafter.
2. Double the regular hourly rate for time worked on an employee's second scheduled day off provided he has worked his first scheduled day off and has worked forty (40) hours (exclusive of daily overtime) during his regularly scheduled workweek. If he has not worked such forty (40) hours he shall be paid one and one-half ($1\frac{1}{2}$) times his regular rate until he completes such forty (40) hours in addition to time worked on his first scheduled day off.
3. When an employee works on his second scheduled day off without having worked his first scheduled day off he shall be compensated for such day as though it were the first scheduled day off in accordance with subparagraph (1) of this paragraph (b).

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

5. Time paid for and not worked on a holiday shall be considered as time worked for purposes of computing overtime.

(c) Shift differentials shall not be compounded in the calculation of overtime rates.

(d) Overtime work shall be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicable.

(e) An employee working overtime shall not be required to work more than two (2) hours continuously after the regular work period without being permitted a meal period.

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

(g) If any work period other than a recall work period shall continue so that its termination shall fall within seven and one-half ($7\frac{1}{2}$) hours prior to the commencement of the employee's regular shift in the succeeding workday, he shall receive pay for all time worked during his regular shift and up to twelve (12) hours at the rate of time and one-half his regular hourly rate.

(h) No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained.

(i) Overtime compensation shall be computed on the basis of the nearest six-minute unit of work.

(j) If overtime on any workday or any workweek is due to an authorized exchange of days off or shifts by employees (which must be approved in advance by the appropriate supervisor), said time shall be compensated for at straight-time rates; provided, however, any continuous work, exclusive of meal periods, in excess of eight (8) hours on any shift or tour of duty shall be paid for at the overtime rates provided in paragraphs (a) and (b) of this Article.

(k) In no event shall any employee covered hereunder receive more than double the regular straight-time hourly rate (excluding shift differentials) under this Agreement.

ARTICLE 6—HOLIDAYS

(a) The following holidays with pay shall be granted:

New Year's Day
 Washington's Birthday
 Decoration Day (or a holiday of greater local importance)
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

(b) An employee required to work on any of the above holidays shall receive double the regular rate for at least eight (8) hours, except when an employee requests and is granted fewer hours in which event he shall receive double time for all hours actually worked and straight time for the difference between the hours actually worked and eight (8) hours.

(c) If any of the above holidays falls on an employee's day off his next work day shall be observed as the holiday.

(d) An extra day will be added to the employee's paid vacation if such holiday falls within his vacation period.

(e) Payment for a holiday as such will not be made to an employee on a leave of absence or to an employee scheduled to work on such holiday who is not excused from work and who fails to report to work as scheduled.

(f) No employee shall be required to report for duty on a paid holiday except when absolutely required for the operation.

ARTICLE 7—VACATIONS

(a) Employees hereunder shall become eligible for and receive vacation allowances in accordance with the following:

1. The calendar year will be used for computing vacation allowances.
2. As of January 1 of each year, each employee hereunder who has had one year or more of continuous service with the Company will become eligible to a vacation period of two (2) weeks (ten regular workdays).
3. An employee who, as of January 1 of any year, has less than one year of continuous service with the Company shall become eligible for a vacation with pay of one regular workday for each month of service with the Company, up to a maximum of ten (10) workdays.
4. As of January 1 of each year, each employee hereunder who has fourteen (14) years or more of continuous service with the Company will become eligible for a vacation with pay of three (3) weeks (fifteen regular workdays).
5. In computing vacation eligibility under paragraphs (a) 3 and (f) of this Article:
 - One-half a month of service or more shall be considered as a full month, and less than one-half a month shall not be considered.
 - Fractions of one-half a day or more of earned vacation shall be considered as entitling the employee to a full day's vacation and fractions of less than one-half a day shall not be considered.

(b) The pay for such vacation shall be at the pay which the employee would normally have received at his straight-time rate at the time the vacation is taken exclusive of shift differential.

(c) Preference in the period in which employees hereunder shall be permitted to take their vacations shall be granted at each station or building in the order of Company seniority provided, however, that vacation schedules may be so arranged within each work group or section as will not interfere with the requirements of the service. The Company shall post requests for vacation preference for the following year on Company bulletin boards not later than December 1st of each year and employees eligible shall list their preference not later than December 20th. The vacation periods shall be assigned and posted on Company bulletin boards by December 30th, whenever possible. Any employee not expressing a preference shall be assigned a vacation, if eligible. Requirements of the service permitting, an employee's vacation shall commence immediately following his regularly scheduled days off.

(d) Vacation allowances shall not be cumulative and a vacation for which an employee becomes eligible on January 1 of any year shall be forfeited unless taken during that year; provided, however, if an employee is requested by the Company in writing to forego his vacation during the year and has not received it by the end of the year, the employee shall be entitled to said deferred vacation during the succeeding calendar year or to pay in lieu of same at the option of the employee, subject to the requirements of the service.

(e) An employee hereunder who takes a leave or leaves of absence which exceeds or the total of which exceeds sixty (60) calendar days during any calendar year shall have his vacation allowance for which he becomes eligible on the following January 1 reduced by one (1) workday for each thirty (30) calendar days of said leave, or the total of such leaves exceeds sixty (60) days if he has less than fourteen (14) years of service with the Company and by one and one-half (1½) workdays if he has fourteen (14) or more years of service with the Company; provided, however, no deductions from vacation allowances shall

be made for leaves of absence granted due to injury sustained while on duty.

(f) In the event of termination of employment with the Company, an employee hereunder who has completed six (6) months of service with the Company shall be paid for a vacation not previously taken to which he became eligible as of the preceding January 1. All vacation accrued since January 1 shall be paid on the basis of five-sixths ($\frac{5}{6}$) of a day for each full month of service, and in the case of employees who qualify under paragraph (a), section 4 of this Article, one and one-quarter (1¼) days for each full month of service. An employee who fails to give two (2) weeks' notice of resignation in writing, and such notice is not waived by the Company in writing, or who is discharged for violation of rules and regulations, shall not be paid for any vacation hereunder.

(g) An employee who has completed six (6) months of service with the Company, has been laid off, has been paid for all vacation due him at the time of termination, and who is subsequently recalled to work shall accrue vacation allowance from the date of his reemployment at the rate of one (1) workday [one and one-half (1½) workdays after fourteen (14) years or more of service] for each month of service with the Company up to a maximum of ten (10) workdays. [Fifteen (15) workdays after fourteen (14) years or more of service].

(h) An employee who has not completed six months of service at the time he is laid off and who is therefore not entitled to vacation termination pay shall, if reemployed within a period of time from layoff not exceeding his previous service, be granted vacation credit for service prior to such layoff. In no case shall the vacation for which such employee becomes eligible on the following January 1 exceed ten (10) workdays.

(i) An employee who has been assigned a vacation period shall not have his vacation dates changed without his consent, unless he is notified of such change in writing two (2) weeks in advance of the

starting date of his vacation. This shall not apply in case of emergency.

ARTICLE 8—PROBATIONARY PERIOD

New employees, regardless of classification, shall be considered on probation for the first three months of service, but an employee hired in mechanical classifications (including Plant Maintenance) shall be required to qualify within the first six (6) months of service and shall be subject to dismissal if he fails to qualify or demonstrate mechanical ability.

ARTICLE 9—SENIORITY

(a) Company seniority shall commence with the effective date of placement on the payroll.

(b) All references in this Agreement to seniority shall mean Occupational Group Title Seniority except where specific reference is made to Company Seniority.

(c) Title seniority hereunder shall begin to accrue from the date of first assignment to a classification within any Title enumerated in Article 10 of this Agreement.

(d) If an employee is transferred from one station to another, his seniority shall not be broken.

(e) Title seniority shall govern all employees hereunder in the case of promotion, demotion, transfer, retention in case of reduction in force, and re-employment after release due to reduction in force, provided that the employee's qualifications are sufficient for the conduct of the work in the classification to which he is to be assigned.

(f) An employee hereunder who accepts a supervisory position within his division shall retain and continue to accrue seniority in the occupational group Title from which he is drawn. An employee hereunder who accepts a supervisory position outside his division shall retain but not accrue seniority in the occupational group Title from which he is drawn.

(g) An employee hereunder who accepts temporary assignment to a classification of work outside his occupational group Title shall retain and continue to accrue seniority in the occupational group Title from which he is temporarily transferred.

(h) When an employee hereunder who is junior to another employee is promoted over the other employee, the senior of the two employees shall continue to retain his position on the seniority roster.

ARTICLE 10—CLASSIFICATIONS AND QUALIFICATIONS

(a) Employees covered by this Agreement shall be assigned to a classification within one of the following occupational group Titles:

1. Title I—Airline Mechanic
2. Title II—Plant Maintenance
3. Title III—Fleet Service
4. Title IV—Ground Service

(b) The classifications included in Title I—Airline Mechanic shall be as follows:

1. Inspector
2. Lead Mechanic
3. Senior Mechanic
4. Mechanic
5. Junior Mechanic
6. Tool Crib Attendant
7. Parts Washer
8. Lead Cleaner—Aircraft
9. Cleaner—Aircraft

(c) The classifications included in Title II—Plant Maintenance shall be as follows:

1. Lead Mechanic—Plant Maintenance
2. Mechanic—Plant Maintenance (including Automotive Mechanic)
3. Plant Maintenance man
4. Utility man—Plant Maintenance
5. Cleaner—Building

(d) The classifications included in Title III—Fleet Service shall be as follows:

1. Senior Fleet Service Clerk
2. Fleet Service Clerk
3. Cleaner—Cabin Service

(e) The classifications included in Title IV—Ground Service shall be as follows:

1. Senior Ground Serviceman
2. Ground Serviceman

(f) When changes are made in the description of any classification hereunder, the Company shall provide copies to the Union.

(g) Whenever and wherever qualifying tests are used to determine the competency of an employee for promotions, these tests shall be prepared by the Company. As soon as possible but not later than August 1, 1949, written portions of qualifying tests shall be of the multiple choice type. Copies of qualifying tests and of any revised or any new qualifying tests shall be furnished the Union prior to their use. When the Union has objections to any portions of any revisions or of any new qualifying tests, the same may be discussed by the Union with the Company upon thirty (30) days' notice from the date the tests are received. If agreement concerning the objections raised cannot be reached the tests may be placed in effect and the Union may take up the disputed points as a grievance under Articles 30 and 31 of the Agreement.

(h) As of the effective date of this Agreement, employees hereunder with three or more years of service with the Company as a Junior Mechanic, or who have three or more years of accredited experience in the repair and maintenance of commercial aircraft or specialized related experience (in accordance with the Company's experience credit regulations) shall become eligible to take the established qualifying test for Mechanic. If the employee successfully passes the qualifying tests on the first attempt and meets all other requirements, the effective date of reclassification shall be the date the employee became elig-

ible for qualifying tests or the date of request for tests, whichever is later. However, if an eligible employee fails to pass the qualifying tests on the first attempt or requests a postponement of the tests, said employee shall be reclassified to Mechanic as of the payroll week immediately following the successful completion of the qualifying tests.

(i) An employee hereunder classified as a Cleaner, Parts Washer, Tool Crib Attendant, Ground Serviceman or Fleet Service Clerk may file a request on the form provided for the purpose for assignment to a future vacancy at his station in the classification of Junior Mechanic. Such employee shall be given an opportunity to qualify in advance for such assignment by passing qualifying tests or other required qualifications, and if said employee meets said requirements he shall be given preference for vacancies in the Junior Mechanic classification at his station over new applicants with less than two years of accredited experience and over any new applicant if the employee has two (2) or more years of accredited experience. Nothing in this paragraph shall preclude an employee from making more than one attempt to qualify.

(j) An employee hereunder classified as a Plant Maintenance Man may file a request on the form provided for the purpose for assignment to a future vacancy at his station in the classification of Mechanic-Plant Maintenance. If such employee meets the qualification requirements he shall be given the opportunity to qualify in advance for such assignment by passing the applicable qualifying tests, and if successful in completing the qualifying test, he shall be given preference for vacancies in the Mechanic-Plant Maintenance classification at his station for which he qualified before any new employee is hired.

ARTICLE 11—PROMOTIONS AND JOBS TO BE POSTED

(a) A promotion to a classification hereunder which is subject to bidding shall be made by the appoint-

ment of the most senior qualified employee who bids for the vacancy. Descriptions of all classifications and qualifications for promotion shall be established by the Company and may include such reasonable measurable standards as are beneficial to the efficiency of the Company's operations and to the employees.

(b) Vacancies in the following classifications covered by this Agreement shall be subject to bidding: Inspector, Lead Mechanic, Lead Cleaner-Aircraft, Lead Mechanic-Plant Maintenance, Senior Fleet Service Clerk and Senior Ground Serviceman. Notices of such vacancies shall be posted at all stations or locations within the continental United States, where employees hereunder are employed. Such notice of vacancy shall state whether the vacancies or jobs are expected to be temporary, the number of jobs to be filled, the station or location, the compensation at which the job is rated, and shall specify a deadline date for bids. Such date shall not be less than ten (10) days after the date of such posting. Bids shall be submitted by registered United States mail, return receipt requested, and bids postmarked after such deadline date shall not be considered.

(c) An employee bidding for more than one vacancy shall indicate the order of his preference on each bid, and if he is the senior bidder for more than one vacancy, he shall have the opportunity to qualify only for the vacancy ranked highest in his preference.

(d) After an employee has been chosen to fill the posted job, the Company shall, within ten (10) days, mail to each station a notice, to be posted on the bulletin board at that station, showing the name and seniority date of the employee selected to fill the job.

(e) If an employee whose application for a posted job is accepted, is stationed at the time of his application at some station other than the station where the posted job is to be filled, the Company shall furnish space-available transportation for the employee affected and for the members of his immediate

family, to the extent permitted by law, from the point from which he is transferring to the point to which he is transferring. Other expenses incident to such transfer shall be borne by the employee.

(f) An employee who is promoted or who has successfully bid for a posted job shall not be held on a trial basis on his new assignment for a period longer than sixty (60) days and may be demoted or returned to his former assignment in the event of his inability to perform his new duties in a satisfactory manner. In the event that he is so demoted he may return at his own expense to any vacancy available in the classifications hereunder for which he is qualified but he shall not, for a period of ninety (90) days after such return, bid for a vacancy in the same classification or section for the same type of work for which he was unable to demonstrate his ability.

(g) An employee hereunder has the right to bid in his own classification at any other station or shop, but having filled such posted vacancy shall not bid another vacancy in his classification for a period of six (6) months thereafter.

(h) During the interim required to post a vacancy, the Company may select an employee to fill the vacancy temporarily, and if such person is selected, he shall be entitled during the period that he is assigned to the temporary job to compensation at a rate not less than that at which the job is rated. An employee assigned during the bidding procedure to a temporary job in a lower classification than that at which he is rated shall not have his compensation reduced to that of the lower classification.

(i) In case of a vacancy not expected to exceed sixty (60) days, the Company may select an employee to fill such vacancy on a temporary basis without posting the job. At the end of such sixty (60) days, such vacancy shall be posted and only qualified employees at the station or shop where such vacancy exists shall be eligible to bid. If, at the end of such sixty (60) days or at any time after such sixty (60) days when filled temporarily, such vacancy is no

longer a temporary vacancy, the vacancy shall be filled in accordance with this Article.

(j) An employee hereunder who is assigned to a temporary job under paragraphs (h) and (i) of this Article will, upon discontinuance of such temporary job, be returned to his former job.

(k) An employee who is transferred from one point to another at the request of the Company shall be so transferred at Company expense, in accordance with Company regulations.

(l) An employee hereunder may request a transfer from one station to another to fill a vacancy not subject to bidding, provided that the employee's qualifications are sufficient for the conduct of the work to which he is to be assigned. Such employee will be permitted to transfer before a new employee is hired at that station, provided:

1. he has a minimum of six (6) months' service with the Company,
2. he has submitted a written request for transfer to his supervisor not less than fifteen (15) days prior to transfer date,
3. he has not completed or refused a transfer within the six month period preceding the transfer date,
4. each January 1 and July 1 a request for transfer not submitted within the preceding thirty (30) days shall be voided and it will be necessary for a new request to be submitted, and
5. a vacancy created by the transfer of an employee may be filled by the Company at its option.

The Company shall, upon granting an employee's request for transfer, furnish space-available transportation for the employee affected and for the members of his immediate family, to the extent permitted by law, from the station from which he is transferring to the station to which he is transferring. Other expenses incident to such transfer shall be borne by the employee.

ARTICLE 12—SENIORITY LISTS

(a) Seniority lists of the employees in the Titles hereunder, giving name, date of employment, job classification and station, shall be furnished the Union semi-annually.

(b) The Company shall post copies of said seniority lists on its bulletin boards at all stations where employees hereunder are based.

(c) An employee or the Union may protest any omission or incorrect posting affecting any employee's seniority within sixty (60) days after posting of the seniority list, except that an employee on a leave of absence in accordance with Articles 16 and 17 of this Agreement or on an assignment at a location where a roster is not posted, shall have sixty (60) days from the date of his return to duty at a station where the roster is posted in which to file such protest. An employee may file a protest with respect to his listing (other than as to typographical errors) only once, except upon his presentation of new and pertinent evidence.

ARTICLE 13—LOSS OF SENIORITY

(a) An employee hereunder once having established seniority shall not lose said seniority except as provided in this Article.

(b) An employee hereunder who resigns from the service of the Company or is discharged for just cause shall forfeit all seniority accrued to date of such resignation or discharge.

(c) If an employee hereunder who has been laid off is offered the opportunity to return to the services, in other than temporary work, and such employee elects not to return to the service, or who fails to comply with the provisions of Article 15 (a) or (e), his seniority right of preference in re-employment shall at that time terminate and his seniority with the Company shall be forfeited.

(d) An employee who permanently transfers at his own request to a classification of work in another Title group shall forfeit seniority in his former Title.

ARTICLE 14—REDUCTION IN FORCE

(a) All demotions and layoffs for lack of work shall be handled in accordance with seniority, as provided for in paragraph (e) of Article 9 hereof.

(b) An employee having Title seniority (one who has completed his probationary period) and who is directly affected by a curtailment of work requiring a reduction in force, may (1) exercise his seniority to displace another employee at his station in his own or lower classification within his Title group, or (2) if he has two (2) or more years of seniority he may exercise his seniority to displace the employee hereunder with the least system seniority in his own classification or any lower classification.

(c) An employee who desires to exercise his seniority as outlined above must notify his immediate supervisor of his intention to exercise his seniority within two (2) days (exclusive of his regular days off) of receipt of notice of layoff and must within five (5) days (exclusive of his regular days off) of receipt of notice of layoff prove that his qualifications are sufficient for the classification and type of work for which he desires to exercise his seniority.

(d) Space-available transportation for the employee and for members of his immediate family to the extent permitted by law shall be furnished by the Company to an employee changing his base station under the provisions of paragraph (c) of this Article. All other expenses incident thereto shall be borne by the employee.

(e) An employee hereunder who reaches the specified age for retirement under a Retirement Benefit Plan or Pension Plan in effect within the Company may be required by the Company to retire, or may be laid off in any subsequent reduction of force within his Title group without regard to seniority.

ARTICLE 15—RE-EMPLOYMENT

(a) An employee who has completed his probationary period and who is laid off by the Company due to reduction in force shall continue to accrue

seniority during such layoff for a period not exceeding his previous service. All seniority shall be cancelled and re-employment rights forfeited if an employee is not re-employed by the Company within a period of time not exceeding his previous service with the Company, which in no event shall exceed a period of two (2) years from the effective date of layoff.

(b) A laid-off employee shall only have recall rights for the period indicated in paragraph (a) above to a job in the classification and station from which he was laid off, except that an employee released from a bid job in connection with a reduction in force in said bid job shall not be subject to recall to said bid job.

(c) An employee who has two (2) or more years of Title seniority and who in lieu of layoff exercises his seniority to displace the employee on the system in his own classification with the least Title seniority, or an employee who in lieu of layoff accepts a vacancy in his own classification at another station at the time of layoff or before the expiration of his recall rights, shall be considered a regular employee at the station to which he transfers and shall have no recall rights to the station from which he was laid off.

(d) An employee who, in lieu of layoff, exercises his seniority to displace an employee in a lower classification within his own occupational group Title or accepts a vacancy in a lower classification in his own Title, shall retain recall rights in accordance with paragraph (a) to the classification and the station from which he was laid off.

(e) All employees laid off by the Company due to reduction in force shall file proper addresses with the Personnel Director of the Company at the time of layoff. Any change in address must promptly be filed in writing with the Personnel Director of the Company. All employees must notify the person whose name is signed to the recall letter within five (5) days of the date of mailing postmark of the recall letter the date he will report for duty. Any employee who fails to provide such notice or who

fails to return to duty within fifteen (15) days of notice sent to his filed address by registered letter, return receipt requested, shall lose all rights to re-employment and his seniority shall be forfeited, unless such such period is extended by the Company for an additional period not exceeding fifteen (15) additional days.

(f) An employee hereunder who has been laid off, and who has been out of the service for a period of nine (9) months or more, may be required to take such tests as may be necessary to establish that he is qualified to perform the work to which he is to be assigned, provided that such tests are not given less than sixty (60) days after his re-employment.

ARTICLE 16—LEAVES OF ABSENCE

(a) When the requirements of the service will permit, an employee hereunder may be granted a leave of absence for a period not in excess of ninety (90) days. When such leaves are granted, the employee shall retain and shall continue to accrue seniority during such leave.

(b) When the requirements of the service will permit, such leave or leaves may be extended for additional periods of not to exceed ninety (90) days for each such leave when approved by the Company in writing.

(c) If such leave is extended by the Company, the employee will retain but will not accrue seniority, provided, however, that employees on such leaves for Union business shall continue to accrue seniority.

(d) When leaves are granted on account of sickness or injury or pregnancy, an employee hereunder shall retain and continue to accrue his seniority until he is able to return to duty or is found to be unfit for such duty, except that in no case shall leave for sickness or injury exceed a total continuous period of two (2) years.

(e) An employee on leave of absence shall report prior to termination date of such leave his intention to return to employment. Failure to make such re-

port or secure renewal of leave of absence will terminate leave of absence and his employment.

(f) When, under the operation of this Agreement, an employee hereunder is chosen to act as a representative of, or a witness for, another employee, or employees, such employee shall be given leave of absence for a period sufficient to permit him to appear as such representative or witness. Such leave shall be mutually agreed upon between the Company and the Union in order that it shall not interfere with the Company's service.

(g) An employee hereunder returning from leave granted for reason of sickness or injury or pregnancy, shall be permitted to exercise his seniority in resuming his classification or any lower classification at the base to which he has previously been assigned.

ARTICLE 17—MILITARY LEAVE

(a) The re-employment and seniority status of any employee hereunder, who, while in the active service of the Company entered the armed services or the Merchant Marine of the United States, shall be governed by the provisions of the Selective Training and Service Act of 1940, as amended, or other applicable law.

(b) Time spent on military leave shall count as time worked for purposes of seniority, wage rates within the employee's classification and vacation.

ARTICLE 18—TERMINATION OF EMPLOYMENT

(a) Employees laid off through no fault of their own shall be given two (2) weeks' notice in writing.

(b) Employees resigning shall give the Company two (2) weeks' notice of resignation in writing.

(c) This requirement of notice set forth in paragraph (a) above shall not apply to a layoff caused by an Act of God or by a strike of the employees of the Company called without giving the notice required by the Railway Labor Act.

ARTICLE 19—BULLETIN BOARDS

The Company shall provide bulletin boards at each station where employees hereunder are employed, marked Transport Workers Union of America—CIO and the appropriate Local number, for the posting of official notices of Union activities not inconsistent with the Railway Labor Act. Such notices shall bear the signature of an officer of the Union and shall not contain anything of a defamatory or personal nature attacking the Company or its representatives.

ARTICLE 20—ROTATION OF SHIFTS

(a) Whenever and wherever shifts are necessary, such shifts shall be on a basis of four (4) week periods, or shorter periods if now in practice. Employees required for such shift work shall be rotated on the various shifts at regular intervals in such a manner as to provide substantially equal time on all shifts for such employees except as otherwise provided in paragraph (b) of this Article. It is understood that this provision shall not require the rotation of employees assigned to specialized work not subject to shift work, nor shall it bar employees from voluntarily accepting steady work on afternoon or midnight shifts.

(b) Subject to the requirements of the service, shifts may be rotated or fixed in accordance with the preference of a majority of the employees at a particular station, shop or work unit.

(c) Except as provided herein, when employees hereunder work more than eight (8) hours in any twenty-four (24) hour period as a result of rotation of shifts, such employees shall receive only straight time for the second eight (8) hours or portion thereof worked during such twenty-four (24) hour period.

(d) An employee hereunder who is required to report for a regular tour of duty within seven and one-half (7½) hours after the completion of the previous regularly scheduled tour of duty, including overtime,

shall be paid at the applicable overtime rate for all time worked during said second regular work period.

(e) Except in extreme emergencies, employees shall be given at least seven (7) days' notice of all shift changes.

ARTICLE 21—REGULAR AND RELIEF ASSIGNMENTS

(a) When a Senior Mechanic or Mechanic has six (6) or more employees assigned to assist him on a particular project or tour of duty, he shall be entitled to and shall receive compensation for such period at a rate not less than the rate established for Lead Mechanic.

(b) Any employee hereunder who for one full day or more is assigned by the Company to perform the duties and accept the responsibilities of a higher classification of work shall be paid not less than the established rate for said classification for time so worked.

ARTICLE 22—ATTENDANCE AT HEARINGS, INVESTIGATIONS OR TRAINING CLASSES

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

(b) Any employee hereunder who is required by the Company to attend training classes during regular working hours shall be paid for time spent in attendance at such classes at his regular rate and such time shall be deemed as time spent at his regular work for all purposes; provided, however, any time so spent after regular work hours shall not be classed as overtime and shall be compensated for, when attendance is required by the Company, at the employee's regular straight-time rate.

ARTICLE 23—ABSENCE FROM DUTY

(a) An employee hereunder prevented from reporting for duty, unless prevented by reasons beyond his control, shall notify his immediate supervisor, or other central point set up for the purpose by the Company, promptly, and in no event later than two (2) hours after his scheduled starting time, giving the reasons for his absence. Such notification shall be necessary only once in any continuous period of absence.

(b) An employee hereunder shall not be absent from duty without prior permission, in writing, except for reason of sickness, injury or other cause beyond the control of the employee.

ARTICLE 24—RECALL WORK

(a) An employee hereunder who has been relieved from duty and has left the premises and who is recalled to duty to perform work not continuous with his regular work period, shall be paid for such work at the overtime rates established herein. Time taken for meals shall not terminate the continuous service period. An employee who has been so recalled to duty shall be paid at the overtime rates established herein for the actual time worked, but in no event shall he be paid for less than four (4) hours at straight-time rates.

(b) When an employee is called to work which commences within four (4) hours of the beginning of his regular shift, he shall be paid at applicable rates for all time up to the beginning of his regular shift, excluding a meal period, whether or not such time is actually worked.

ARTICLE 25—FIELD WORK

(a) When an employee hereunder is required to perform work away from his base station on his regularly scheduled workdays, he shall be paid at least eight (8) hours at his regular day shift hourly

rates for each regularly scheduled workday while away from his base station, whether traveling, on call or working.

(b) When an employee hereunder is required to perform work away from his base station on his scheduled day off, he shall be paid at least eight (8) hours' compensation at overtime rates.

(c) Such employee shall be paid at overtime rates for all hours actually worked in excess of a total of eight (8) hours of work.

(d) Such employee shall not receive compensation for more than eight (8) hours of traveling at straight-time rates during any twenty-four (24) hour period.

(e) A period of seven and one-half (7½) hours or more during which an employee is not traveling or working shall break the continuity of paid hours for overtime purposes.

(f) During such assignment, the employee shall, while away from his base, be paid actual expenses for meals, lodging and transportation not to exceed, without the approval of the Company, the maximums established by the Company for such expenses in its regulations.

(g) When an employee hereunder is required to perform work away from his base station on a day during which he reported to work at his base station, all continuous time, whether traveling or working, shall be computed as working time for all purposes.

ARTICLE 26—GENERAL

(a) All orders to and requests from an employee involving transfers, promotions, demotions, layoff, re-employment, leaves of absence, or anything affecting his pay or status, shall be in writing.

(b) Employees shall be required to wear work clothing that is reasonably suitable and safe for the type of work they are assigned. Lettering of any description other than standard AA insignia as prescribed by the Company shall not be permitted on any work clothing.

(c) Where employees are required by the Company to wear standard Company coveralls such coveralls shall be furnished and laundered by the Company.

(d) The Union shall have the right to confer with the designated Company official on lockers, heating, lighting and ventilation facilities and transportation to and from fields and stations, on eating and drinking facilities and safety conditions.

(e) Whenever the Company establishes minimum tool requirements for any classification of employees hereunder, copies of such requirements and of any revision of such requirements shall be furnished to the Union. The Union may object to any tool requirement and discuss the same with the Company, provided it serves notice within thirty (30) days of receipt of the minimum tool requirements. If agreement cannot be reached on such objections, the requirements, as established, shall prevail, but the Union may take up the disputed points as a grievance under Articles 30 and 31 of this Agreement.

ARTICLE 27—NO DISCRIMINATION, AND RECOGNITION OF RIGHTS AND COMPLIANCE

(a) The Company and the Union agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees hereunder regardless of sex, color, race, creed or national origin.

(b) The Union recognizes that the Company shall have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain discipline and efficiency in its hangars, stations, shops or other places of employment, and the right of the Company to hire, discipline and discharge employees for just cause, subject to the provisions of this Agreement. It is agreed that the rights enumerated above shall not be deemed

to exclude other pre-existing rights of management not enumerated which do not conflict with other provisions of this Agreement.

(c) Any decisions or agreements relating to the interpretation or application of this Agreement made jointly by the Company and the Union shall be binding on every individual employee claiming or entitled to the benefits of this Agreement.

ARTICLE 28—REPRESENTATION

(a) The Union may select and designate such representatives in the respective fields, stations, shops, and other working units as may be necessary for the purpose of representing the employees under the terms of this Agreement, or in accordance with the Railway Labor Act, as amended, provided that not more than five (5) such representatives will confer with management at any one time on any one issue.

(b) The Union may designate a System Chairman for the employees hereunder.

(c) The Union shall notify the Company in writing of the names of its Accredited Representatives at each station and the System Chairman and of any changes in the personnel thereof. The Company shall inform the Union in writing of the supervisors with whom said Accredited Representatives and the System Chairman shall deal and of any changes in the personnel thereof.

(d) An Accredited International Representative of the Union or designated Company Official who believes that any provision of this Agreement has not been or is not being properly applied or interpreted and which has not yet become the subject of an actual grievance, shall have the right within ten (10) days after such alleged misapplication or misinterpretation has been ascertained to protest such violation in writing to the other party, who shall evaluate such protest and render a decision in writing within fifteen (15) days. Disputes in respect to actual grievances shall be handled exclusively according to the provisions of Article 30, Grievance Procedure.

(e) If no settlement is reached under paragraph (d) of this Article, an appeal may be made in writing within thirty (30) days to the Board of Adjustment established under Article 31 of this Agreement.

ARTICLE 29—DISMISSAL

(a) An employee hereunder who has passed his probationary period shall not be dismissed from the service of the Company without notification of such action, nor without an investigation and hearing thereon, provided that such employee makes written request for such investigation and hearing within five (5) days (exclusive of his regular days off) after receiving such notification.

(b) An employee hereunder may be held out of service by the Company pending such investigation and hearing and appeals therefrom.

(c) Such investigation and hearing shall be held by an official designated by the Company, other than the supervisor proposing the dismissal, and it shall be held within seven (7) days (exclusive of Saturdays, Sundays, and holidays) of the receipt of the employee's written request therefor.

(d) Appeals from a decision of an official conducting such investigation and hearing may be taken in accordance with paragraphs (c) and (d) of Article 30.

ARTICLE 30—GRIEVANCE PROCEDURE

(a) An employee who believes that he has been unjustly dealt with or that any provision of this Agreement has not been properly applied or interpreted, or against whom the Company has preferred charges in writing, may present his grievance in person or through his representative, within forty-eight (48) hours to his immediate supervisor, who shall evaluate the grievance or complaint and render his decision as soon as possible but not later than three (3) days following receipt of said grievance.

(b) If the decision of the immediate supervisor is not satisfactory, it may be appealed within five (5) days to the higher ranking supervisor designated by the Company, who shall render a decision thereon as soon as possible, but not later than five (5) days after the appeal is submitted to him.

(c) If the decision of the higher ranking supervisor is not satisfactory to the employee whose grievance is being considered, it may be appealed within ten (10) days to the Chief Operating Officer designated by the Company, who shall fully investigate all of the facts upon which said grievance is based and shall render a decision thereon as soon as possible but not later than fifteen (15) days following his receipt of the appeal.

(d) If the decision of the designated Chief Operating Officer is not satisfactory to the employee, the grievance and the decision thereon may be appealed to the System Board of Adjustment as provided for in Article 31 of this Agreement; provided, however, said appeal must be submitted within fifteen (15) days of receipt of the decision rendered by the designated Chief Operating Officer.

(e) All grievances handled under the procedure provided above shall be in writing and shall be signed by the employee whose grievance is being handled, and all decisions on said grievance shall be in writing. In cases in which the aggrieved employee authorizes his representative to handle his grievance for him, the submission of the grievance or appeal shall be accompanied by a statement signed by the employee fully authorizing his representative to act for him in the disposition of said grievance.

(f) An employee who has a grievance may present said grievance to his immediate supervisor during regular work hours and an Accredited Representative of the Union may present a grievance of an employee or employees during regular work hours without suffering loss of pay for time so spent.

(g) If any decision made by the Company under the provisions of this Article is not appealed by the

employee affected within the time limit prescribed herein for such appeals, the decision of the Company shall become final and binding.

(h) If as a result of a decision in any of the steps of the grievance procedure, as provided herein, an employee is exonerated, he shall, if he has been held out of service, be reinstated without loss of seniority and shall be paid at regular rates for time lost.

(i) When it is mutually agreed that a stenographic report is to be taken of any hearing in whole or in part, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings is to be taken, any written record available of such hearing made by either of the parties to the dispute shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.

(j) Upon the request of an Accredited Union Representative, the Company will inform the Union of its decision on any grievance regarding which a formal hearing or investigation has been held at which the aggrieved employee was not represented by his Accredited Union Representative.

ARTICLE 31—BOARD OF ADJUSTMENT

(a) There is hereby established, pursuant to the provisions of the Railway Labor Act, as amended, a board of adjustment, called the "System Board of Adjustment, American Airlines, Inc."

(b) The Board shall be composed of four (4) members, two (2) selected by the Company and two (2) selected by the Union.

(c) The members of the Board shall continue to serve until such time as the parties selecting the representative members shall select their successors, which may be done at any time except during the time when the Board is holding a session.

(d) The Board shall have jurisdiction only over disputes between the Company and the Union or any employee or employees governed by this Agreement growing out of grievances involving a violation of the Railway Labor Act or the interpretation or application of this Agreement. The Board shall not have jurisdiction over proposals or disputes relating to general changes in hours of work, rates of pay, rules or working conditions. Proposals relating to general changes in hours of work, rates of pay, rules or working conditions shall be handled in the manner provided for in Article 37 of this Agreement.

(e) The Board shall meet in the city where the general offices of the Company are maintained (unless a different place of meeting is agreed upon by the Board) in two (2) regular sessions each year, the first to be held during the first week in April and the second to be held during the first week in October; provided that at such times there are any cases filed with or pending before the Board. The Board shall continue in session until all matters before it have been heard, unless otherwise mutually agreed upon.

(f) The members of the Board shall select a Chairman and Vice-Chairman whose terms of office shall be one year, provided, however, that the offices of Chairman and Vice-Chairman shall be filled alternately by a member representing the Company and a member representing the Union, that is, when a Union member is Chairman, a Company member shall be Vice-Chairman, and vice versa.

(g) The Chairman, or in his absence the Vice-Chairman, shall preside at meetings of the Board and shall have a vote on the adoption of all decisions of the Board.

(h) Upon receipt of notice of the submission of a dispute, the Chairman shall set a date for hearing, which shall be at the time of the next regular meeting of the Board, or, if at least two (2) members of the Board consider the matter of sufficient urgency

and importance, then at such earlier date and at such place as the Chairman and Vice-Chairman shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairman shall give the necessary notices in writing of such meeting to the Board members and to the parties to the dispute.

(i) A dispute submitted to the Board shall be in the form of a joint submission agreed to by the parties to the dispute and shall state:

1. The name of the employee involved.
2. A statement that an attempt has been made to obtain an adjustment of the dispute in the manner provided for in Article 30 of this Agreement, and that the parties have failed to reach in such manner a satisfactory adjustment.
3. A statement of the nature of the dispute and the basis for the jurisdiction of the Board of Adjustment.
4. The position or contention of the Union or of the employee or employees; and
5. The position or contention of the Company.

(j) If all parties to the dispute cannot agree on a joint submission, then, and only in that event, any party to the dispute may submit the dispute by petition, which shall contain all the statements required in a joint submission. In all cases where a dispute is not submitted in the form of a joint submission, the party or parties to the dispute who have not joined in the submission shall be served with a copy of the submission at least fifteen (15) days before the date set for the hearing, and shall have the right within such fifteen-day period to file with the Chairman of the Board a written answer thereto.

(k) Five (5) copies of each submission, including all papers and exhibits in connection therewith, shall be delivered to the Chairman of the Board, who shall immediately transmit one (1) copy thereof to each member of the Board.

(l) Employees covered by this Agreement may be represented at the Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both.

(m) On the request of individual members of the Board, the Board, may, by majority vote, or shall at the request of either the Union representatives or the Company representatives thereon, summon any witnesses who may be deemed necessary by the parties to the dispute, or by either group of representatives constituting the Board.

The number of witnesses who are employed by the Company summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the service of the Company.

(n) A majority vote of all members of the Board shall be competent to make a finding or a decision with respect to any dispute properly submitted to it, and such finding or decision shall be final and binding upon the parties to such dispute.

(o) Upon the failure of a majority of the Board to agree upon a decision on a dispute properly before the Board, resulting in a deadlock, then the Board shall endeavor to immediately agree upon and select an impartial person as a referee to sit with the Board as a member thereof in the subsequent consideration and disposition of the case, or upon other procedure for breaking said deadlock. A majority vote of all members of the Board shall be competent to reach an agreement concerning the selection of an impartial referee or other procedure for breaking the deadlock, and the action of the Board, operating under such procedure, shall be final and binding upon the parties hereto.

If said deadlock has not been broken within thirty (30) days by the procedure herein provided, the Board shall have no further jurisdiction in that case;

provided, however, said thirty-day period may be extended by mutual consent of the parties. The failure of the Board to decide a dispute under the procedure established herein shall not serve to foreclose any subsequent rights or procedures which the Railway Labor Act, as amended, may provide with respect to the settlement of such disputes and nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded to either the employees or to the employer, or to their duly accredited representatives, by said Act.

(p) Findings and decisions of the Board shall be stated in writing, and in each case a copy of the finding or decision shall be furnished the Company, the Union and such employee or employees as are parties to the dispute. If a dispute arises as to the interpretation of the finding or decision, then upon request of the Company, the Union or such employee or employees as are parties to the dispute, the Board shall interpret the finding or decision in the light of the facts stated as evidence presented in connection with its record and hearing of the case.

(q) The Board shall keep complete and accurate record of all matters submitted for its consideration and of all findings and decisions made.

(r) Each of the parties hereto will assume the compensation, travel expense and other expenses of the Board Members selected by it.

(s) Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.

(t) The Chairman and Vice-Chairman, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed neces-

sary for the proper conduct of the business of the Board, including the expense of any impartial referee who may be selected in accordance with paragraph (o) of this Article, and such expense shall be borne one-half by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board Members. So far as space is available, Board members shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.

(u) It is understood and agreed that each and every Board Member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the employees hereunder may be affected in any manner by any action taken by him in good faith in his capacity as a Board Member. The parties hereto further mutually agree that each party shall and will specifically instruct each Board Member selected, that he shall at all times while serving in that capacity act not as a partisan or advocate of a partisan group or cause but shall act and serve solely to render impartial findings and just decisions.

ARTICLE 32—NO STRIKE—NO LOCKOUT

(a) It is the intent of the parties to this Agreement that the procedures set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between them, and, therefore

1. the Company shall neither cause nor permit a lockout during the life of this Agreement, and
2. neither the Union nor the employees covered hereunder shall engage in a strike, sit-down, walkout, or stoppage, slow-down or curtailment of work for any reason during the life of this Agreement.

ARTICLE 33—SICK LEAVE

(a) An employee who has completed six (6) months or more of service with the Company before January 1, 1948 shall be credited with ten (10) days of sick leave for the calendar year of 1948. An employee who completes six (6) months of service with the Company on or after January 1, 1948 shall be credited with five (5) days of sick leave for the calendar year in which the six (6) months period is completed.

(b) Upon being credited with the applicable ten (10) or five (5) days' sick leave, as mentioned in paragraph (a) above, an employee shall thereafter accrue one (1) day of sick leave for each calendar month of service with the Company, up to a maximum of ten (10) days in any calendar year. Such sick leave accrued during a calendar year shall not be used prior to January 1 of the following year.

(c) Unused sick leave shall be cumulative up to a maximum of thirty (30) days.

(d) Only days absent due to illness of the employee shall be paid for from such allowed sick leave. Payment shall be based on the employee's regular straight time rate multiplied by eight (8) hours; however, there shall be deducted from such payment any Weekly Indemnity available under the Company's Group Insurance Plan, or in the case of injury on duty, under Workmen's Compensation Insurance, applicable to the same period of absence.

(e) A medical certificate may be required for approval of pay for any such sick leave.

(f) When employees, including probationary employees, are absent due to illness or injury, length of service for pay purposes shall continue to accrue for a period not in excess of thirty (30) days for any period of absence.

(g) The employees and the Union recognize their obligations to prevent absence for reasons other than illness or injury, or other abuse of such sick leave privilege, and pledge their wholehearted cooperation to the Company to prevent abuse.

ARTICLE 34—TEMPORARY EMPLOYEES

Temporary employees may be engaged by the Company to accomplish and perform work of any emergency nature not to exceed forty-five (45) days but if qualified employees laid off due to a reduction in force are available at the station or locality where such work is to be performed, they will be given the first opportunity of such employment.

ARTICLE 35—MEAL PERIODS

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

(b) Meal periods shall be scheduled not earlier than three (3) hours after commencement of work and not later than five (5) hours after commencement of work.

ARTICLE 36—EFFECT ON PRIOR AGREEMENTS

This Agreement shall supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding and similar related documents executed between the Company and the Union prior to the signing of this Agreement, provided that all rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this Agreement, shall be satisfied or discharged.

ARTICLE 37—DURATION OF AGREEMENT

This Agreement shall become effective as of February 2, 1949 except that Appendix "A" shall become effective as of January 1, 1949 and shall continue in full force and effect until December 31, 1949 and shall renew itself without change until each succeeding December 31st thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by

either party hereto, at least thirty (30) days prior to December 31 in any year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this the 11th day of February, 1949.

WITNESS: FOR AMERICAN AIRLINES, INC.

E. G. HAMILTON

J. G. DEATER,
Personnel Director.

EMIL F. JARZ,
Assistant Personnel Director.

A. DiPASQUALE,
Director of Labor Relations.

WITNESS: FOR TRANSPORT WORKERS
UNION OF AMERICA—CIO

J. T. LYNCH

WILLIAM GROGAN,
International Vice President.

TWU-CIO NEGOTIATING COMMITTEE

B. MURPHY
ANTHONY CASTRO
FRANK BITETTO
FREDERIC SIMPSON
ELLIS HAYES LARKEY
D. B. DARDAN
G. A. SCHLEGEL
BENJAMIN BIALLY
NICHOLAS KIRIACON

JOHN KAMANJIAN
MICHAEL NIGRO
JOHN McCABE
LESTER BUSBY
WM. HENAGHAN
JOSEPH SANTOS
DONALD QUINN
THOMAS POWELL
E. R. BURNS

WM. LINDNER

Plus .05⁴¹ HR

APPENDIX "A"

CLASSIFICATION AND SERVICE THEREIN Regular Rate Per Hour

Inspector

1st year of service..... \$2.08 4
Thereafter 2.14

Lead Mechanic

1st year of service..... 1.96 5
Thereafter 2.02

Senior Mechanic

1st six months of service..... 1.72 47
2nd six months of service..... 1.80
Thereafter 1.90

Mechanic

1st six months of service..... 1.58
2nd six months of service..... 1.64 7
Thereafter 1.72

Junior Mechanic

1st six months of service..... 1.20
2nd six months of service..... 1.28
3rd six months of service..... 1.34 1
4th six months of service..... 1.40
5th six months of service..... 1.46
Thereafter 1.52

Tool Crib Attendant

1st six months of service..... 1.08
2nd six months of service..... 1.12
3rd six months of service..... 1.20 0
4th six months of service..... 1.28
Thereafter 1.38

**CLASSIFICATION AND
SERVICE THEREIN**

 Regular Rate
Per Hour

Parts Washer

1st six months of service.....	\$1.02	
2nd six months of service.....	1.08	
3rd six months of service.....	1.16	0
Thereafter	1.24	

Lead Cleaner—Aircraft

1st six months of service.....	1.28	
2nd six months of service.....	1.34	4
Thereafter	1.42	

Cleaner—Aircraft

1st six months of service.....	1.02	
2nd six months of service.....	1.08	37
Thereafter	1.15	

Lead Mechanic—Plant Maintenance

1st year of service.....	1.82	2
Thereafter	1.90	

Mechanic—Plant Maintenance

1st six months of service.....	1.58	
2nd six months of service.....	1.64	5
3rd six months of service.....	1.72	
Thereafter	1.78	

Plant Maintenance Man

1st six months of service.....	1.30	
2nd six months of service.....	1.35	0
3rd six months of service.....	1.39	
Thereafter	1.43	

Utility Man—Plant Maintenance

1st six months of service.....	1.12	
2nd six months of service.....	1.18	0
Thereafter	1.24	

**CLASSIFICATION AND
SERVICE THEREIN**

 Regular Rate
Per Hour

Cleaner—Building

1st six months of service.....	\$1.02	1
Thereafter	1.08	

Senior Fleet Service Clerk

1st six months of service.....	1.46	
2nd six months of service.....	1.54	1
Thereafter	1.62	

Fleet Service Clerk

1st six months of service.....	1.08	
2nd six months of service.....	1.12	
3rd six months of service.....	1.20	12
4th six months of service.....	1.28	
Thereafter	1.38	

Cleaner—Cabin Service

1st six months of service.....	1.02	
2nd six months of service.....	1.08	0
Thereafter	1.15	

Senior Ground Serviceman

1st six months of service.....	1.46	
2nd six months of service.....	1.54	1
Thereafter	1.62	

Ground Serviceman

1st six months of service.....	1.08	
2nd six months of service.....	1.12	5
3rd six months of service.....	1.20	
4th six months of service.....	1.28	
Thereafter	1.38	

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