

ARTICLE 43 - PART-TIME EMPLOYEES

The Company may utilize Instructors (hereafter referred to as "Part Time Instructors") to support partial work schedules and contract training. Such Instructors will become members of the Union and will be governed by the terms of this Article and Article 38 (Union Security).

Vacancies which occur for full-time Instructor positions will be offered, in order of seniority, to those Full Time and Part Time Instructors on the seniority list, after the provisions of Article 16 have been complied with.

(a) No employee who is protected by Article 42 will be involuntarily assigned to a part-time position.

(b) A part time vacancy will be filled by the most senior qualified employee(s) requesting to fill such vacancy(s) in accordance with the following order of preference:

- (1) By full-time employees
- (2) By an employee with recall rights
- (3) New hire employee(s)

A full-time employee's refusal of part-time work will not affect that employee's seniority or recall rights under this Agreement.

Part Time Cap

(a) Any vacancy(s) exclusive of vacancies covered under Article 12(a)(4) may be declared by the Company to be part-time vacancy(s), without regard to pending transfer request(s) to another work section and without regard to the existence of furloughed employee(s) with recall rights, but as limited by subparagraph (1) below.

(1) The number of part-time employees will not exceed fifteen percent (15%) of the instructors covered by this Agreement (e.g., total instructors covered by the Agreement is 100 - then the maximum number of part-time employees under this Agreement is 15). This fifteen percent (15%) ratio will not apply to any classification, but will be on the basis of the total number of Instructors covered by the Agreement. However, work performed on contract training does not apply towards the cap.

(b) Work performed by Part-Time Instructors for contract (non-American Airlines) will not count against the "90 in 135" clauses of this agreement as outlined in Article 12(a)(5).

Compensation

The Part Time Instructors will be compensated at one-twentieth (1/20) of the base monthly rate for each day of work based on rates outlined in Article 4(a).

Probationary Period

New hire employees will be considered on probation as outlined in Article 9.

Assignment of Work

In a month when lines of work posted for bid in a work unit exceed the number of permanent Instructors assigned to that unit, qualified Part Time Instructors assigned to that unit may bid such work in seniority order. Such bid lines will be awarded the Part Time Instructors. Once awarded a full bid line, the Part Time Instructor assumes the status of "permanent" for that month, including the distribution of overtime.

The awarded bid line will not be altered in any way from the original posting except that changes can be made with three (3) days notice (or less, with instructor's consent) provided that change complies with the provisions of Article 3(f). Remaining work, which does not conform to an additional line, will be distributed equitably to remaining Part Time Instructors. If no Part Time Instructor is available, "other personnel" may be utilized or it may be covered by overtime on a daily basis.

Both full-time and part-time instructors may be used to cover American Airlines and contract work.

Overtime Pay

Part Time Instructors will not be eligible for overtime compensation unless they have worked in excess of twenty (20) days in a calendar month. Such rate will be defined in Article 6 – (Overtime).

Holiday Pay

If a Part Time Instructor is scheduled and works on a holiday as defined in Article 7 (Holidays), he will be compensated at the rate provided in Article 7 (Holidays).

Length of Service

Such increases will be granted on the anniversary date of Instructor seniority.

Company and Instructor Seniority

Company and Instructor seniority will accrue on the same basis as other employees covered by this Agreement.

Benefits and Privileges Will Be Based on

Equivalent Full-Time Service

Equivalent full-time service is determined by days paid, not to exceed twenty (20) days in a calendar month; i.e., twenty (20) paid days will equal one month's service.

Sick Leave

SICK LEAVE WILL ACCRUE BASED UPON AN EQUIVALENT FULL TIME SERVICE BASED UPON ARTICLE 34.

Upon completion of one-hundred twenty (120) days paid, the employee will be credited with twenty (20) hours of sick leave. Accrual of sick leave begins with the seventh (7th) month of equivalent service. The employee will be credited with one (1) day of sick leave accrual for each twenty (20) days paid after the six (6) days were credited, up to a maximum accrual of twelve (12) days in any calendar year.

Vacations

Vacation accrual is on the basis of equivalent full-time service as outlined above and the accrual rate will be outlined in Article 8 (Vacations).

Training

The Company will continue to provide opportunities for Part Time Instructors to remain qualified.

Group Life and Health Benefits Plan

Part time employees will be covered by Article 41, in the same manner as full time employees with the following exceptions in coverage:

- (a) Basic Term Life Insurance coverage will be no less than equal to the basic term life insurance provided to any other part-time employee within American Airlines.
- (b) Accidental Death and Dismemberment Insurance coverage is \$10,000.
- (c) Weekly Income for Accident and Sickness benefits are based on the average of straight-time earnings in the last 6 months with a maximum benefit of 50% of such average weekly earnings. Maximum benefit will be \$100 per week.

Full time employees who convert to part time status will continue to be eligible for all Group Term Life Insurance and Health benefits coverage held as a full time employee.

Weekly Income for Accident and Sickness benefits will be determined by the average of straight-time earnings in the last 6 months, with a maximum benefit of 50% of such average weekly earnings. The maximum benefit will be \$100 per week.

Retirement Benefit Plan

(a) Part Time Instructors are eligible for membership and will be enrolled automatically when they have accumulated at least one-hundred twenty (120) paid days in a twelve (12) month period.

(b) Full-time employees who transfer to part-time status, and who are fifty-seven (57) years of age or over at the time of transfer, and who have at least five (5) years of credited service under said Plan on a prorated basis will accrue final average salary for Retirement Benefit Plan purposes on a nonprorated basis, up to sixty (60) months following their transfer to part-time.