

ARTICLE 43 - PART-TIME EMPLOYEES

The Company may utilize part-time employees in all work sections under this Agreement and at all designated locations where work is assigned. The provisions of the Basic Agreement will apply except as follows:

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

(b) Any 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 the percent (10%) of the full-time employees covered by the Flight Simulator Technicians Agreement (e.g., total full-time employees covered by the Agreement is 50 - then the maximum number of part-time employees under this Agreement is 5). This ten percent (10%) ratio will not apply to any particular work section, but will be on the basis of the total number of full-time Flight Simulator Technicians.

(c) A part-time vacancy(s) 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 right
- (3) Hire new 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.

(d) A part-time employee will be scheduled in either of the following two (2) methods:

(1) No less than four (4) consecutive hours, but no more than six (6) consecutive hours in a work day and for a maximum of five (5) consecutive work days in a work week.

(2) For up to eight (8) consecutive hours in a work day, exclusive of a meal period, and up to a maximum of three(3) days in a work week.

a. Such employee may be scheduled to work up to a maximum of twenty-four (24) hours in a work week, and

b. Such employee may be scheduled to work up to a maximum of three (3) consecutive days which will include some combination of Friday, Saturday, Sunday, or Monday.

Provided, however, employees hired prior to February 11, 1983, will be scheduled for not less than twenty (20) hours per week and all employees hired after February 11, 1983 and prior to January 1, 1984 will be scheduled for no less than sixteen (16) hours per week under either option above. However, such employees may, at their option, bid for work schedules containing fewer scheduled hours.

(e) No two (2) four (4) hour part-time shifts in a work unit will be scheduled back-to-back in a nine (9) hour period.

(f) Part-time employees required to work in excess of five (5) hours will be allowed a thirty (30) minute unpaid meal period. The provisions of Article 43 (b) will not apply.

(g) A part-time employee scheduled to work on a holiday for less hours than his regular work schedule will be paid double time and one-half for all hours worked and straight-time for the difference between the hours actually worked and the hours normally scheduled on that work day. If a part-time employee is not scheduled to work on a holiday, he will be paid one-fifth (1/5th) of his regularly scheduled work hours for that work week at straight-time rates for the holiday.

(h) The probationary period for a part-time employee will be the same as for a full-time employee, but will be based on equivalent full-time service (hours paid not to exceed eighty (80) in a bi-weekly period whether paid at straight or overtime rates).

(i) A part-time employee will accrue Company and Occupational Seniority on the same basis as a full-time employee.

(j) A part-time employee will accrue sick leave, vacation, pension, group life and health benefits in accordance with paragraph (n) of this Article. Injury on Duty benefits will be in accordance with Article 34 (g). Vacation, Sick Leave and injury on Duty pay will be based on a part-time employee's normal work schedule.

(k) Overtime (call in contiguous with the beginning of a full-time employee's shift or holdover contiguous with the end of a full-time employee's shift) will first be proffered to full-time employees available for work at the time the overtime is required. If those full time employees are not available for this needed overtime, then the Company may require part-time employees to work beyond their scheduled hours at straight-time rates up to eight (8) hours in a workday. The Company will proffer day-off overtime, when day-off overtime is required by the Company, to full-time employees before such proffer is made to part-time employees. Part-time employees will be assigned overtime before full-time employees are assigned.

(1) Overtime rates will be paid to part-time employees after eight (8) consecutive hours in a workday have been worked and at the rates provided in this Agreement.

(2) Day off overtime. Time worked on an employee's regularly scheduled day off will be paid as follows:

a. If an employee has not worked forty (40) hours or five (5) workdays during the workweek, straight-time pay for all hours up to eight (8) hours on an employee's day off. Any hours over eight (8) will be paid in accordance with Article 6(a) of this Agreement.

b. If an employee has worked forty (40) hours or five (5) workdays during the workweek, time and one-half pay for all hours up to eight (8) on an employee's day off. Double time for hours over eight (8).

c. If a part-time employee works the second or subsequent day off and has worked forty (40) hours or five (5) workdays in the workweek in addition to time worked on the first day off, he will be paid double time for the hours worked on the second day off. If the employee has not worked forty (40) hours or five (5) workdays in the workweek, he will be paid regular time until he has completed forty (40) hours or five (5) workdays including time worked on his first day off. Once the employee attains forty (40) hours or five (5) workdays, he will be paid according to (b) above.

d. The provisions of Article 6(b) (4) and 25-(b) do not apply to part-time employees.

(l) Employees who are protected by Article 42 and who voluntarily accept a part-time position will thereafter be guaranteed only part-time employment.

(m) 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 and final average salary for Retirement Benefit Plan purposes on a non-prorated basis, up to sixty (60) months following their transfer to part-time.

(n) BENEFITS AND PRIVILEGES BASED ON EQUIVALENT FULL TIME SERVICE

(1) Equivalent full time service is determined by hours paid, not to exceed 80 hours in a BI-weekly period, not to exceed 2080 hours annually, whether paid at straight-time or overtime rates. For example, hours during which overtime is paid are counted in the same manner as straight-time hours without reflecting overtime pay.

(2) Sick Leave:

Upon completion of 6 months equivalent full time service (1,040 part time hours paid), as defined in 1. above, the employee will be credited with twenty (20) hours Sick Leave for use during the balance of that calendar year. Thereafter Sick Leave credit of five twelfths (5/12) of an hour for each 173.3 hours paid is accrued. If, after dividing part time hours by 173.3 the remaining hours are more than 86.6, credit the employee with an additional five twelfths (5/12) of an hour Sick Leave. Remaining hours less than 86.6 are disregarded. Sick Leave, other than the original 20 hours credited, is not usable until January 1 of the year following its accrual.

(3) Vacations:

Vacation accrual is on the basis of equivalent full time service.

a. Number of Vacation Days

The number of vacation days accrued will be determined by length of service (as for full time employees) adjusted for leave of absence.

b. Number of Hours Per Day of Vacation

Compensation for a vacation period for part time employees or employees changing from full time status to part time status or vice-versa either in the vacation accrual year or the vacation usage year, will be based on the following.

1. Total hours worked in the accrual year (not to exceed eighty (80) hours BI-weekly) divided by 173.3 hours = equivalent months of service (rounded to nearest whole number - 5/10 or above round up, 4/10 or below round down).

2. Equivalent months of service x the following accrual schedule = the number of equivalent workdays for pay accrual.

Monthly Accrual Rate As Outlined In <u>Article 8(a)</u>	Accrual Rate/ Month During Year Ending <u>December 31</u>	Maximum Days of Vacation <u>Pay Accrual</u>
1/2 day	5/12 workday	5 workdays
1 day	5/6 workdays	10 workdays
1 1/2 days	1 1/4 workdays	15 workdays
2 days	2/3 workdays	20 workdays
2 1/2 days	2-1/12 workdays	25 workdays
3 days	1/2 workdays	30 workdays

3. Number of workdays from 2. above x 8 hours = total hours of vacation pay.

4. Total hours from 3. above divided by number of vacation days eligible based upon length of service will equal the hours per days of pay for a part time employee.

(4) Pensionable Credited Service

Pensionable credited service for part time employees will be the same as for full time employees.

(5) Group Life and Health Benefits Plan:

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

1. 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.

2. Accidental Death and Dismemberment Insurance coverage is \$10,000.

3. 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.

b. 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.