

ARTICLE 29 – REPRESENTATION

(a) The Union may select and designate 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. The number of representatives that confer with management at any one time on any issue, including meetings convened under the provisions of Article 29(f), will not exceed the number of management employees present plus one (1) additional representative to act in the capacity of a scribe.

(b) The Union may designate an American Airlines System Coordinator for the employees, covered by this Agreement.

(c) The Union will notify the Company, in writing, of the names of its Accredited Representatives at each station and the System Coordinator and of any subsequent changes in the personnel. The Company will inform the Union, in writing, of the supervisors that the Accredited Representatives and the System Coordinator will deal with and any subsequent changes in the personnel.

(1) International Officers, Accredited Representatives, or Local Officers of the Union will, at any time during regular working hours, have access to the premises of the Company where employees are located, for the purpose of investigating grievances or other matters directly connected with the operation of this Agreement and its procedures for the settlement of any dispute. As a matter of courtesy, notice of an intended visit will be given to the ranking Company official or his designated representative. A visit will be subject to such reasonable regulations as may be made from time to time by the Company, but the Company will not impose regulations that will render ineffective the intent of this provision nor impair the privacy of any conference necessary to accomplish the purpose of the visit.

(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, will have the right, within ten (10) calendar days after such alleged misapplication or misinterpretation has been ascertained, to protest such violation, in writing, to the other party, who will evaluate such protest and render a written decision within fifteen (15) calendar days. Disputes in respect to actual grievances will be handled exclusively according to the provisions of Article 31, Grievance Procedure.

(1) This provision will apply to Local Presidents with respect to improper application or interpretation of the Agreement affecting a group of employees within the jurisdiction of their local union. The protest will be filed with the appropriate Chief Operating Officer of the Company.

(2) When an actual grievance has been filed other than under this paragraph, an Accredited International Representative or Local Union President may rescind the grievance and initiate a protest under this paragraph within ten (10) calendar days after the rescission.

(e) If no settlement is reached under Article 29(d), an appeal may be made, in writing, within thirty (30) calendar days to the System Board of Adjustment established under Article 32.

(f) The Union does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements may be required, or of sufficient importance for the Company to have witnesses present, or to necessitate the presence of more than one Company supervisor, or during reasonable cause or post accident drug/alcohol testing as provided in Article 29(h), the Company will inform the employee of his right to have Union representation present. If the employee refuses representation, the supervisor's record will reflect his refusal.

(1) At the start of a meeting under the provisions of Article 29(f), the Company will, except in rare and unusual circumstances, indicate the reason that causes the meeting and then provide an opportunity for the employee and his Union representative to confer for a reasonable period of time. Following that period, the 29(f) meeting will be reconvened and continue until concluded by the supervisor.

(2) Before written notification of discipline or dismissal is given, an employee will be afforded the opportunity to discuss the matter with his supervisor. If he desires, he will have a Union representative in the discussion. Nothing will be construed as preventing the Company from holding an employee out of service pending the investigation, provided that the employee will be paid for all regularly scheduled hours while held out of service, except when he is withheld for:

(a) Action constituting a criminal offense, on or off duty.

(b) Refusal or adulteration of an alcohol/drug test or verified positive drug or confirmed positive alcohol test from the date on the letter of verification/confirmation.

(c) Failure to cooperate with an investigation.

(g) Employees covered by these Agreements who are interviewed by a Company Security Department representative as part of a Security Department investigation may, upon request, have an Accredited Representative present during the interview. If a local Representative is not readily available after the request, the Company's Security

Department will not be required to wait for his availability before conducting its interview. However, the employee in that circumstance may request the presence of another TWU represented employee to be present. The role of the Representative will be that of a silent observer only. The Representative may in no way interfere nor impede the Security Department's investigation and/or interview.

(h) Employees who are required to take a reasonable cause or post accident drug/alcohol test by the Company may, upon request, have a TWU representative present as a witness during those parts of the specimen collection process indicated below.

(1) In those stations where a local TWU representative is not readily available, the Company will delay the test for up to one (1) hour from the time the employee requests or is notified of his right to union representation, whichever occurs first, in order to allow the first available representative to be present at the medical facility.

(2) If normal travel time to the medical collection facility exceeds one (1) hour, then the one (1) hour waiting period will be extended by the amount of travel time in excess of one (1) hour. This is in accordance with the FAA's directive of July 1990, which prohibits the presence or absence of a union representative from in any way hampering or delaying the collection process.

(3) Only one (1) TWU representative will be allowed to accompany the employee to the medical collection facility and into the area where the medical collector opens the drug testing kit, completes the relevant paperwork, and secures the kit after completion of the collection process. The TWU representative will be allowed to witness the opening of the collection kit by the collector, the documentation of the chain of custody procedure by the collector and the employee, and the packaging and sealing of the kit for shipment following the collection. The union representative will not be allowed to accompany the employee or collector into the restroom.

(4) In accordance with the FAA's directive of July 1990, no TWU representative will engage in any activity, which disrupts the collection process. Should the TWU representative engage in disruptive activity, the Representative will be required by the Company's Supervisor to wait in the employee/patient waiting area until the collection process and paperwork has been completed. This is pursuant to the FAA's directive.