

## **ARTICLE 1 - RECOGNITION AND SCOPE**

(a) Pursuant to the Agreement between the Company and the Union, dated November 7, 1997, the Company recognizes the Union as the exclusive and sole collective bargaining agency, with respect to rates of pay, rules and working conditions, for all employees within the United States or its territories covered under this Agreement in the classification set forth in this Agreement, and who performs work as described below:

Provides technical direction to Aircraft Maintenance Organization. Analyzes aircraft structural, mechanical, electrical, electronic, avionics, and power plant system problems, and makes recommendations for corrective actions by providing oral and written instructions through Action To Be Taken (ATBT) entered into Field Maintenance Reliability (FMR). Debriefs flight crews and maintenance on in-flight and post-flight discrepancies. Coordinates technical information to flight crews during in-flight operations utilizing ARINC, SATCOM, ACARS, Company Frequency, or other approved means. Reviews aircraft log records, and analyzes all available information for the performance/condition of an aircraft system component, or the On Wing management programs or Engines and Auxiliary Power Plant Units (APU). Recommends that functional tests are conducted for indications and causes of equipment malfunctions. Coordinates findings with appropriate personnel to resolve maintenance problems. Coordinates parts movement and the manpower required for field trips to facilitate the timely repair of out-of-service aircraft. When necessary, travels to the aircraft or station to provide on-site assistance and guidance in the detection and recommended repair action to be taken to return the aircraft to service. Interprets, issues, closes, and assists in controlling the use of the Minimum Equipment List (MEL), Configuration Deviation List (CDL), and ~~Priority Deviation List (PDL)~~, **Nonessential Equipment Furnishings (NEF)**. Monitors to ensure compliance with procedures prior to the dispatch of an aircraft. Monitors fleet reliability through Field Maintenance Reliability (FMR) **and any automatic (or manual) aircraft fault monitoring system such as the AHM (Aircraft Health Management) system or any such similar system designed and implemented by American Airlines or any third party provider. Monitors aircraft engine performance through any automatic (or manual) engine performance or fault monitoring system such as the GE (General Electric) SAGE system or the RR (Rolls Royce) EHM (Engine Health Monitoring) system or any such similar system designed and implemented by American Airlines or any third party provider.** Detects and eliminates repeat aircraft discrepancies through Repeat Control and issues oral instructions and written instructions as defined in the appropriate manuals. Receives assignments from management. Works according to FAA and Company Regulations and complies with procedures in all applicable manuals. Communicates with other Company personnel as required in a manner designated by the Company. Only Technical Specialist will write and update all ATBTs for all MEL, CDL, and **NEF PDL** items. **Technical Specialists will serve**

**as a liaison between field maintenance and engineering.**

**Field placarding will only be allowed for flight crew placardable items. Additionally, field placardable MELs will be audited twice annually by management and a TWU representative.**

It is recognized that in the conversion from management/specialist work to this bargaining unit work numerous related job functions (those being performed as of December 9, 1998) have been and may continue to be performed by other work groups such as, but not limited to, Supervisors, Engineers and Aviation Maintenance Technicians.

(b) It is understood that in an emergency, supervisors, flight crews, and other employees may perform or assist in performing any work that may be necessary to complete a particular operation. Where employees are reasonably available in point of time adequately to handle a situation on a regular, overtime, or field work basis, this situation will not be deemed to be an emergency within the meaning of this paragraph.

(c) It is further agreed that as other stations are established during the term of this Agreement, the Union will be notified prior to the opening and conferences will be held between the parties regarding the staffing of these stations. The Company retains the right to staff such stations at its discretion.

(d) It is agreed that the Company will not contract out work of the type which is currently being performed by the Technical Specialist classification as described in this article and it is understood that nothing in this Article requires the maintenance of the present volume of work.

The time limit for grievances filed under Article 29(d) involving contracting out will be six (6) months from the date on which such contracting out commenced or, in the case of a substantial expansion of prior contracting out, six (6) months from the date of such substantial expansion.

(e) Merger, Purchase or Acquisition of Another Company:

In the event of a merger, purchase or acquisition of another company involving the entire company or a substantial portion of the company, by the Company, the TWU and the Company will meet to discuss the merger, purchase or acquisition. The Company will provide the TWU with information concerning the proposed merger, purchase or acquisition at the earliest feasible time to allow for the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase, or acquisition upon the TWU represented employees.

(1) The integration of the seniority lists of the respective employee groups will be governed by the provisions of Sections 3 and 13 of Allegheny-Mohawk, 59 CAB 22 (1972), provided that no employee on the master seniority list will be adversely impacted in rates of pay, hours, or working conditions by the integration.

(2) The rates of pay, rules, and working conditions contained in the Basic Agreement, as amended, will not be open for collective bargaining in the event of a merger nor will the TWU or the Company have any obligation to bargain upon changes thereto, except as provided in Article 47 – Duration of the Basic Agreement.

(3) The parties agree to submit to final and binding arbitration by an arbitrator approved by the National Mediation Board all disputes between the TWU and the Company which are not settled in the meetings provided above within six (6) months of the effective date of the merger. The costs of the arbitration will be shared equally by the parties and there will be only one such arbitration proceeding which will be the sole and exclusive remedy for all such disputes.

(4) It is understood that the provisions of Article 1(e) (1), (e) (2), and (e) (3) will not apply to the Company's purchase of assets of another airline which does not result in the integration of employees.

(f) Merger, Purchase, or Acquisition by Another Company:

In the event of a merger, purchase or acquisition of the company, by another company, the TWU and the Company will meet to discuss the merger, purchase or acquisition. The Company will provide the TWU with information concerning the proposed merger, purchase or acquisition at the earliest feasible time to allow for the Union to prepare for those discussions. Those discussions will include the impact of the merger, purchase, or acquisition upon the TWU represented employees.

(g) Labor Protection Provisions:

In the event of a merger, purchase, or acquisition of the Company, by another company, the integration of the seniority lists of the respective employee groups will be governed by the provisions of Sections 3 and 13 of Allegheny-Mohawk, 59CAB22 (1972). The employee groups of each carrier will remain separated until such time as the seniority lists are integrated in accordance with this paragraph.

(h) Successorship

(1) The Agreement will be final and binding upon any Successor. The Company will not bring a single step or multi-step Successorship Transaction to final conclusion, unless the Successor agrees, in writing, to:

(a) recognize the TWU as the representative of employees on the TWU System Seniority lists consistent with the Railway Labor Act, as amended;

(b) employ the employees on the TWU System Seniority list in accordance with the provisions of this Agreement;

(c) assume and be bound by this Agreement.

(2) If the Successor is an Air Carrier or an affiliate of an Air Carrier, the Company will, at the option of the TWU, require the Successor to agree to integrate the pre-transaction System Seniority list of the Company and the Successor in a fair and equitable manner within twelve (12) months of the Successorship transaction pursuant to Sections 3 and 13 of the Allegheny-Mohawk LPPs. The requirement of this provision does not apply to the Company's acquisition of all or part of another Air Carrier in a transaction, which includes the acquisition of aircraft and employees.

(i) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement:

~~Attachment 1-1—Seat miles scheduled by commuter air carriers~~

~~AMERICAN AIRLINES, INC.  
P. O. Box 619616  
DFW Airport, Texas 75261-9616~~

~~August 15, 1995~~

~~Mr. Edward R. Koziatek  
Director, Air Transport Division  
AA System Coordinator  
Transport Workers Union of America, AFL-CIO  
1848 Norwood Plaza, Suite 112  
Hurst, Texas 76054~~

~~Re:—Seat Miles Scheduled by Commuter Air Carriers~~

~~Dear Mr. Koziatek:~~

~~This will confirm our discussions leading to signing of the agreement dated August 15, 1995 in which we discussed provisions for the future schedules of commuter air carriers relative to American Airlines.~~

~~It is agreed that, beginning with twelve (12) month period following August 15, 1995, and each twelve (12) month period thereafter, the total number of available seat miles (ASM's) which may be scheduled by all commuter air carriers owned by AMR or feeding American may not exceed six (6) percent of the total ASM's scheduled by American. This limitation will not apply to ASM's scheduled by such commuter air carriers on new service on a route which American has not served since March 1, 1993.~~

~~No aircraft type currently in the American Airlines fleet, or inactive aircraft type previously in the American Airlines fleet and still under the Company's control, and no current orders or options for an American Airlines aircraft type will be transferred to or operated by a commuter air carrier either owned by AMR or feeding American Airlines.~~

~~Very truly yours,~~

~~Jane G. Allen  
Vice President  
Employee Relations~~

~~Agreed to:  
Edward R. Koziatek~~

**Attachment 1-1 - Seat miles scheduled by commuter air carriers**

**May 13, 2008**

**Mr. Dennis L. Burchette  
International Vice President  
American Airlines System Coordinator  
Transport Workers Union, AFL-CIO  
1791 Hurstview Drive  
Hurst, TX 76054**

**Seat Miles Scheduled by Commuter Air Carriers**

**Dear Dennis,**

**This will confirm our discussions leading to signing of the agreement dated \_\_\_\_\_ in which we discussed provisions for the future schedules of commuter air carriers relative to American Airlines.**

**It is agreed that, beginning with the twelve (12) month period following January 1, 2009, and each twelve (12) month period thereafter, the total number of available seat miles (ASM's) which may be scheduled by all commuter air carriers owned by AMR or feeding American may not exceed seven (7.0) percent of the total ASM's scheduled by American. This limitation will not apply to ASM's scheduled by such commuter air carriers on new service on a route, which American has not served since March 1, 1993. In addition, for the twelve (12) month period following January 1, 2010 and beyond, the threshold will be modified to eight (8.0) percent.**

**No aircraft type currently in the American Airlines fleet or inactive aircraft type previously in the American Airlines fleet and still under the Company's control, and no current orders or options for an American Airlines aircraft type will be transferred to or operated by a commuter air carrier either owned by AMR or feeding American Airlines.**

**If you are in agreement, please indicate by signing below.**

**Sincerely,**

**Agreed to:**

**Mark Burdette  
Vice President  
Employee Relations**

**\_\_\_\_\_  
Dennis L. Burchette  
International Vice President  
AA System Coordinator  
Transport Workers Union of  
America  
AFL-CIO**