

ARTICLE 27 – GENERAL

- (a) All orders to and requests from an employee involving transfers, promotions, demotions, layoff, **recall**, leaves of absence, or anything affecting his pay or status (**as defined in Article 2**), will be in writing.
- (b) An employee who permanently transfers at his own request to another classification of work as provided in this Maintenance Agreement, the Fleet Service Agreement, Technical Specialist Agreement or in the Stores Agreement will continue to receive his same hourly rate per hour but, in no event, will his hourly rate exceed the maximum rate for the classification to which he transferred.
- (1) If his hourly rate at the time of such transfer is not the same as any regular rate per hour for the classification to which he transferred, he will immediately receive the nearest higher regular rate per hour for such classification. Thereafter, the employee shall progress on the normal progression scale in the new classification. In the case of a transfer from a higher to a lower classification caused by a reduction in force under this Agreement, the above rules will apply.
- (c) Employees will be required to wear work clothing that is reasonably suitable and safe for the type of work they are assigned.
- (d) Where employees are required by the Company to wear standard Company uniforms, the uniforms, including jackets, will be furnished by the Company, except that in the case of jackets, the Company will reimburse the employee for any laundry or cleaning. **Upon request, local management will launder uniforms of employees whose uniforms have been chemically-soaked.** Lettering of any description other than standard AA insignia will not be permitted on any work clothing. **However**, employees may wear the standard TWU insignia on **work clothing or** hats. TWU pins may be worn on the Company uniform jackets. Standard uniforms will be exchanged for maternity uniforms upon request.

(e) No employee will be required to work under unsafe or unsanitary conditions.

(f) **The Company and the Union mutually pledge their commitment to a culture of safety in the workplace.**

(g) The Company agrees to furnish first aid kits, good drinking water and sanitary fountains. The floors of the toilets and washrooms will be kept in good repair and in a clean, dry, sanitary condition. Employees will cooperate in maintaining the foregoing conditions. Shops and washrooms will be lighted and heated in the best manner possible, consistent with the source of heat and light available. At field stations, individual lockers will be provided for all employees where adequate space and facilities are reasonably available. Every effort will be made, as early as possible, to provide space and lockers for employees at the field stations. Additionally, the Union will have the right to confer with the designated Company official on transportation to and from fields and stations.

(h) In order to eliminate, as much as possible, accidents and illness, a Joint Safety Committee composed of an equal number of Union representatives, not more than five (5), and Company representatives, not more than five (5), will be established at each location in the system where employees are stationed. It will be the duty of the **Joint Safety Committee** to:

(1) Receive and review Company accident, injury and job related illness reports pertinent to the Safety Committee investigation, and make recommendations to prevent recurrence. (Safety Committee members will receive copies of available monthly summaries of employee accidents and injuries and have access, upon request, to specific Company reports resulting from employee on the job accidents or injuries);

(2) Receive and investigate complaints regarding unsafe and-unsanitary working conditions and make recommendations to resolve the hazards and complaints. **The Employee/Union Representative should first notify and discuss any safety complaint with his immediate supervisor/manager.**

Management will address the safety concern in a reasonable time frame and will advise the Employee or Union Representative of the action taken. If the action taken is not satisfactory to the Employee or Union Representative, it will be forwarded to the Joint Safety Committee (JSC) for further review.

- (3) See that all applicable sanitary and safety regulations are complied with.
- (4) Make recommendations for the maintenance of appropriate sanitary and safety standards.
- (5) Joint Safety Committee meetings will be scheduled **a minimum of once per month** by mutual agreement between the Company and the Union.
- (6) In the event that the Joint Safety Committee is unable, within sixty (60) calendar days, to resolve an issue which has been brought to its attention, either the Company or the Union may submit the issue to the System Joint Safety Committee which will constitute a board to review the issue. In cities where an APC (Accident Prevention Council) exists, TWU Local President will appoint a representative(s) to participate on the APC. Prior to sending an issue to the System Joint Safety Committee, all safety issues will be first submitted to the APC for resolution.
- (7) The System Joint Safety Committee will consist of a representative of the TWU International and a representative of the Company's Safety office. If the issue is not resolved by the System Joint Safety Committee, either representative may submit the issue on appeal to the System Board of Adjustment in accordance with the provisions of Article 29(d) of the Agreement.
- (i) The Company will furnish all required safety devices for employees working on hazardous or unsanitary work; and employees will be required to use or wear the devices in performing that work. The Company will promptly notify the employees and the Union of the use of any material, equipment, or procedure known to be hazardous to

employees exposed and the known procedures to control the hazards via a Material Safety Data Sheet (MSDS). The Company will **promptly** provide the Union with the results of any management or government health and safety survey concerning the employees represented by the Union. When the Company is made aware by the manufacturer or distributor of a product recall or equipment recall, the Company will take appropriate action to ensure the safety of its employees. The Company will also notify the Union of the issue as soon as possible and of any subsequent action that is taken.

(j) Whenever the Company establishes minimum tool requirements for any classification of employees, copies of the requirements and of any revision to the requirements will 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) calendar days of receipt of the minimum tool requirements. If agreement cannot be reached on the objections, the requirements, as established, will prevail; but the Union may take up the disputed points as a grievance under Articles 31 and 32 of this Agreement.

(k) Three (3) days of personal emergency leave with pay for death in the immediate family will be extended to the employees covered by this Agreement. Immediate family includes mother, father, spouse, eligible domestic partner, sister, step-sister, brother, step-brother, child (dependent and non-dependent), mother-in-law, domestic partner's mother, father-in-law, domestic partner's father, step-mother, step-father, the employee's grandparents, the employee's grandchildren, and legal guardian or documented former legal guardian, or relative who is a resident of the household. To the extent that **the Company Policy** provides more expansive personal emergency leave benefits, those benefits will be applied to the TWU-represented employees.

(l) An employee called for jury duty will be paid as if working for all regularly scheduled hours less the fee received for jury services **for actual days served**. The employee will promptly show his supervisor the jury summons and also show the court's validation of jury service when completed.

(1) An employee assigned to jury duty for five (5) or more consecutive days during day time hours will be assigned to the day shift with Saturday and Sunday as his scheduled days off, effective for the workweek in which jury duty starts. An employee assigned to other types of jury duty, (e.g., telephone standby,

single day jury duty, etc.), will have his work schedule adjusted only to the extent necessary to accommodate the actual jury service requirement. **If it is necessary to adjust days off, it should always be adjusted prior to the scheduled jury duty.**

(2) If there is a question regarding the application of this provision, the employee's supervisor will contact Employee Relations who will establish a telephone conference with the TWU International and the **Local President** to resolve the matter.

(m) Upon ratification, and at local orientations of new employees, the Company will provide each employee with a pocket-size copy of this Agreement as expeditiously as possible. Spiral bound copies of this Agreement will be provided to the Local Union Officers, upon request of the Local Union President.

(n) The Company will forward to the Director of the Air Transport Division copies of Company manuals and publications expressly referred to in the Agreement. Revisions to those manuals and publications will also be forwarded.

(o) The Company will forward to the ranking Local Union Representative a copy of the regular crew list schedule for the station. The crew list schedule shall include scheduled shift hours and scheduled days off.

(p) No employee will be required to participate in a definite bomb scare investigation, as declared by Company SOC, against his wishes.

(q) The Company will provide death and permanent disability insurance coverage for employees, as set out below, applicable if a bomb explosion or hazardous material incident in or about American Airlines facilities or aircraft on the ground is the proximate cause of death or disability:

Death	\$500,000
Total Permanent Disability	500,000
Total Loss of Two Members	500,000
Total Loss of One Member	250,000

Member, as used in this Article, is defined as arm, leg, or eye.

Bomb explosion/hazardous material incident insurance will be handled by blanket coverage. Employees covered will not have to sign individual application forms, except for the designation of a beneficiary.

(r) In the event free parking facilities for employees are not available at airport locations, the Company will assume the monthly parking charge, assessed by the appropriate authority (airport, port, etc.) for parking in an area designated for employees. This provision will not apply to replacement or original charges to employees for parking decals, stickers, gate keys, or similar items. Also, where bus transportation to and from employee parking facilities is recognized by the Company as an integral part of the employee parking arrangements that transportation will be at Company expense.

(s) In the event of the total loss **or damage** of an employee's tool box and its contents as a result of fire or theft while the box is located on Company property or while the employee is traveling and/or working on an authorized Field Trip and stored in a Company designated area, the Company will provide up to the following amounts towards the balance of the replacement cost of the tool box:

- (1) **\$4,400** for the loss of a "Rollaway" toolbox-
- (2) **\$700** for the loss of a "Tote Box/Kit Bag"

(a) This benefit only applies to the entire loss of a toolbox and its contents. It does not cover loss of individual tools. Only tools required by the established tool list for the employee's classification will be considered for replacement. In the event an employee transfers from one station to another, the Company will arrange for the shipping and replacement insurance for the employee's toolbox.

(b) The employee must report the loss to his supervisor in writing and provide a copy of the police/security report. Losses under this provision will be settled directly with the employee based on the replacement value not to exceed the limits above.

(t) No employee will incur any cost associated with the initial issue or renewal of Company or associated Airport/Base required ID badges. When possible, an employee who is required to obtain or renew airport badges will be afforded that opportunity during his scheduled shift. **The Company will not reimburse the cost of lost or stolen badges.**