

**APPENDIX A**  
**CONSTITUTION**  
**OF AIRLINE MECHANIC AND RELATED EMPLOYEE**  
**ASSOCIATION TWU / IAM**

**ARTICLE I**

**Section 1. NAME**

This Organization shall be known as the "Airline Mechanic and Related Employee Association - TWU / IAM" and shall be referred to herein as the "Association".

**Section 2. LOCATION**

The Association shall be headquartered in Washington, DC.

**Section 3. DURATION**

The duration of the Association shall be coextensive with the representation of the Mechanic and Related Employees (the "Employees") of the new American Airlines, its successors or assigns (the "Carrier"), or until dissolved by agreement of TWU and IAM.

**Section 4. OBJECTIVES OF THE ASSOCIATION**

The Association has been formed to represent the Employees pursuant to the provisions of the Railway Labor Act, this Constitution, and the TWU and IAM Joint Agreement for the Formation of the Airline Mechanic and Related Employee

Association – TWU/IAM, dated May 9, 2013 (the “Association Agreement”), with TWU and IAM (the “Labor Partners”; each, the “Labor Partner”) acting as representation agents for the Association, as provided herein (see *also* paragraph 8 of the Association Agreement). The Association is vested with all powers and authority necessary to carry out its objectives.

### **Section 5. ASSETS, DEBTS AND EXPENSES**

(a) The Association shall not own any assets or retain funds. The charge and collection of any dues or agency fee shall be as provided herein. The Association is empowered to negotiate with the Carrier lawful union security provisions pursuant to Section 2, Eleventh of the Railway Labor Act, which will require each represented employee, as a condition of continued employment, to become a member of and/or financially support the Labor Partners at the employee's new American Airlines workplace location designated in Appendix B and/or as provided in paragraphs 3, 4, 5 and 8 of the Association Agreement, consistent with the law.

(b) Costs and expenses jointly designated by the TWU and IAM as “Joint TWU/IAM Expenses” of the Association will be borne equally by the TWU and IAM. All other expenses and costs initiated by a single Labor Partner shall be borne by that Labor Partner.

### **Section 6. INCORPORATION OF ASSOCIATION AGREEMENT**

This Association was formed by the Association Agreement which is hereby adopted

and incorporated herein as a part of this Constitution.

## **Section 7. AMENDMENTS**

This Constitution, including the Association Agreement, may be amended by agreement of the International Presidents of the TWU and IAM or, if they are unable to resolve a dispute over an amendment, by the dispute resolution procedure established in Section 9 of the Association Agreement, except that Article I, Section 3 of this Constitution shall not be amendable under the dispute resolution procedure. An impartial umpire under Section 9 of the Association Agreement may not amend this Constitution or the Association Agreement unless he first determines that the amendment is necessary to carry out the appropriate representation functions of the Association and will order an amendment only to the extent necessary to carry out such Association representation functions.

## **ARTICLE II**

### **MEMBERSHIP AND OFFICERS**

#### **Section 1. MEMBERSHIP**

The Association shall consist of the International Presidents of the TWU and IAM and their "designees."

#### **Section 2. DESIGNEES**

The International Presidents may designate one or more individuals to act for them as members of the Association (the "designee" or "designees") and any individual or

individuals so designated shall possess all powers and authority given by this Constitution and by the Association Agreement to the International Presidents.

### **Section 3. OFFICERS**

(a) ASSOCIATION DIRECTOR - The Chief Executive Officer of the Association shall be the Association Director. This position shall alternate between the TWU International President and the IAM International President every two years for regular two-year terms, beginning with the IAM International President commencing with the filing by the Association of an application with the National Mediation Board for investigation of a single carrier representation dispute among the Carrier's Employees. In all years in which the TWU International President (or designee(s)) or IAM International President (designee(s)) is not the Association Director, he or she will be the Association Vice-Director. The Association Director shall be responsible for scheduling and presiding over the Representation Committee meetings called for by Section 6 of the Association Agreement, and for calling and presiding over any meeting of the Association Officers as the Association Director deems necessary. The Association Director shall also be a member of and act as the Chairperson of the Representation Committee established by Section 6 of the Association Agreement.

(b) VICE DIRECTOR - The Vice Director position shall alternate between the TWU International President and the IAM International President every two years for regular two-year terms, beginning with the TWU International President

commencing with the filing by the Association of an application with the National Mediation Board for investigation of a single carrier representation dispute among the Carrier's Employees. The Vice Director shall perform the duties of the Association Director during the absence of that Officer (where the Director states he will be absent) or following the removal, resignation, death or incapacity of that Officer until a replacement is sworn in (as the new applicable International President) or is designated as the Association Director by the applicable International President. The Vice Director shall have the right to call for a meeting of the Association Officers and shall be a member of, and the Vice Chairperson of, the Representation Committee established by Section 6 of the Association Agreement.

(c) The Director and Vice Director will make every reasonable effort to reach decisions by consensus prior to resolving issues under Paragraph 9 of the Agreement.

### **ARTICLE III**

#### **ASSOCIATION SYSTEM BOARD OF ADJUSTMENT**

##### **Section 1. CO-CHAIRS OF THE ASSOCIATION BOARD OF ADJUSTMENT**

(a) The Association Director and Association Vice Director, or their designees, shall serve as equal Union Co-Chairpersons of any Boards of Adjustment established, pursuant to 45 U.S.C. 184 of the Railway Labor Act, as amended, between the

Association and the Carrier.

- (b) For all disputes brought before a Board of Adjustment that primarily involve or relate to Employees whose representation is handled by the TWU, pursuant to Section 3 or 8 of the Association Agreement, the TWU-Appointed Director or Vice Director, or his designee, shall serve as the Union Chairperson of the Board of Adjustment hearing that dispute.
  
- (c) For all disputes brought before a Board of Adjustment that primarily involve or relate to Employees whose representation is handled by the IAM, pursuant to Section 4 or 8 of the Association Agreement, the IAM-Appointed Association Director or Vice Director, or his or her designee, shall serve as the Union Chairperson of the Board of Adjustment hearing that dispute.
  
- (d) For all disputes brought before a Board of Adjustment that present issues to Employees where the Union Co-Chairpersons determine that the handling of representation for these Employees does not fall within Section 1(b) or (c) above, the Association Director, or his or her designee, shall serve as the Union Chairperson of Board.

## **Section 2. GRIEVANCES**

- (a) All grievances filed on behalf of the Association by the TWU or by TWU represented employees shall be processed up to the Board of Adjustment level by the TWU.

Expenses related to such grievances up to and through the Board of Adjustment level shall be borne by the TWU, subject to subparagraph (c) below.

(b) All grievances filed by on behalf of the Association by the IAM or by IAM represented employees shall be processed up to the Board of Adjustment level by the IAM.

Expenses related to such grievances up to and through the Board of Adjustment level shall be borne by the IAM, subject to subparagraph (c) below.

(c) For all grievances and arbitrations that present issues to Employees where the Union Co-Chairpersons determine that the handling of representation for these Employees does not fall within Section 1(b) or (c) above, the payment of expenses related to such grievances up to and through the Board of Adjustment level shall be considered by the Director and Vice Director, or their designees, and allocated between the TWU and IAM according to their decision.

## **ARTICLE IV**

### **NEGOTIATING COMMITTEE**

#### **Section 1. ESTABLISHMENT OF A NEGOTIATING COMMITTEE**

There shall be established a Negotiating Committee of the Association whose purpose is to engage in collective bargaining with the employer of the employees represented by the Association.

#### **Section 2. COMPOSITION AND PROCESS OF THE NEGOTIATING**

## COMMITTEE

- (a) The Association Director, or his or her designee, shall be the Chairperson and Chief Spokesperson of the Negotiating Committee.
- (b) The Association Vice Director, or his or her designee, shall serve as the Vice Chairperson of the Negotiating Committee, and shall perform the duties of the Chairperson and Chief Spokesperson of the Negotiating Committee in the absence of Association Director.
- (c) Apart from the Chairperson and Vice Chairperson, the Negotiating Committee members shall be comprised of an equal number of appointees of the TWU International President and of the IAM International President. The Committee will make and formulate bargaining positions by consensus through a process mutually agreed to by the TWU and IAM. The Committee will subject issues to a vote of members of the Negotiating Committee only on the recommendation of both the Chairperson and Vice Chairperson or their designees. The Chairperson and Vice Chairperson of the Committee will not participate in this vote. The Chairperson and Vice Chairperson may designate staff, research, legal or other expert advisors to advise the Negotiating Committee.
- (d) No Tentative Agreement will be submitted to the Employee members for a ratification vote without both (1) a majority vote of those voting among the members of the Negotiating Committee, and (2) the approval of both the Chairperson and the Vice Chairperson or their designees.
- (e) Ratification of Agreements shall be by a majority vote of those voting among Employee members of the Association (as good standing members of either TWU



or IAM in accord with their respective Constitutions) in a secret ballot vote conducted in accordance with a process mutually agreed to by the International Presidents of the TWU and IAM.

(f) Strike Authorization votes shall require (1) the approval of both the Chairperson and the Vice Chairperson or their designees, and (2) a vote in favor by two-thirds of those voting among Employee members of the Association (as good standing members of either TWU or IAM in accord with their respective Constitutions) in a secret ballot vote conducted in accordance with a process mutually agreed to by the International Presidents of the TWU and IAM. A strike shall be called off by mutual agreement of the International Presidents of the TWU and IAM.

(g) Any strike payments, subsidies or reimbursements to striking Employees shall be made according to the rules and processes of the Labor Partner representing the facility or location (under paragraphs 3, 4, 5 and 8 of the Association Agreement) on strike.

**APPENDIX B**

This Appendix describes the allocation of stations, bases or facilities for the purpose of designating Association representation of the Carrier's Employees by the Labor Partners as defined in the Association Agreement and Constitution.

Unless otherwise determined in accordance with the Association Agreement, the Labor Partners listed below shall handle representation, through the Mechanic and Related Employee Association, TWU/IAM, of Employees in accordance with the table of stations, bases and/or facilities set forth below, Paragraphs 3 to 4 of the Association Agreement, and the Association Constitution (Appendix A).

**TWU Locations**

AFW	AUS	DEN	DFW	DWH
EWR	FLL	LAX	LGA	MIA
ORD	RDU	SAT	SEA	SFO
SJU	SNA	STL	TUL/TULE	ELP
JFK				

**IAM Locations**

ATL	BOS	CLT	DCA	IAD
LAS	MCO	PHL	PHX	PIT
SAN	TPA			