

**Agreement By and Between**

**AirTran Airways, Inc**

**And**

**The Mechanics and Inspectors in the**

**Service of AirTran Airways, Inc.**

**As Represented by**

**International Brotherhood of Teamsters**

**Airlines Division-Local 528**

**Effective on October 1, 2009, Amendable on October 1, 2013**

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## **PREAMBLE**

This agreement is made and entered into in accordance with the provisions of Title 2 of the Railway Labor Act, as amended, by and between AirTran Airways, Inc., hereinafter known as the "Company" and the Maintenance Mechanics and Inspectors in the service of AirTran Airways, Inc., as represented by the International Brotherhood of Teamsters, Airline Division, hereinafter known as the "Union".

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1. The purpose of this Agreement is, in the mutual interest of the Company and employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized to be the duty of the Company, the employees, both individually and collectively, and the Union to cooperate fully for the attainment of these purposes.

2. No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company, its officers or agents because of membership in or lawful activity on behalf of the Union.

3. It is understood, wherever in this Agreement employees or jobs are referred to in the male gender, that it shall be recognized as referring to both male and female employees. In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all employees, regardless of sex, color, race, creed, age, national origin, religion, handicapped or veteran status.

## ARTICLE 2 - SCOPE OF AGREEMENT

1. The Company hereby recognizes the Union as the sole collective bargaining agent and authorized representative for those employees of AirTran Airways, Inc. composing the craft or class of Mechanics and Related employees as certified by the National Mediation Board in Case No. R-6450 on November 2, 1996. This includes: Inspectors, Line Maintenance Supervisor/Lead Mechanics, Maintenance Controllers, and Technical Support Mechanics. Unless otherwise stated or required by the context, whenever the word "Mechanic" is used or inferred in this Agreement, it shall apply to all A/P Mechanics, Supervisor/Lead Mechanics, Inspectors, Technical Support Mechanics, and Maintenance Controllers and such other classifications that may be agreed to in the future by the Company and the Union.

2. This Agreement extends to and covers all employees in the classifications set forth in Article 4 who normally and regularly spend a majority of their work time in performance of Covered Work. "Covered Work" means all aircraft maintenance work, technical support work, maintenance controller work, supervisor/lead mechanic work and inspection work performed by the Company and such work is recognized as falling within the jurisdiction of the Union. Covered work shall be performed by employees on the AirTran Airways, Inc. seniority list, except as otherwise provided for in this Agreement or as otherwise agreed to by the Company and the Union.

3. The Company may not contract out work in any classification when such contracting out will result in a reduction in force for any covered employee. Otherwise, the Company may continue to (a) contract out work heretofore customarily contracted out, (b) return equipment parts or assemblies to the manufacturer or to an approved repair station for repair or replacement, (c) contract out any work when the Company's facilities and equipment are not sufficient, or qualified personnel are not available, or where employees available

do not have the experience and ability to perform the work required. If the Company has need for contracting out work presently performed by employees covered by this Agreement, the Company will so notify the Union.

4. Seat covers, seat cushions, carpets, and curtains are considered unskilled cabin refurbishment work and may be performed by any qualified person. Non scheduled interior work such as non routine or logbook entries involving the replacement/repair of seat covers, seat cushions, carpets, curtains, etc. may only be accomplished by a qualified mechanic.

5. With prior mutual agreement between the Company and the Union, where Company facilities are available, in order to increase the opportunity for covered employees to: (a) perform work that has customarily been contracted out or (b) perform work that has not been customarily performed by covered employees, employees may perform work that has customarily been contracted out or work which has not been customarily performed by covered employees and such work may be performed by covered employees without losing its character as work which has historically been contracted out or work which has not been performed by covered employees on a regular basis.

6. If the Union believes that the Company is abusing the subcontracting exceptions set forth in the Article, or is otherwise violating this Article, the matter may be grieved by the Union. The parties shall attempt to resolve their dispute in conference held within seventy-two (72) hours. Failing resolution, at the option of either the Union or the Company, the parties will arbitrate the dispute, on an expedited basis, before the System Board of Adjustment sitting with a neutral arbitrator selected by the parties. If the parties cannot agree upon an arbitrator within 10 days, either the Company or the Union may request a panel of arbitrators in accordance with Article 21 of this Agreement.

7. Employees covered by this Agreement shall be governed by Company rules, regulations and orders previously or hereafter issued by proper authorities of the Company which are not in conflict with the terms and conditions of this Agreement, and which have been made available to the employees and the Union prior to becoming effective.

8. The right to manage and direct the working forces, subject to the provisions of this Agreement, is vested in and retained by the Company. The exercise of any right reserved herein to management in a particular manner, or the non-exercise of such right, shall not operate as waiver of the Company's rights hereunder, or preclude the Company from exercising the right in a different manner.

### ARTICLE 3 - STATUS OF AGREEMENT

1. In the event of a buyout, merger, transfer of title, etc., the Company and the Union will be governed under the provisions of the Railway Labor Act, with regard to employment and representation of the current employees. Until such ruling, the terms and conditions of this Agreement will remain intact. This Agreement shall be binding upon any successor or assign of the Company unless and until changed in accordance with the provisions of the Railway Labor Act, as amended. For purposes of this paragraph, a successor or assign shall be defined as an entity which acquires all or substantially all of the assets or equity of the Company through a single transaction or multi-step related transactions which close within a twelve (12) month period.

2. In the event of a merger between the Company and another Air Carrier, where the surviving air carrier decides to integrate the pre-merger operations, the following procedures will apply:

- a. The Company will provide for the integration of the seniority of the mechanic and related employee groups in a fair and equitable manner, including, where applicable, agreement through collective bargaining between the Air Carrier and the representative or representatives of the mechanic and related groups involved.
- b. In the event of a failure to agree pursuant to paragraph a above, the dispute may be resolved in accordance with Section 13 of the Allegheny-Mohawk Labor Protective Provisions.
- c. Discussion related to any merger shall not be pursuant to Section 6 of the Railway Labor Act, and reaching an agreement with the Union shall

not be a prerequisite for closing, or any other aspect of the transaction, or operations pursuant to the transaction.

3. Acquisition or Disposition of Assets:

- a. In the event of a Substantial Asset Sale, as defined hereunder, the Company agrees that it will undertake its best and all commercially reasonable best efforts to require the air carrier purchaser to offer employment to that number of mechanic and related employees on the AirTran Seniority List whose identity shall be determined consistent with the seniority provisions they then enjoy, which number of employees entitled to such employment offer shall be the average monthly staffing actually utilized in the operation of the transferred assets over the twelve months prior to the employment offers and to negotiate, and to arbitrate under Allegheny-Mohawk Section 13 any differences regarding the identity or number of transferring employees that may arise with the air carrier purchaser and to integrate the two employee groups in accordance with Sections 3 and 13 of the Allegheny Mohawk Labor Protective Provisions. For the purposes of this provision, a "Substantial Asset Sale" means the sale and/or assignment in a single transaction or a series of related transactions over a twelve month period to a certificated air carrier, other than in the ordinary course of business, of that number of aircraft that, net of asset purchases or acquisitions, over the twelve months prior to the effective date of the transaction(s) produced more than 30% of scheduled block hours.
  
- b. At such time that a transaction amounting to a Substantial Asset Sale is being finalized, the Company shall, on a confidential basis, verbally

notify the President of Local 528 of the Union at least three (3) days prior to the anticipated execution of such an agreement.

- c. In the event of a "Substantial Asset Purchase" by the Company of both assets of another carrier and, by virtue of a requirement in the purchase/assignment agreement, the mechanic and related employees associated with those assets, the Union will use its best efforts to fairly negotiate with the Company the integration of the two mechanic groups and if any differences arise between the Union and the Company, the mechanic and related workforce shall be integrated in accordance with Sections 3 and 13 of the Allegheny Mohawk Labor Protective Provisions. For the purposes of this provision, a "Substantial Asset Purchase" means the purchase and/or assignment in a single transaction or a series of transactions over a twelve month period from a certificated air carrier, other than in the ordinary course of business of one or more aircraft and pursuant to the terms of the purchase and/or assignment agreement, an offer of employment to certain of the seller air carrier's mechanic and related employees is an integral part of the purchase and/or assignment agreement.
  - d. The provisions of Article 18 will apply for any displaced employee affected by a buyout, merger, transfer of title etc.
4. Expedited Article 3 Minor Dispute Resolution:
- a. At either the Company's or Union's request, any dispute arising over the meaning or application of any provision in this Article 3 of the Agreement may be presented, in the first instance, directly to the

- b. If the parties are unable to agree upon a neutral arbitrator, a list of arbitrators shall be obtained in accordance with the provisions in Article 21 and the parties shall alternately strike names, with the Union striking first, until only one name remains.
  
- c. Either party may petition, via letter with a copy to the other party, for a list of arbitrator's names as set forth in Article 21 to be furnished within 5 working days of submission of the dispute to the system board. The parties agree to select on the names provided within 5 working days from receipt of the list. The matter will be heard by the Board within 30 days of the selection of the arbitrator. The decision of the neutral arbitrator shall be furnished within 10 working days following the conclusion of the arbitration hearings.
  
- d. In the event the selected neutral arbitrator does not agree to comply with the time limits stated above, the last stricken arbitrator shall be used. This process shall continue until an arbitrator agrees to comply with the time lines in paragraph c. above.
  
- e. The availability of these Expedited Dispute Resolution procedures shall not prevent the parties from mutually agreeing to elect to process grievances arising under this Article under the normal minor dispute resolution procedures set forth in Articles 20 and 21 of this Agreement.

## ARTICLE 4 - CLASSIFICATIONS

1. The recognized classification of work will be as herein defined:

All employees covered by this Agreement shall be recognized as being in the classifications listed herein. Classifications, and the work of such classifications, the job requirements and job descriptions contained within this Article shall not be added to, reduced, deleted, or amended except by mutual agreement between the Company and the Union. All covered employees shall use existing and/or future technologies generally used and accepted throughout the industry to be the work of employees covered by this Agreement including, but not limited to, the use of Computerized Data Collection Systems (CDCS) and/or any other systems that provide for increased efficiency, reliability, safety, and regulatory compliance.

### A. Classifications

1. INSPECTORS

- a. The work of an Inspector will consist of the overall inspection of aircraft (including powerplant) in connection with assignments performed by AirTran Mechanics. The work of an Inspector will include checks performed by AirTran Mechanics, the inspection of materials, parts and sub-assemblies, but shall not necessarily include the inspection of materials, parts and sub-assemblies required of a Mechanic to accomplish his own work.
- b. Inspectors must be capable of performing the inspection work assigned and must hold A&P licenses as are required by

Federal Law to fulfill their duties as Inspectors. Inspectors will not be required at line stations or on field trips unless inspection work is determined necessary by the Company.

- c. It is understood that during the life of this Agreement, but no longer than 2014, the total number of Inspectors in the two maintenance bases of Atlanta and Orlando will not be reduced below 14 for Atlanta and 8 for Orlando. For each twenty (20) percent reduction in the Mechanic workforce at either ATL or MCO, these numbers may, but not necessarily will, be reduced by twenty (20) percent rounded off to the nearest whole number. Furthermore, during the life of this Agreement, should an Incumbent Inspector (Incumbent Inspectors are those Inspectors in the classification of Inspector as of the effective date of this Agreement) be involuntary furloughed or required to accept a position other than Inspector, the Inspector Designee program at that Maintenance Base will be discontinued.
  - d. Current Inspection shift schedules (see Article 5.4.a.1-3.) (as of the date of this Agreement) shall not be altered unless mutually agreed to by the Union and the Company.
2. MECHANICS (AIRCRAFT A&P / AVIONICS A&P / QEC / SHEET METAL A&P)
- a. The work of the Aircraft A&P Mechanic shall include all work generally recognized as Mechanic's work performed by the Company in its airline operations. Mechanics must hold valid

Federal licenses as required by Federal Law for their assignment. The function of wing walking, tug driver, disconnecting the aircraft tow bar and headsets may be performed by any trained AirTran employee.

- b. The work of the Avionics A&P Mechanic shall include the primary function of Avionics work with a secondary function of Aircraft A&P Mechanic. In order to qualify as an Avionics A&P, practical and written examinations must be conducted and passed.
- c. The work of the QEC A&P Mechanic shall include the primary function of QEC work with a secondary function of Aircraft A&P Mechanic. In order to qualify as an QEC A&P, practical and written examinations must be conducted and passed.
- d. The work of the Sheet Metal A&P Mechanic shall include the primary function of Sheet Metal work with a secondary function of Aircraft A&P Mechanic. In order to qualify as a Sheet Metal A&P, practical and written examinations must be conducted and passed.

### 3. MAINTENANCE CONTROLLERS

- a. The work of a Maintenance Controller shall consist of the performance of maintenance control functions as specified in Company manuals to include the providing of technical and logistical support for maintenance, compliance with regulatory materials and Company manuals and procedures, monitoring of maintenance being performed on active aircraft at base

and line stations as well as by on call maintenance providers, the issuance and control of maintenance discrepancies (MELs, CDL, Watch Items, etc.) and the preparation of reports pertaining to maintenance control activities. Should the Company change a manual which amends the job duties of a Maintenance Controller, and such amendment provides for job duties not typically performed by such positions in the industry, the change in duties must be first agreed to by the Union.

- b. Maintenance Controllers must possess a valid A&P Mechanic Certificate and also possess a thorough working knowledge of the Maintenance Control function in a Part 121 Certificated airline. Maintenance Controllers must have sufficient prior maintenance experience in multiple maintenance functions and maintenance support activities so as to comprehend and put to use an overall understanding of Part 121 maintenance operations. In order to qualify as a Maintenance Controller, oral and/or written examinations must be conducted and passed.

#### 4. LINE MAINTENANCE SUPERVISOR/LEAD MECHANICS

- a. The work of a Line Maintenance Supervisor/Lead Mechanic shall consist of all of the work performed by Mechanics as well as the functions specified for Line Maintenance Supervisors/Lead Mechanics in Company manuals to include the non-exclusive directing of the work of mechanics under his jurisdiction, the nonexclusive assignment and monitoring of such work and the nonexclusive responsibility and

accountability for the performance of such work. Should the Company change a manual which amends the job duties of a Line Maintenance Supervisor/Lead Mechanic, and such amendment provides for job duties not typically performed by such positions in the industry, the change in duties must be first agreed to by the Union. Line Maintenance Supervisor/Lead Mechanics are responsible to Shift Managers and, in their absence, act as their designated representative(s). Line Maintenance Supervisor/Lead Mechanics also provide on the job training to Mechanics, including training in the use of the Company's maintenance computer system.

- b. Line Maintenance/Supervisor Lead Mechanics must possess a valid A&P Mechanic certificate and also possess a thorough working knowledge of the line maintenance operations. Line Maintenance/Supervisor Lead Mechanics must have sufficient prior maintenance experience in a line maintenance environment commensurate with the size of the station they work in so as to enable them to successfully fulfill their duties and put to use an overall understanding of Part 121 line maintenance operations. In order to qualify as a Line Maintenance/Supervisor Lead Mechanic, oral examinations must be conducted. The Union will be allowed to have 2 representatives present along with 2 representatives from the Company, each will have a vote in the selection of new Line Maintenance/Supervisor Lead Mechanics.
- c. The number of Line Maintenance Supervisors/Lead Mechanics shall be as determined by the Company and will

be utilized whenever the amount of line maintenance work and Mechanics assigned to a maintenance station is sufficient to warrant the position (as of the effective date this includes MCO and ATL). Before the number of Line Maintenance Supervisors/Leads are increased or decreased at any maintenance station, the Union will be advised along with the reasons therefore. A Line Maintenance Supervisor/Lead Mechanic's non-exclusive responsibility and accountability for the performance of the work of mechanics under his jurisdiction is proportional to the number of mechanics under his jurisdiction.

## 5. TECHNICAL SUPPORT MECHANICS

- a. The work of a Technical Support Mechanic shall primarily, but not exclusively, consist of the functions specified for Technical Support Mechanics in Company manuals to include the expert and specialized troubleshooting/diagnosis of aircraft discrepancies, assisting other Mechanics, Line Maintenance Supervisors/Lead Mechanics, and Maintenance Controllers with specialized repairs or problem repairs, writing technical repair plans as necessary, entering data in the Computerized Data Collection system (CDCS), researching technical data in the computerized manuals or any other manufacturer's data sources, interfacing with customer support personnel from vendors and manufacturers, and the preparation of reports pertaining to technical support activities. In addition, the work of a Technical Support Mechanic shall consist of all of the work of Mechanics. Should the Company change a manual which amends the job

duties of a Technical Support Mechanic, and such amendment provides for job duties not typically performed by such positions in the industry, the change in duties must be first agreed to by the Union. The Maintenance Shift Manager shall determine the priority of the work to be or that is being performed by Technical Support Mechanics.

- b. Technical Support Mechanics must possess a valid A & P Mechanic Certificate and also possess a thorough knowledge of aircraft systems and troubleshooting techniques gained from prior maintenance experience in a Line maintenance environment commensurate with the operation of Type II aircraft in Part 121 line maintenance operations. In order to qualify as a Technical Support Mechanic, oral and written examinations must be conducted and passed. The duration of the test will not exceed 4 hours without a break and will not exceed 8 hours total, including a 30 minute break. The Union will be allowed to have a representative present. Incumbent Technical Support Mechanics (as of the date of accretion-November 11, 2003) shall not be required to submit to any oral or written examinations or qualification period. The Company and the Union will mutually agree upon the written and practical examinations. In addition the Company and the Union will determine passing requirements.

## 6. INSPECTOR DESIGNNEES

- a. The work of an Inspector Designee shall include the primary function of mechanic work and, when so designated, shall be

that of an Inspector including the overall inspection of aircraft (including powerplant) in connection with assignments performed by AirTran Mechanics. The work of an Inspector Designee will include checks performed by AirTran Mechanics, the inspection of materials, parts and sub-assemblies, but shall not necessarily include the inspection of materials, parts and sub-assemblies required of a Mechanic to accomplish his own work.

- b. Inspector Designees must be capable of performing the inspection work assigned and must hold A&P licenses as are required by Federal Law to fulfill their duties as Inspectors.
  - 1. The Inspection department will assign Inspection tasks to Inspector Designees in ATL and MCO.
  - 2. Inspector Designees will not be used to conduct receiving inspection in ATL or MCO.
- c. Inspector Designees may be utilized at any AirTran maintenance location.
- d. The Inspector Designee is a voluntary position available to mechanics only.
- e. The number of Inspector Designees in ATL and MCO will not exceed the number of Inspectors at each of those Maintenance Bases. Inspector Designees shall be utilized to

perform the work of an Inspector whenever the Inspection workload on a shift exceeds the amount that can be performed by the Inspectors on duty.

- f. Inspector Designees at ATL and MCO shall not be eligible for, and not be permitted, to work Inspector field service unless the entire Inspector field service list has been exhausted. If it is determined that an Inspector Designee from a non-maintenance base can arrive at an outstation in a shorter period of time than an Inspector, then the Inspector Designee will be sent to perform the inspection function.
  
- g. Inspector Designees at ATL and MCO shall not be eligible for, and will not be permitted, to work Inspector overtime unless the entire Inspector overtime list has been exhausted. This does not mean that an Inspector Designee may not work as an Inspector Designee at straight time without exhausting the Inspector overtime list. It is understood that in the absence of an Inspector from his normal shift, Inspector Designees may be utilized. However, if the absence is for reasons such as sickness, field service, or other short-term absences, Inspector Designees may be utilized unless the amount of Inspector work to be performed by Inspector Designees is forecasted to exceed six (6) hours, in which event the Inspector overtime list will be called. When an Inspector is to be absent from his shift for an extended period, e.g. a week's vacation or a long-term leave of absence, Inspector Designees may be utilized unless the amount of Inspector work to be performed by Inspector Designees is forecasted to exceed four (4) hours, in which case the Inspector overtime

list will be called. It is understood that an Inspector Designee assignment will not extend into the oncoming shift, creating an overtime situation. Further, it is understood that the allowance of four (4) or six (6) planned inspection hours exceedance (as describe above) is a total number of man hours allowed, independent of the number of Inspector Designees used on that shift.

- h. Inspector Designees must have a minimum five (5) years transport category aircraft experience and two (2) years or more experience on the aircraft they are inspecting. In cases of new fleet types, this type experience provision is excluded.
- i. Inspector Designees must have completed the FAM course on the aircraft type they are inspecting. In cases of new fleet types, this provision is excluded.
- j. In order to qualify as an Inspector Designee, oral and/or written examinations administered by a Selection Board must be conducted and passed. The Union will be allowed to have 2 representatives present along with 2 representatives from the Company.
- k. Inspector Designees may resign their position by providing to the Chief Inspector a letter of resignation giving a 30-day notice.

- l. The same initial classroom training afforded full-time Inspectors is required before the Inspector Designee may be authorized.
- m. Recurrent training is required every (12) twelve months in order for the required Inspection Authorization to remain in effect.
- n. The Maintenance Training Department must update the computer system to indicate all training completed.
- o. It is the responsibility of the Chief Inspector to ensure that the Inspector Designee has adequate knowledge on the type aircraft, system, item and task cards to perform the required inspection functions.
- p. Initial on-the-job training (OJT) for any task must be given by an Inspector or a qualified Designee to an unqualified Designee unless the unqualified Designee has had training provided by AirTran or other approved training by AirTran, on the aircraft type, system, item, or task card to be inspected.
- q. The Inspectors in Atlanta and Orlando are responsible for giving the final OJT to the Inspector Designee. If an Inspector Designee fails to pass an OJT task after a reasonable amount of OJTs, then the Manager of Inspection or Chief Inspector will accompany an Inspector on the next OJT of the

Designee. The Designee must demonstrate to the satisfaction of those present that he can perform the inspection task.

- r. It is understood that an Inspector Designee will suffer no repercussions from declining to perform an inspection in which he does not feel comfortable in performing or he feels he has had insufficient training to inspect. The Inspector Designee will receive training and/or OJT training until such time he can perform the inspection safely and comfortably.
- s. It is the responsibility of the Inspector Designee to follow up with the Maintenance Training Department to ensure all training and OJT are properly documented on the computer files.
- t. While performing the work of an Inspector Designee, it is understood that, for purposes of compliance with the Federal Aviation Regulations, the substantive inspector duties shall be performed under the direction of the Chief Inspector and the Inspector Designee shall be responsible only to the Chief Inspector.
- u. No Inspector Designee may perform a required inspection on an item he performed maintenance.
- v. The Inspector Designee will be held to the same standards and disciplinary actions as the full-time Inspectors.

- w. The Inspector Designee will send all yellow copies of non-routine forms to the attention of the Chief Inspector.
  
- x. In the event there is a concern that the Inspector Designee program is being misused or Inspector Designees are being asked or assigned to perform outside the mandate of the FARs, Company manuals or the provisions of the Agreement pertaining to Inspector Designees, the Vice President of Maintenance and Engineering shall within 48 hours of receiving a request from the Union, convene a meeting of interested parties to include Union representative, the Chief Inspector, involved maintenance management and such other persons that may be able to contribute relevant factual information. The purpose of the meeting shall be to insure that the Inspector Designee program remains regulatory compliant and in conformance with the provisions of this Agreement.

## ARTICLE 5 - HOURS OF SERVICE

### 1. Five Day Week

Normally there will be a five (5) workday week where an employee will work five (5) consecutive days out of seven.

- a. Eight (8) consecutive hours, exclusive of a meal period of not to exceed thirty (30) minutes shall constitute a standard workday.
- b. Forty (40) hours, worked within seven (7) consecutive days, will constitute a standard workweek. Flexibility of work assignments is necessary to meet the needs/availability of mechanic and inspection, etc., personnel.
- c. Notwithstanding a. above, in the locations of Atlanta and Orlando (MCO), the Company may post work assignments of up to 25% of the shift workforce with four (4) consecutive work days of ten (10) work hours per day, with an unpaid thirty (30) minute meal period, followed by three (3) consecutive days off.
- d. Notwithstanding a. above, at all line stations, except on the first and second shifts, the Company may post work assignments with four (4) consecutive work days of ten (10) work hours per day with an unpaid thirty (30) minute meal period, followed by three (3) consecutive days off.
- e. If percentages in c. and d. above need to be increased or decreased, it will be mutually agreed to with the Union first.

- f. In preparing work schedules (i.e., shifts and consecutive days off) for the annual bid (Article 5, Section 10) and the realignment bid (Article 5, Section 11), the Company shall maximize the number of bid lines of work with work days of the same shift (i.e., day, afternoon or graveyard). However, in the interest of achieving efficiency of operations, bid lines (but not more than 15% of the bid lines at maintenance bases and 20% of the bid lines at line stations rounded off to the next higher whole number) may be constructed with workdays from two shifts (i.e., day and afternoon, day and graveyard or afternoon and graveyard).
2. The workweek shall commence at 12:01 a.m. Monday of each week and end at 12:00 midnight Sunday of each week.
3. All employees will be granted a rest period during the first half of their shift and a rest period during the second half of their shift, without loss of time, for the purpose of relaxation. The rest periods for an eight (8) hour shift shall be of fifteen (15) minute duration.
4. The regular starting and stopping time for work shifts will be scheduled and posted and shall not be changed without one (1) week's notice. When the Company temporarily changes an employee from his regularly assigned shift to a shift being established on a temporary basis, forty-eight (48) hours' notice will be given, except for extenuating circumstances.
  - a. The starting times for regular shifts at maintenance facilities existing at the date of this Agreement will be as follows:

1. The day shift will start no earlier than 5:30 a.m. and no later than 8:30 a.m.
2. The afternoon shift shall start no earlier than 1:00 p.m. and no later than 4:00 p.m.
3. The graveyard shift will start no earlier than 8:00 p.m. and no later than 12:00 midnight.

5. No employee will be called to work or required to report to work for a regular work shift of less than eight (8) hours' work, except for overtime work on a day off, which shall be a work shift of not less than four (4) hours. Any employee called to work when there is temporarily no work due to an Act of God or circumstances over which the Company has no control, shall receive a minimum of four (4) hours pay at the regular hourly rate.

6. All employees will have an uninterrupted thirty (30) minute meal period regularly scheduled between the ending of the third hour and the beginning of the sixth hour after reporting to work to an eight (8) hour shift and between the ending of the fourth hour and the beginning of the seventh hour after reporting to work for a ten (10) hour shift. Employees who, because of the requirements of the service are required to start their lunch period more than thirty (30) minutes in advance of or thirty (30) minutes after the starting time of their regularly scheduled lunch period, shall be allowed a reasonable time to eat as close to their regular lunch period as possible.

7. When an employee has his hours of work temporarily changed and is thereafter returned to his regular assignment, and his hours of work on his regular assignment are such that he will not have nine (9) hours rest period, and

in the event that such rest period extends into the employee's regular work shift, the Manager shall direct him when to next report for work which will give him a nine (9) hour rest period. In the event that such rest period extends into the employee's regular work shift he shall be paid at straight time rates for that time lost from his regular work shift which would provide him with the rest period of nine (9) hours.

8. The working hours for any shift will not be changed indiscriminately, subject to the provisions of Article 5, Section 10.

- a. The hours of service and days off of vacant shifts or new shifts shall be bid locally by a station bulletin for a period of five (5) calendar days or until all bids are in, whichever is less, in the job classification involved, prior to the vacancy being filled in accordance with the provisions of Article 10.
- b. Employees who desire to bid on such vacant or new shift and any other work shift that might become available as a result of the awarding of such vacant (new) shift, shall indicate on their original bid, in order of preference, the other shifts to which they desire assignment if they become available. Therefore, when the Company awards the successful bidders on the original vacancy, it will simultaneously award successful bidders on any secondary vacancies that result from such award on the original (new) shift.

9. Employees whose permanent shifts are changed by greater than three (3) hours due to work schedule changes will be permitted to exercise their seniority for shift selection within their classification, subject to provisions of Section 4 (a) of this Article 5.

10. Effective each January 15, employees covered by this Agreement will assume newly bid shifts and days off within their classification according to their classification seniority.

- a. At least three (3) weeks prior to the annual re-bid, the Company will prepare a list of all shifts and days off available in each category which will be posted on the bulletin board for a period of fourteen (14) days.
- b. Within the fourteen (14) days following posting, each employee will submit on a form, provided by the Company, his preference of shifts and/or days off. Employees failing to submit their preference of shifts and/or days off will be assigned to the shift and/or days off available.
- c. No overtime will be paid as a result of an employee changing his days off or shift by re-bidding. However, if the Company arbitrarily changes an employee's shift and/or days off, the applicable overtime rules will apply, except when the employee fails to submit his preference bid of shift and/or days off.
- d. Employees who are going to be off for any reason during the bid period are responsible for submitting a proxy bid for shifts and days off.
- e. On or about the fourteenth (14<sup>th</sup>) day following the award of positions for all classifications in the annual bid (or following any

realignment bid), a list of available Inspector Designee positions will be posted by service point/station for a period of fourteen (14) days. Employees desiring to be an Inspector Designee will submit a form indicating their interest. Selection of Inspector Designees will occur using the Selection Board process outlined in Article 4.1.A.6.j. of this Agreement. Employees who have already satisfied the Selection Board process as Inspector Designees are not required to do so again. When the annual bid is posted or a realignment bid is posted, the posting shall include the number of Inspector Designees by shift.

11. The Company may bid no less than one (1) and no greater than three (3) realignment bids annually. When bidding into a bid area, a lock-in of 120 days will be required unless the realignment bid comes up prior to the expiration of the 120 days.

12. Maintenance control is considered a separate bid area. The Company may elect to have four 10 1/2 hour shifts (10 hours of actual work) as if Maintenance Control was a line station with the provisions of Article 5 1 e available to increase or decrease the percentage of 10 1/2 hour shifts in Maintenance Control.

13. Line Maintenance Supervisor/Lead Mechanic is considered a separate bid area. Line Maintenance Supervisors/Lead Mechanics may be scheduled for a 9 hour work day, which is inclusive of a 30 minute lunch period with pay at straight time rates for 8 hours (and overtime rates for 30 minutes after 8 hours). In the alternative, the Company may schedule Line Maintenance Supervisors/Lead Mechanics for an 8 Hour workday, exclusive of a 30 minute lunch period with pay at straight time rates for 8 hours (overtime rates after 8 hours).

14. Supervisors/Lead Mechanics shall have their shifts and days off awarded by classification seniority in accordance with Article 9, paragraph 13.

15. Technical Support is considered a separate bid area.

## ARTICLE 6 - OVERTIME AND HOLIDAYS

1. Base station overtime opportunities shall be distributed as equally as possible among available qualified employees who are shown on the overtime list. Overtime at the rate of time and one-half (1 1/2) of the base hourly rate, computed and adjusted to the nearest six-minute unit of work (tenths) shall be paid for all work in excess of 8 hours/10 hours, depending on the length of the regular shift. Shift differentials shall not be compounded in the calculation of overtime rates.

- a. Overtime lists will be maintained according to past practice unless and until changed by mutual agreement between the Company and the Union. The aforementioned list will be posted daily in Atlanta (except for weekends and holidays), and weekly in all other maintenance stations.
- b. In Atlanta, unless and until changed by mutual agreement between the Company and the Union, overtime rosters will be by bid area, and all jobs will be available by seniority.

2. Each shift, at each bid location, will maintain four (4) sets of overtime rosters: Before or after, 1st and 2nd Day off, and Field Service. Field Service overtime shall be governed by Article 8 (Field Service) of this Agreement.

3. Each employee will have his name placed on each overtime roster in seniority order. Separate rosters will be maintained for each shift and bid area.

- a. Classification seniority
- b. Classification and company seniority

- c. Last name, 1st letter
- d. Last name, 2nd letter
- e. Etc.

4. The overtime roster will be divided into multiple columns, one Name column and numerous Status columns. When an employee is asked to work overtime either a W=Worked, D=Declined, V=Vacation, U=Unavailable will be placed in the status column next to their name.

5. Employees who are absent on a scheduled shift shall not be available for overtime until they have reported for a regular shift. Employees without an accurate, current phone listing as part of their Company personnel file, will automatically be charged as Unavailable when they would have been called. There will not be any adjustments made on a V (vacation) or U (unavailable) for overtime. Each employee must have an entry by their name before moving to the next name or going to the next column.

6. Overtime opportunities offered shall start at the top of the seniority roster and continue to the bottom. After all members not on vacation or unavailable have been given an opportunity to work, overtime opportunities offered shall start at the top again. If the Company is in need of overtime (after exhausting the procedures outlined in OVERTIME, Sections 14, and has no volunteers, the overtime roster will be run in reverse seniority order for the number of required personnel. This will be considered "mandatory overtime" and is required to be worked without exception. At this time, the column should have been closed out and reverse order will start in the next column and continued until that column is closed.

7. Overtime opportunities in ATL and MCO shall be offered as follows:
- a. Each shift will maintain two (2) sets of field service and overtime rosters, one specific to each shift and one combined roster. Such lists shall show all employees on the overtime opportunity lists except those who do not want to be called for field service or overtime (obtain statement in writing) and probationary employees. The field service and overtime rosters will maintain the same format as agreed to in the current collective bargaining agreement.
  - b. Field service and overtime opportunities offered shall start at the top of the shift seniority roster and continue until the bottom or until a qualified employee accepts the assignment. Once the field service or overtime opportunity is accepted, the employee accepting the opportunity and all employees who declined the opportunity will be charged the amount of overtime hours the field service or overtime job entailed. Employees who were on vacation, days off, unqualified to perform the job, or otherwise unavailable for the opportunity, will not be charged the overtime hours. At the conclusion of each shift, or in the case of field service when the job is completed and the hours known, the field service or overtime roster will be turned into the Labor Relations or Administration office where the charged hours will be entered into the computer program and re-sorted in ascending order by hours charged. The re-sorted list(s) will then be used the following day with field service or overtime opportunities starting from the top of the list. At the conclusion of the year, all hours charged will be deleted with the list(s) reverting to strict seniority format. The list(s) will then be run throughout the year using the same procedures.

- c. During periods of time when the Labor Relations or Administration office is closed and unable to re-sort the list(s), it will be the responsibility of the Shift Manager calling the overtime or field service opportunity to manually total the charged overtime hours for each affected employee and call the opportunity in ascending order by hours charged. The list(s) will be re-sorted by the Labor Relations or Administration office at the first opportunity.
  
- d. If multiple field service opportunities arise during a single shift, and overtime hours for the original field service trip have not been identified, the list will be called in the same order as called for the original field service trip starting with the person immediately following the person who accepted the last called field service trip; except if the last called trip required a specialist (sheet metal, borescope, engine change, etc.). In that case, the list would be called starting with the person with the least amount of hours. If the list cannot be re-sorted by the beginning of the following day's shift, the list will be called starting with the person who has the least amount of hours regardless of where the previous day's list ended.
  
- e. In cases where field service is known four (4) hours or more in advance, the combined list will be used. Hours will be charged in the same manner as with the shift seniority list but will be kept separately. Hours charged from the combined list will not be added to hours from the shift seniority list(s) or vice-versa.
  
- f. An employee who completes his probationary period will be charged with the average overtime and/or field service hours of the crew at the time of completion of probation. An employee who

changes shifts during the calendar year will be charged with the average overtime and/or field service hours of the shift he is joining. All hours accumulated from the previous shift will be zeroed out.

- g. If an employee is injured while performing field service or overtime, he, as well as any other employee(s) who refused the opportunity, will only be charged for the amount of overtime hours through the time of the injury if removal of the injured employee from service is required.
  - h. An employee desiring to transfer to the status of "no overtime wanted" or "no field service wanted" will remain in that status until the next annual bid is effective unless he desires to return to the active list (written request required). Upon his return to the list, he will be charged with the greater of: (1) the overtime hours of the highest member of the crew on the date of his return; or (2) the overtime hours charged to him on the date he was removed from the list.
  - i. In the event an employee refuses 5 consecutive field service opportunities, his name will be removed from all field service lists for the balance of that calendar year.
  - j. In the event an employee refuses 5 consecutive overtime opportunities, his name will be removed from all overtime lists for the balance of that calendar year.
8. To complete work or turnover of a previous assignment to the next employee, an employee may work a short hour.

9. An employee can continue working for a maximum of two (2) hours overtime before it has to be entered onto the overtime book and recorded.

10. The following holidays will be observed: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- a. All recognized holidays shall be that day generally recognized as the holiday.
- b. All employees shall be paid for the holiday in the amount equal to their base compensation rate which includes license premiums, shift differential, and classification overrides if applicable.
- c. For holiday staffing purposes, all employees regularly scheduled for duty shall report for work on their regularly scheduled shift, unless otherwise notified. An employee working on the holiday shall be paid time and one-half (1 and 1/2) according to his regular compensation rate, including premiums, differentials, and classification overrides if applicable, in addition to his Holiday pay. Should the employee request, and the Company concurs, an employee may receive straight time (Holiday pay) for hours worked on a holiday and bank one paid day off (to be paid at straight time) for each holiday worked at straight time. The banked paid day off shall be taken by the employee at a mutually agreed upon time but no later than the 12 months following the date it was banked.
- d. Employees working on a holiday will be paid time and one-half (1-1/2) pay in addition to the regular hourly rate (i.e. two and one-half

(2-1/2) times the regular hourly rate for all hours worked on the holiday). If a holiday falls during an employee's vacation, he shall have his vacation extended by one (1) day. The employee will, in agreement with the Company, take such holiday on the last workday preceding or the first workday following such vacation.

- e. For pay period purposes, should any of the foregoing holidays fall on the employee's first day off, the preceding day shall be observed as a holiday and should any of the foregoing holidays fall on the employees second day off, the following day shall be observed as the holiday.
- f. If the employee is, absent from work without an excuse on the scheduled workday immediately preceding or the scheduled workday immediately subsequent to the holiday, he shall forfeit all right to Holiday Pay for such holiday. An employee scheduled and required to work on a holiday, who does not report to work, shall not receive any Holiday pay, or pay for that day.

11. The Company will make every reasonable effort to avoid requiring employees to work on a holiday to the extent that such holiday does not interfere with the service which the Company believes is required.

- a. Notice of time off for holiday observance will be posted where possible seven (7) days prior to the scheduled holiday.
- b. In the bid location where reduced manpower is acceptable to the Company operations, volunteers to work will be solicited from that bid location.

- c. If an insufficient number of volunteers are obtained, the Company will require workers to work by reverse order of seniority.

12. Due to the unique circumstances in Maintenance Control, overtime in Maintenance Control will be distributed as "equitably as possible". All reasonable efforts will be made to distribute overtime as equally as possible over a 3 month period, after which overtime worked amounts will be zeroed out.

13. Due to the unique circumstances surrounding the work of Line Maintenance Supervisor/Lead Mechanic, overtime for Line Maintenance Supervisor/Lead Mechanic shall be distributed by classification seniority to those available to work the overtime except where the overtime is required to complete an assignment in progress in accordance with Article 9, paragraph 13.

14. Overtime and field service for Technical Support Mechanics shall be offered in seniority order and by qualifications for the work to be performed. When the work involves an aircraft with the same previous history, the Technical Support Mechanic who was most recently assigned to that problem will be solicited first. The acceptance of overtime and field service assignments by Technical Support Mechanics is a responsibility of the position.

## ARTICLE 7 - TRAINING

1. Time spent by any employee covered by this Agreement attending training classes scheduled by the Company before, during or after his regular shift shall be deemed as time spent at his regular work for all purposes and shall be compensated for at regular straight time rates or at the applicable overtime rate if more than either (8) hours per day or forty (40) hours per week.
2. The Company will make every reasonable effort to schedule employees to attend the training classes during regular work hours or workdays. When this is not possible, an employee on night shift may take the shift off either immediately before or immediately after the training event. The elected shift will be paid at the straight time rate of pay.
3. When an employee covered by this Agreement receives a special assignment to attend training classes pertaining to his work or to fulfill other special assignments, he shall receive compensation for all time spent in traveling or waiting at the regular straight time rate.
4. Except as otherwise provided, training will be offered to employees by classification at a station, bid area and/or work location and/or shift in seniority order.
  - a. Mechanics and Inspectors will be selected in shift seniority order for all training except such training which the Company considers "specialty" training. If it is decided that the shift seniority process is detrimental to operations during a training class offered, the Company and the Union would meet and confirm to resolve the issue.

- b. Specialty training is defined as in-depth training in Avionics, Engines, Sheet Metal, etc. For the purpose of specialized training, Mechanics and Inspectors will be selected from those employees who volunteer or accept the offer of specialized training. If there are more volunteers than space available for a class, then the selection will be determined by a selection committee.
  
- c. The selection committee will consist of both union members and management personnel. The committee will comprise of three (3) members and will alternate from two (2) union members and one (1) managerial member to two (2) managerial members and one (1) union member. Whenever possible, the Union will select its committee members who are not considered to be candidates in the categories they will be selecting.
  
- d. The specialized training categories to date and their union/management members are listed below:
 

1) Avionics	2 Union	1 Management
2) Sheet Metal	2 Management	1 Union
3) Engine	2 Union	1 Management
  
- e. Qualifications will be listed on each volunteer enrollment form and posted at each outstation. The Company will provide the committee with those qualifications.

- f. The provisions of paragraphs (a) through (e) above shall not apply to the initial training provided to new employees so long as such initial training is provided within twelve (12) months of their date of hire.
  
- g. Employees will be selected in seniority order as provided above. However, should the needs of the service dictate, employees may be bypassed after proper notification to the Union outlining the special circumstances that require the deviation from seniority.
  
- h. The Company will assign specialized training for Line Maintenance Supervisors/Lead Mechanics.

## ARTICLE 8 - FIELD SERVICE

1. When an employee hereunder is required by the Company to perform emergency field services work away from his base station on his regularly scheduled workdays, he shall be paid at least eight (8) hours at his base hourly pay (including shift differential) for each work day away from his base station, whether traveling, on-call or working.

- a. If such field service is interrupted for any reason and the employee is released by an agent of the Company for a period of eight (8) consecutive hours or more, he shall not be paid for the time released, but in no event shall the employee receive less than eight (8) hours at straight time for any twenty-four (24) hour period while away from his base or station.

2. When an employee hereunder is required to perform work away from his base station on his scheduled day off, he shall be paid actual hours or a minimum of four (4) hours, whichever is greater, at overtime rates, whether traveling, on-call or working.

3. During such assignment, where the Company does not provide transportation, meals and lodging, the employee shall, while away from base, be reimbursed actual, reasonable expenses (supported by receipts) for meals, lodging and transportation.

- a. For assignments of greater than five (5) days away from base station, the Company will also reimburse employees for reasonable laundry expenses and, upon application, an employee will be given an advance by the Company to cover his expenses while away from his base station.

- b. Within five (5) days after returning to his home station or at the close of each week in the event the employee is away for a period longer than one (1) week, the employee shall submit an expense report in accordance with the Company regulations, and if the employee has returned to his base or station, it shall be accompanied by the balance of any expense money advanced but not accounted for on the expense report.

4. The distribution of field service shall be to qualified employees and governed by overtime procedures contained in this Agreement. In the event a rotatable part from AirTran stock is sent on a field service, an AirTran Mechanic will be sent with the part provided installation of the part is considered to be a critical or complex maintenance task. It is, however, permissible to have the part removed by other means to expedite the return to service of the aircraft.

5. When emergency fieldwork cannot be performed by one (1) employee, due to heavy lifting requirements, safety, or other factors, which require more than one (1) individual to accomplish the emergency work, then the Company shall dispatch the employees necessary to accomplish the field service. It is further understood that no employee shall be dispatched for field services to a station where no other person is available to render assistance in the event of an emergency.

6. Field service records will be established in seniority order at each bid location as part of overtime records. Selection will be made from the shift on duty with cut off time starting time of the oncoming shift. The Manager on Duty, or his designee, responsible for selecting the field service personnel will select the bid location from which the personnel are to be sent and will contact the next

available qualified personnel on shift for the trip. If the assignment is refused, the next qualified employee in line will be contacted, etc. until the required personnel are obtained. All expenses incurred by the employee of \$20 or more while on a field trip on behalf of the Company, shall be reimbursed by the Company as soon as possible but no later than five (5) working days of the general office following the Company receipt of the expense form. Receipts must support these expenses.

7. In absence of qualified volunteers for field service assignments, Line Maintenance Supervisor/Lead Mechanics will perform the assignment.

## ARTICLE 9 - SENIORITY

1. Company seniority shall be defined as an employee's continuous length of service with the Company and shall govern vacation preference where applicable and length of vacation, if any.

2. Except as otherwise provided, for all other purposes, seniority shall be defined as the length of service for which an employee receives credit in the classification listed below and shall accrue from the date of entering such classification:

Mechanical Classification — Shall include employees in the classifications of Inspector and Mechanic (the Mechanic classification includes Aircraft A&P Mechanic, Avionics A&P Mechanic, and Sheet Metal A&P Mechanic).

3. Except as provided in Article 10, classification seniority and reasonable qualifications shall govern bidding for vacancies or new jobs, force reduction, restoration of force, transfers and realignment of shifts. Successful bidders shall retain and continue to accrue seniority in the classification from which advanced, if applicable.

4. In a reduction of force, employees having the least seniority in the classification or facility directly affected by reduction will be given at least two (2) weeks' notice of any reduction in force except when such notice is prevented by an Act of God, a strike by another group of employees within the Company, or other circumstances over which the Company has no control. An employee affected by a reduction of force may exercise his seniority as provided in the following paragraph to displace another employee in the same classification provided his seniority is sufficient and provided he is qualified to perform the job.

The employee directly affected by reduction of force may exercise the following options, in the following order, provided his seniority in the pertinent classification is greater than that of the displaced employee:

- a. To displace any employee with less seniority in his own facility in his own classification that he is qualified to displace.
- b. To displace any employee with less seniority in any other facility in his own classification that he is qualified to displace.
- c. To displace any employee with less seniority in his own facility in any other classification that he is qualified to displace.
- d. To displace any employee with less seniority in any other facility in any other classification for which he is qualified to displace.
- e. An employee may request and be granted a furlough instead of exercising any of the above options.

Options (a, b, c, or d) available to an employee directly affected by a reduction in force may only be exercised at the time of the reduction in force. Further, if the employee elects option e and requests and is granted a furlough, he/she will only be recalled to the service point/station from which furloughed, except that if a vacancy subsequently exists at another location, that employee may bid on that vacancy in accordance with Article 10. An employee entitled to exercise option (b) under this paragraph may instead choose to exercise option (c). If an employee is able to displace an employee within this classification in his facility but instead elects to displace an employee in another facility, the employee's move will be treated as a voluntary transfer.

5. In the restoration of force, employees will be re-employed in the order of seniority within their classification.

6. Employees shall not continue to accrue seniority while on furlough.

7. Except as otherwise provided in the Agreement, new employees hired after the effective date of this Agreement shall be regarded as temporary employees for the first ninety (90) calendar days of their employment and there shall be no responsibility on the part of the Company for the reemployment of temporary employees if they are discharged or laid off during this period. If retained in the service after the probationary period, the names of such employees shall then be placed on the seniority list for their classification in order of the date of their original hiring. On the last day of each month the Company will furnish the Teamsters — Airline Division with a list of new hires, including date of hire, classification and assignment and a list of employees terminated (other than probationary employees), giving date of termination, classification, assignment and reason for termination. Under mutual agreement, on an individual basis, the 90 calendar day probationary period can be extended. Such extension shall be in writing to the Union.

8. Seniority lists by classifications showing the names, classification, system seniority date in the classification, date of hire, state and department name shall be prepared by the Company with respect to those groups of employees covered by this Agreement. Seniority lists shall be furnished the Teamsters — Airline Division and shall be posted in each training facility during January of each year and shall be revised each six (6) months. Such lists will be subject to correction upon protest for a period of thirty (30) days. If no complaint is made within thirty (30) days after being posted, the list as published shall be assumed to be correct and no changes will be made except under extraordinary circumstances. In preparing the seniority lists, when it is impossible to determine

the proper order by date of entering the classification or by length of service with the Company, then the names shall be listed in alphabetical order by surnames.

9. Employees will lose their seniority status and their names will be removed from the seniority lists under the following conditions:

- a. He quits or resigns.
- b. He is discharged for just cause.
- c. He does not inform the Company in writing or by telegram of his intention to return to service within nine (9) days of sending of notice offering to re-employ him.
- d. He does not return to the service on or before a date specified in the notice from the Company after a layoff which date should not be prior to nine (9) days after sending such notice; provided such notice was sent by express mail (return receipt requested) to the employee at the last address filed by him with the Company.
- e. An employee who is furloughed and who is not recalled to service with the Company within two (2) years from date of furlough.
- f. An absence of two (2) days without notification to the manager on duty will indicate job abandonment and will be deemed voluntary resignation.

10. When it becomes necessary to reduce the working force, a list of those to be laid off will be furnished to the Teamsters Local 528 — Airline Division.