

AGREEMENT

BY AND BETWEEN AIRTRAN AIRWAYS INC AND
THE GSE EMPLOYEES IN THE SERVICE OF AIRTRAN
AS REPRESENTED BY
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Local 528

Effective on September 1, 2006, Amendable on August 31, 2011

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 AirIran Airways, Inc., hereinafter known as the “Company” and the GSE Employees in the service of AirIran Airways, as represented by the international Brotherhood of Teamsters, Airline Division, hereinafter known as the “Union”

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ARTICLE I

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, 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.

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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 composing the craft or class of GSE (Ground Support Equipment) employees as certified by the National Mediation Board in Case No. R-6559.
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 GSE Mechanic, GSE Helper and GSE Supply Specialist 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.

- a. At locations where GSE Mechanics are not stationed, nothing in this Agreement shall prohibit the Company from utilizing other employees from performing minor routine maintenance on the Company's GSE equipment.
4. 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 contacted out or work which has not been performed by covered employees on a regular basis,
5. If the Union believes that the Company is abusing the subcontracting exceptions set forth in this 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.
6. Employees covered by this Agreement shall be governed by Company rules, regulations and orders including the Crew Member Handbook 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.
7. 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.

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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 GSE Employees 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 GSE Employees 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 it's best and all commercially reasonable best efforts to require the air carrier purchaser to offer employments to that number of GSE Employees on the AirTran Seniority List whose identify 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 GSE employees associated with those assets, the Union will use its best efforts to fairly negotiate with the Company the integration of the GSE Employee groups and if any differences arise between the union and the Company, the GSE Employees 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 GSE Employees 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 System Board of Adjustment, with an arbitrator sitting as the neutral member of the Board, under Article 21 of this Agreement.
- 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 Association 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.

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ARTICLE 4

CLASSIFICATIONS

The recognized classifications of work will be as herein defined:

1. GSE Mechanic - The work of a GSE Mechanic shall include all work generally recognized as mechanic's work on the Company's Ground Support Equipment to include both routine and non routine maintenance on ground equipment utilized to support aircraft operations and aircraft maintenance functions. GSE mechanics must hold valid driver's licenses as required for their assignment and, effective for employees entering the GSE Mechanic classification on or after October 1, 2001, GSE mechanics must satisfactorily demonstrate their maintenance proficiency on GSE equipment prior to being permanently accepted in the GSE Mechanic classification. It is understood that the functions of wing walking, tug driver, disconnecting the aircraft tow bar and headsets may be performed by any trained AirTran employee. Seniority as a GSE Mechanic shall begin to accrue from the date of entering the classification of GSE Mechanic
2. GSE Shop Helper — The work of a GSE Shop Helper shall include assisting GSE Mechanics and in the performance of their duties, as assigned. GSE Shop Helper shall also perform such minor mechanical duties and other GSE shop duties for which he is qualified. Upon the satisfactory demonstration of proficiency, a GSE Shop Helper shall be eligible to fill a vacancy as a GSE Mechanic.
3. GSE Supply Specialist — The work of a GSE Supply Specialist shall include the performance of work associated with the supply of parts and materials used by the GSE function. A GSE Supply Specialist shall also perform additional administrative tasks, as assigned.
4. It is understood that the number of employees assigned to each classification at Company locations shall be determined by the Company.
5. In the absence of a designated manager or supervisor on a shift, whenever there are three or more GSE Mechanics on a shift, the senior qualified GSE Mechanic shall be designated as the Working Coordinator for that shift. As a Working Coordinator, that person shall coordinate the work activities of the GSE employees on that shift to insure

that Company rules, including this Contract, are adhered to and that priorities are followed the performance of GSE activities on that shift. Working Coordinators will receive a shift premium for that shift set forth in Article 15 Section 6. Seniority does not accrue as a designated Working Coordinator as a designated Working Coordinator is not a full time position.

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ARTICLE 5

HOURS OF SERVICE

1. Five Day Week
 - 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, consisting of five (5) consecutive eight-hour days, worked within seven (7) consecutive days, will constitute a standard workweek.
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 a 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 although the Company shall endeavor to provide two (2) weeks 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 GSE 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 6:00 p.m.
 - (3) The graveyard shift will start no earlier than 8:00 p.m. and no later than 12:00 Midnight.

- b. In recognizing that the Company may in the future operate AirTran GSE facilities outside the existing stations, it is the intent of the Company and the Union to agree to negotiate starting times, bidding rights and local work rules in accordance with scheduled operations, at each facility at the time of opening.
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 for an eight (8) 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 hereafter is returned to his regular assignment and his hours of work on his regular assignment is such that he will not have eight (8) hours rest after his last preceding work, his supervisor shall direct him when to next report for work which will give him an eight (8) hour rest period and 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 eight (8) hours, If the employee is not provided with the rest period as described above, he shall receive his applicable overtime rate of pay for the hours lost in the rest period, to equal eight (8) hours rest.
8. The working hours at each GSE facility shall be established by the Company and shall be posted on a bulletin board at all times. 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 worked 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 number 4(a) of this Article.

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 classification 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, any arbitrary assignment made by the Company in his shifts and/or days off, the applicable overtime rule will apply, except when an employee failed to submit their preference bid of shifts 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. [INDEX](#)

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. Shift differentials shall not be compounded in the calculation of overtime rates.
2. Each employee will have his name placed on each overtime roster in seniority order:
 - a. classification seniority
 - b. classification & company seniority
 - c. last name, 1st letter
 - d. last name, 2nd letter
 - e. etc.

3. 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.
4. Employees who are absent a scheduled shift shall not be available for overtime until they have reported for 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.
5. 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 1-6), and has no volunteers, the overtime roster will be run in reverse seniority order for the number of required personnel. This will be considered “necessary 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.
6. To complete work or turnover of a previous assignment to the next employee, an employee may work a short hour at management’s discretion and approval.
7. An employee can continue working for a maximum of 2 hours overtime before it has to be entered onto the overtime book and recorded.
8. 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 an amount equal to their regular compensation rate, including premiums and differentials, if applicable.
 - c. An employee will not work on a Holiday unless required to do so by the Company. If the Company requires an employee to work on a holiday, he shall be paid time and one-half (1 and 1/2) according to his regular compensation rate, including premiums and differentials, if applicable, in addition to his Holiday pay. Effective October 1st 2001, should the employee request, and the Company concur, 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. For all overtime hours worked on a holiday in excess of the employee's regular straight time shift, the employee shall be paid time and one half (1 1/2) according to his regular compensation rate, including premiums and differentials if applicable. 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 work day following such vacation.
 - e. 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 excuse on the scheduled workday immediately preceding or the scheduled workday immediately subsequent to the holiday he shall forfeit all rights to the Holiday Bonus for such holiday. An employee scheduled and required to work on a holiday, who does not report for work, shall not receive any Holiday pay, or pay for that day.
9. 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.
 - d. If there is an excess of volunteers, low hours of overtime will be used to determine which volunteers will work. [INDEX](#)

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 eight (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.

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. Company will provide each employee with required specialized training within a reasonable time of receipt of new equipment. Trainees will be selected in seniority order.

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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 workday 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 any employee receive less than eight (8) hours at straight time rate 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 transportation, meals and lodging are not provided by the Company, the employee shall, while away from base, be reimbursed actual reasonable expenses for meals, lodging and transportation. 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. 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 account 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 account.
4. The distribution of field service shall be to qualified employees and governed by the overtime procedures contained in this Agreement.

5. When emergency fieldwork cannot be performed by only one employee, due to heavy lifting requirements, safety or other factors which require more than one 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, next qualified employee in line will be contacted, etc. until the required personnel are obtained.
7. All expenses incurred by the employee of \$20 or more, substantiated by receipts, while on a field trip on behalf of the Company, shall be reimbursed by the Company as soon as possible but not later than seven (7) working days of the general office following the Company receipt of the expense form. [INDEX](#)

ARTICLE 9

SENIORITY

1. Company seniority shall be defined as an employees continuous length of service with the Company and shall govern vacation preference where applicable and length of vacation, if any. Classification seniority shall be defined as an employee's continuous length of service in that classification in accordance with the provisions contained in Article 4. Whenever the term "Seniority" is used in this Agreement, it refers to Company Seniority unless a specific reference is made to 'Classification Seniority'.
2. Except where otherwise specifically agreed to in writing to the contrary, for all other purposes, classification seniority shall be defined as the length of service for which an employee receives credit in a classification listed below and shall accrue from the date of entering such classification:
 - a. GSE Mechanic
 - b. GSE Shop Helper
 - c. GSE Supply Specialist
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.

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

An employee entitled to exercise option b. above may instead choose to exercise option a. If an employee is able to displace an employee within his classification in his facility but instead elects to displace an employee in another facility, the employees' move will be treated as a voluntary transfer.
6. In the restoration of force, employees will be re-employed in the order of seniority within their classification.
7. Employees shall not continue to accrue seniority while on furlough.
8. 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) working 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. For employees hired after June 1, 2001, the "ninety (90) working days"

specified in the first sentence of the Section 8 of Article 9 shall be “ninety (90) calendar days”.

9. Seniority lists by classification showing the names, classifications, system seniority date in the classification, date of hire, station 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 shop, hangar or 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.
10. 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 reemploy 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 registered mail (return receipt requested) or telegram 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.
11. 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.
12. Employees promoted to permanent supervisory positions shall stop accruing seniority in the classifications from which they have advanced. Thereafter, they shall retain accrued seniority, If an employee thereafter voluntarily returns to the classification from which he advanced, no other employee covered by this Agreement shall be furloughed. A supervisor furloughed from his supervisory position may not use his classification seniority to displace any other employee at the time of furlough. The furloughed supervisor's name will be placed on the recall list for any classification in which he holds seniority. If an employee is terminated while in a supervisory position, such supervisor shall have no rights under this Agreement.

13. Any employee accepting temporary transfer or promotion to a supervisor or non-bargaining unit job for a period of not to exceed a total of ninety (90) calendar days in any twelve (12) month period, shall maintain and accrue seniority. Such assignment need not be bulletined as required in Article 10 but the Union will be notified in writing of such assignment and duration. [INDEX](#)

ARTICLE 10

FILLING OF VACANCIES

1. Permanent vacancies are new positions or vacancies created as a result of an employee transferring or permanently leaving the bargaining unit.
2. If a permanent vacancy in a classification occurs and the Company does not abolish the position within fourteen (14) days, the vacancy will be bulletined in all GSE locations within fourteen (14) days after the permanent vacancy occurs. Such bulletins shall state the classification of the job, minimum qualifications necessary and closing date for application.
3. All other vacancies other than those described in Paragraph 1 above will be considered as temporary vacancies, including but not limited to, vacancies occurring as a result of an employee (a) accepting a volunteer position; or, (b) taking a leave of absence; being out sick or injured on the job.
4. Temporary vacancies filled at the discretion of the Company in the GSE classification will be filled under Article 5, Paragraph 8. When the employee whose absence created the temporary vacancy returns to work, all affected employees will return to their former position, shift and days off.
5. An employee awarded a permanent vacancy in a bid location will assume the vacant shift in that bid location upon arrival at such new bid location. Where two (2) or more employees enter a new bid location at the same time, classification seniority shall prevail as to which of the vacant shifts such new employees are entitled, provided that if neither employee has seniority in the classification involved, seniority with the Company shall prevail.
6. An employee bidding for more than one (1) vacancy shall indicate the order of preference on each bid, and if he is the senior bidder for more than one (1) vacancy, he shall have the opportunity to qualify only for the job ranked highest in his preference.
7. Except as noted below, in filling bulletined jobs, assignment will be made to the senior qualified employee who bids for the job. Notification to the successful bidder shall be made within seven (7) days after the closing date. If the job is not filled through the bid procedures the Company reserves the right to hire a new employee for the position. In any event, bulletined vacancies not filled within forty five (45) days from the posted date

will be canceled.

8. An employee may bid on any bulletined vacancy, created as a result of a new or vacant position.
9. A successful bidder of a bulletined job covered by this Agreement shall hold the job to which he is assigned for a fair and reasonable period of time not to exceed sixty (60) working days on a trial basis in order to demonstrate his ability to perform the work required for the job. If the employee fails to demonstrate the ability to perform the work required for the job, he shall return to his previous assignment within thirty (30) days. If it is found that the job is not as represented in the bulletin, he may return to his previous assignment. He shall not, in case of failure to demonstrate ability, for a period of one year after said failure, be permitted to bid a vacancy in the same or higher classification in the same type of work he was unable to demonstrate ability.
 - a. Within thirty (30) days if an employee has been awarded a bid job he shall be placed on said job. If the bid job involves a promotion the rate of pay and seniority will start immediately upon award, if the job involves an existing vacancy. If the job involves an anticipated vacancy the posting will state an award date. In such case, the award and pay shall start on the stated award date.
10. Moving Expenses
 - a. Employees required to transfer to other locations to avoid furlough will be reimbursed for moving expenses, provided the new work location is greater than 100 miles from the old work location and the GSE Employee is moving closer to the new work location.
 - b. Successful bidders on a vacancy bid will remain responsible for their own moving expenses.
 - c. Travel time in connection with relocation will be allowed at the rate of one 8-hour straight-time day for each 400 miles (or fraction thereof), plus one additional day on each end of the move.
 - d. Other reimbursable moving expenses include normal and customary third-party moving charges such as:
 1. Packing, loading, and shipment of up to 10,000 pounds of household goods. Transfer of one automobile in addition to this poundage limitation.
 2. One pick up at origin and delivery to one point at destination.
 3. Normal appliance service at origin and destination, including refrigerator, stove, icemaker, and washer/dryer removal and installation.
 - e. The Company may at its option prescribe or control the move from selection of

the third-party mover to time of unpacking.

- f. Where substantiated by receipts, Employees will be reimbursed for moving expenses in connection with self-moves.
- g. The maximum total cost payable by the Company for any move will be \$10,000.

The Company's obligation to reimburse a GSE Employee for a move terminates 270 days following the first day of the assignment at the new location. [INDEX](#)

ARTICLE 11

VACATIONS

1. All employees who have been with the Company for less than one (1) year as of January 1 will be entitled to a pro-rated vacation.
2. All employees shall receive two (2) weeks (80 hours) vacation beginning in the year following their first anniversary with the Company. All employees shall receive three (3) weeks (120 hours) beginning in the year following their tenth (10th) anniversary with the Company. Effective beginning with vacations awarded on January 1, 2002 to be taken in the year 2002, employees shall receive three (3) weeks (120 hours) beginning in the year following their fifth (5th) anniversary with the Company. All employees shall receive four (4) weeks vacation beginning in the year following their tenth (10th) anniversary with the Company.
3. Once vacation schedules are established, they will not be changed except by two (2) weeks written request to the Company and not then if it is in conflict with the vacation policy. Prior to the beginning of each month, if an available vacation slot of one week or more in that month becomes vacant, employees will be allowed to request to change their vacation date to the vacant slot. Award of the vacant vacation slot will be on the basis of classification seniority among those employees with sufficient vacation time remaining
 - a. In the event of an employee emergency the Company may make exceptions to these requirements. In the event of a Company emergency, employees may be asked to consider changes in vacation plans, if possible, to accommodate an operational requirement.
4. If vacations are not taken by the end of that year, the employee shall be entitled to said deferred vacation during the succeeding calendar year, not to exceed five (5) days. If taken during the succeeding calendar year, the vacation period will be bid after all current year bids have been assigned.
5. Employees leaving the service of the Company for any reason will be paid for any unused vacation accrued if the employee has one (1) year of continuous service with the Company. If an employee is being laid off because of a reduction in force and he has not

had the one (1) year of service required to qualify under the provisions of this paragraph, he shall be paid for all vacation time accrued. Employees going on a scheduled vacation will not be denied their earned vacation pay if they do not return to the service of the Company. Proper vacation allowance shall be paid to any employee leaving the service of the Company because of reduction in force, resignation, or for military service. An employee who resigns must give two (2) weeks notice in writing before he is entitled to accrued vacation. In the case of a death of an employee, the amount of vacation due shall be paid to his legal heirs. Employees who are discharged for just cause shall not receive pay for accrued vacation.

6. Vacation schedules shall be arranged by the Company to provide vacations for employees. At least one (1) employee may be permitted to take a vacation at any given time; however, the Company will allow as many employees as possible to take a vacation at any given time to assure that all accrued vacation time can be taken. No period of the year shall be excluded from the available vacation schedule
7. An employee, at his option, may split his vacation periods. Vacation weeks may be taken in increments of no less than one (1) day provided he makes request with adequate notice prior to starting vacation, but may not take more than five (5) one day increments in any calendar year. The selection of increments less than one (1) workweek does not count as a choice. The employee after making a choice of this first period, shall not make a second choice until all first choices have been completed and then in accordance with seniority. Third choices of vacation period will not be allowed until all first and second choices have been made. Selections in increments of less than one (1) work week may be made after all choices have been made. Employees shall have the right to obtain their vacation pay in advance for vacation taken in one week or greater increments, provided the employee makes application to his immediate supervisor at least two (2) weeks prior to starting his vacation. An employee transferring at his own request shall not disrupt assigned vacation periods. Where no conflict exists, an employee will be allowed his previously assigned vacation period. Where there is a conflict the employee will select another vacation period.

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ARTICLE 12

LEAVES OF ABSENCE

1. Where a justifiable reason exists and when the requirements of the service will permit, any employee hereunder shall, upon proper written application and approval of the Company, be granted a Leave of Absence in writing for a period not to exceed thirty (30) days unless for sickness, injury or maternity. Under such leaves, the employee shall retain and continue to accrue seniority and the Union shall be notified of all leaves granted. Such leave or leaves may be extended for additional periods not to exceed thirty (30) days each when approved by the Company, in writing, and seniority will accrue during such extension.
2. Any employee hereunder on Leave of Absence engaging in gainful employment without

prior written permission from the Company shall be considered as having resigned.

3. Employees hereunder shall, upon returning from an authorized Leave of Absence be returned to the job assignment held at the station when the leave was granted, provided it is not being held by a more senior employee. If the job no longer exists, the employee must exercise his seniority.
4. An employee who accepts a full time or temporary position with the Union shall continue to accrue seniority and, if required to leave that position, shall be permitted to return to his original position, provided it is not being held by a more senior employee. For Union positions, the Union must notify the Company whether or not the position is a temporary or a full time position, prior to the filling of such position.
5. An employee who accepts a temporary position with the Union (less than three (3) months) will be permitted to return to his original position upon release from such temporary assignment provided it is not being held by a more senior employee. Time under this paragraph will be extended if requested by the Union and agreed to by the Company.
6. When employees must miss work for purposes of maternity, their absences will be treated the same as absences for any other illness.
7. The Company and the Union will comply with all applicable laws when an employee must miss work for the purposes of serving in the Armed forces of the United States. Continuation of benefits while serving in the Armed forces will be governed by the Company handbook.

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ARTICLE 13

SICK LEAVE AND ON-THE-JOB INJURIES

1. Employees will not be eligible for sick leave benefits during the first nine (9) months of continuous service; however, sick leave credit will accrue during that period.
2. Sick leave allowance will accrue at the rate of twelve (12) hours for each two (2) months of continuous paid service and may accumulate to a maximum at any one time of one thousand eight hundred (1800) hours. When an employee's sick leave balance exceeds 100 hours, he will accrue future sick leave at the rate of fourteen (14) hours for each two (2) months of continuous service until his sick leave balance no longer exceeds 100 hours. When an employee's sick leave balance exceeds 200 hours, he will accrue future sick leave at the rate of sixteen (16) hours for each two (2) months. Upon termination of employment, accrued sick leave will not be paid. "Continuous paid service" as used herein means receiving pay for at least 90 hours in a calendar month.
3. Employees with at least 15 years of service hereunder who are required to retire after

- having attained 60 years of age but who have not attained 65 years of age may use accrued sick leave for the payment of continued medical coverage (COBRA) up until the age of 65.
4. Sick leave pay shall be at the employee's current base straight time rate. This includes premiums, differentials and overrides.
 5. When it is necessary for an employee who has completed nine (9) months of continuous service to be absent from work because of a non-occupational illness or injury, he may be granted sick leave with pay for such absence to the extent that he has sick leave allowance accrued, provided such illness or injury is not self-inflicted. An employee who is sick on a day that is either immediately prior to or immediately following his days off, will return to work with a doctor's certificate attesting to the nature of the illness in order to be paid for his first sick day.
 6. If an employee reports for work and becomes ill to the extent that he is unable to finish his days work, the employee will report to the supervisor on duty before leaving, and will be paid for the hours worked. He will be paid sick leave for the balance of the day if eligible.
 7. After a sickness, the number of days (or hours) paid will be charged against the allowance and future sick leave accrual shall be in accordance with paragraph 2 above up to a maximum accumulation of one thousand eight hundred (1800) hours.
 8. If the Company has reasonable reason to believe that an employee is using sick leave for a purpose other than which it is intended, the Company reserves the right to require/request a physician's certificate or an examination by a Company designated physician to confirm any claim for sick leave pay. Any Company requested examination shall be paid for by the Company. Failure of an employee to present a physician's certificate upon request, provided the employee has been verbally counseled, shall result in the advancement to the next step in the attendance process, as well as the forfeiture of sick leave pay.
 9. It is the responsibility of any employee absent from work because of sickness to report immediately such absence and the reason therefore to his immediate supervisor and to notify the Company promptly of any change which affects his return to work in order to qualify for sick leave benefits.
 10. Upon return from an extended absence due to sickness or an on the job injury, the employee will return to his former position, seniority permitting.
 11. The Company shall administer its Attendance Policy for in a non discriminatory manner. Additionally the Attendance policy shall not be altered, modified, terminated or superseded without the expressed written consent of the union.

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ARTICLE 14

WAGE RULES -SHIFT PREMIUMS -LONGEVITY

1. The hourly rates set forth in Article 15 shall prevail, except that the Company may recognize prior experience when hiring and place an employee in the progression scale at a rate above the minimum. Except where it may be otherwise agreed between the IBT and the Company, the maximum entry rate will be at the 37-month level. An employee who is hired at above the minimum rate shall remain at that longevity step until his actual longevity exceeds the longevity step at which he was hired. He will, however, be eligible for any contractual adjustments in the longevity scale.
2. Employees will continue to be paid on the same day/date as currently utilized by AirTran payroll.
3. When, through no fault of the employee, there is a shortage equal to one-half (1/2) a day's pay or more in the employee's paycheck, a special check will be issued for such shortage no later than three (3) working days following notice to the general office. Special checks will also be issued in other cases when there is an extreme hardship.
4. Pay checks will include an itemized statement of all hours, wages, adjustments and deductions for the pay period, year to date wages, FICA and withholding taxes.
5. Employees leaving the service of the Company will be paid for all their time due at the earliest possible time after separation and in compliance with State law, but in any event, no later than the next scheduled payday, providing the employee has returned all airport identification and Company property.
6. Automatic changes in pay rates will be effective on the nearest date commencing a regular pay period.
7. An employee absent during his normal workday for the purpose of serving as a juror shall be entitled to his regular pay for the number of authorized days off. Employees will not be required to work beyond 12:00 Midnight, but will- receive pay for the balance of their scheduled shift, if the employee is required to report for jury duty the next morning. Whenever the employee is released from jury service, he shall be allowed eight (8) hour rest as provided for in Article 6, paragraph 9, before reporting back for work. An employee-receiving summons shall notify his supervisor immediately, and shall provide his supervisor with written proof of time spent on jury duty, with actual dates and hours of service.
8. Overtime, holidays, jury duty, and vacation time shall be computed on the basis of regular rate of pay plus shift differential (excluding Working Coordinator premium), and license premium, if any.

9. Employees shall be paid sixty (.60) cents per hour shift premium as additional compensation over their basic rate for all hours worked on the midnight / graveyard shift. [INDEX](#)

ARTICLE 15

WAGE RATES

1. Base Rates of Pay for the GSE Mechanic Classification shall be as follows:

Longevity	9/1/06	9/1/07	9/1/08	9/1/09	9/1/10
1-12 mos	12.50	12.63	12.75	12.88	13.01
13-24 mos	13.25	13.38	13.52	13.65	13.79
25-36 mos	14.75	14.90	15.05	15.20	15.35
37-48 mos	15.50	15.66	15.81	15.97	16.13
49-60 mos	17.00	17.17	17.34	17.52	17.69
61-72 mos	18.00	18.18	18.36	18.55	18.73
73-84 mos	18.50	18.69	18.87	19.06	19.25
85-96 mos	18.75	18.94	19.13	19.32	19.51
97-108 mos	19.00	19.19	19.38	19.58	19.77
109+ mos	19.25	19.50	19.75	20.00	20.25

2. Base Rates of Pay for the GSE Helper classification shall be as follows:

Longevity	9/1/06	9/1/07	9/1/08	9/1/09	9/1/10
1-12 mos	9.78	9.88	9.98	10.08	10.18
13-24 mos	10.01	10.11	10.21	10.31	10.41
25-36 mos	11.00	11.11	11.22	11.33	11.44
37-48 mos	11.22	11.34	11.45	11.56	11.68
49-60 mos	11.96	12.08	12.20	12.32	12.44
61+ mos	12.18	12.30	12.42	12.55	12.67

3. Base Rates of Pay for the GSE Parts Specialist shall be as follows:

Longevity	9/1/06	9/1/07	9/1/08	9/1/09	9/1/10
1-12 mos	10.33	10.43	10.53	10.64	10.75
13-24 mos	11.36	11.47	11.59	11.71	11.82
25-36 mos	11.80	11.92	12.04	12.16	12.28
37-48 mos	12.29	12.42	12.54	12.67	12.79
49-60 mos	12.76	12.88	13.01	13.14	13.27
61-72 mos	13.24	13.37	13.50	13.64	13.77
73-84 mos	13.50	13.81	14.00	14.17	14.32
85-96 mos		14.25	14.50	14.70	14.86
97-108 mos			15.00	15.23	15.41
109-120 mos				15.75	15.95
121 + mos					16.50

6. Working Coordinator shift override shall, effective 9/1/06, be \$1.25 per hour and it shall not be compounded for any purpose.

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ARTICLE 16

RETIREMENT

1. 1. Effective September 1, 2006, or with the implementation of the improved wage rates reflected in Article 15 whichever is later, the Company and the Union have agreed to allocate a portion of total company compensation expense towards retirement benefits as follows:
 - a. Each employee who has completed one (1) year of service under the Teamster Agreement will be eligible for a monthly contribution payment of \$90 per month to be placed in his AirTran Airways Technical Operations Retirement Savings Plan.
2. Contributions under Paragraph 1 above shall be made biweekly with the amount shown per month multiplied by 12 months and divided by 26 pay periods per year. To be eligible for the biweekly contribution, the employee must work at least one-half (1/2) of the regular straight time hours in that biweekly period.
3. At such time as the Company may implement a defined contribution pension plan for all AirTran employees, should the Company contribution to that plan be greater than the contribution to GSE Mechanics set forth in Paragraph 1 above, the IBT and the Company shall meet and agree upon whether the additional contribution is made to the AirTran Airways Technical Operations Retirement Savings Plan or to the Company plan.
4. In no case shall Company contributions for GSE Mechanics pensions during the life of the current agreement be less than those shown in Paragraph 1 above.
5. The above defined pension contributions are in lieu of company contributions to the company 401K plan. However, GSE Mechanics may continue to make voluntary contributions to the Company 401K plan.

The Company will set up electronic transfer to allow its employees to contribute to the AirTran Airways Technical Operations Retirement Savings Plan, at such time as it is requested by the Union.”

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ARTICLE 17

SAFETY AND HEALTH

1. The Company shall continue to maintain safe, sanitary and healthful working conditions and agrees to maintain at all times a first aid kit. The Union and employees recognize their duty and responsibility to assist in the maintenance of these standards.
2. No employee will be required to work under unsafe or unsanitary conditions and in order to eliminate as far as possible accidents and illness, a safety committee composed of at least one Union representatives and Company representatives will continue to be maintained. It shall be the duty of the Company to see that all applicable state municipal and federal safety and sanitary regulations are complied with. The Safety Committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations concerning such complaints
3. The Company will furnish without cost all safety equipment for the employee such as ear protectors, headsets, safety glasses, etc., and all employees will use or wear such devices in performing their work.
4. Employees injured while at work shall be given medical attention at the earliest possible moment without loss of pay and shall be permitted to return to work upon presenting a medical release from the doctor. Such injured employees who are able to work thereafter will be allowed a reasonable amount of time to receive necessary medical treatment or examination without loss of pay. It is the responsibility of the injured employee when physically able to report an injury to his immediate supervisor during the work period in which the injury occurred.

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ARTICLE 18

SEVERANCE PAY

1. An employee who has completed one (1) year of compensated service with the Company prior to being laid off, through no fault or action of his own, will receive severance of two week's pay. An employee will receive his severance within five (5) days of layoff.
2. An employee will not receive severance pay if any one or more of the following conditions exist:
 - a. He exercises his seniority in order to remain in the employ of the Company.
 - b. He refuses to accept a job in his own classification at his base or station. (See Article 9-Seniority)

- c. He accepts any other employment with the Company.
 - d. The layoff is caused by an act of God, a war emergency, revocation of the Company's Operating Certificate or Certificates, or grounding of a substantial number of Company aircraft.
 - e. The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
 - f. He is dismissed for cause, resigns or retires.
3. In the event of a buyout, merger, transfer of title, etc., the Company and the Union will meet to negotiate a severance package, however, under no circumstances will severance be less than two weeks pay.

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ARTICLE 19

INSURANCE BENEFITS

- 1. The Company will maintain a health insurance plan, and will not reduce the current total plan Company contribution during the term of this Agreement.
- 2. No more than 50% of the increased cost of the total premium for the same insurance coverage shall be passed on to employees hereunder.
- 3. The maximum increase in any one (1) year for employee co-pay shall not exceed 15% of the previous cost to the employee for the same insurance coverage.
- 4. The Company shall make available to the Union, upon request, the justification for any increase in insurance costs, including review of insurance contracts or agreements, and renewals or amendments made thereto.
- 5. In addition to health insurance, during the term of the Agreement, the Company shall continue to make available to employees covered by the Agreement, other universal benefits made available to other craft and classes of employees under the terms, conditions and costs, as specified in the Company Crew Member Handbook.

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ARTICLE 20

GRIEVANCE PROCEDURE

1. In the event of a grievance arising over the interpretation or application of this Agreement or in the event of disciplinary action, not involving loss of pay, the following procedure shall be followed:
 - a. The aggrieved employee will first present the complaint to his supervisor for discussion and possible solution. During this discussion, the employee may be represented by his shop steward or Local Business Representative. It is understood and agreed that decisions made at the first step of the grievance procedure by the supervisor, employee and/or his representative shall not constitute a precedent of any kind unless otherwise agreed to by the Union and the Company in writing.
 - b. If the complaint cannot be resolved through a discussion, the grievance shall be reduced to writing by the employee or his representative, signed by the employee or his representative, and presented to his supervisor within seven (7) calendar days after the employee or his representative reasonably would have knowledge of the incident upon which the grievance is based.
 - c. The grievance will be answered in writing by the supervisor, who will send a copy to the grievant, the shop steward and the Union Representative within seven (7) calendar days after he receives the written grievance.
 - d. If the decision of the supervisor is not satisfactory, the employee or his Union Representative may appeal the grievance to the Company designee, provided such appeal is presented in writing within seven (7) calendar days after the written decision of the supervisor has been presented to the grievant, the shop steward, and the Union Representative.
 - e. The grievance(s) will be answered in writing to the Local Business Representative by the Company designee within seven (7) calendar days following the receipt of the written appeal.
 - f. Within fourteen (14) days after the receipt of the written decision of the Company designee, the Union may appeal such grievance to the System Board of Adjustment by serving a written notice upon the Company directed to the Director of Operations Business Practices or his designee at the Company's office of its intention to do so. If the System Board deadlocks, the case may be appealed to arbitration, as provided in Article 21.
2. Discharge and Disciplinary Procedure
 - a. In the event an employee is suspended pending investigation and is subsequently

found innocent of the charges, he will be paid for such lost time from work.

- b. In those instances where the Company discharges or disciplines a non-probationary employee to the extent of loss of pay, such disciplinary actions, will not be imposed until a fact finding meeting is held between the employee's supervisor, the employee, and his steward. Such meeting will be held within three (3) working days of the date of the Company's written notice (which must be furnished to the employee or the Union if he is not contactable within seven (7) calendar days after the Company reasonable would have knowledge of the events upon which the intent to take disciplinary action is based) of its intent to take disciplinary action. However, nothing shall preclude the Company's right to suspend an employee pending such meeting. The purpose of such meeting is to interview all pertinent witnesses, establish all pertinent facts and determine any possible solution, it being understood and agreed that decisions at such level shall not constitute a precedent. The Company representative involved will, within five (5) calendar days after such meeting, render a decision in writing to the employee giving his reasons therefore.
 - c. Employees of the Company who are on duty and are called as witnesses will suffer no loss of pay. If the decision of the Company representative is not acceptable to the Union, the decision may be appealed by the Union to the System Board of Adjustment within fourteen (14) days after receipt by serving written notice to the Manager of Administration of its intention to do so.
 - d. The System Board of Adjustment shall be composed of one member designated by the Company and one member designated by the Union. In the case of a discharge, the Board of Adjustment shall convene at the city where the discharge took place, unless another location is mutually agreed to by the Company and the Union, within twenty-one (21) days of the date the discharge is appealed to the System Board of Adjustment.
 - e. The System Board shall only be empowered to make a finding or decision with respect to any employee covered by this Agreement, who is terminated or disciplined to the extent of loss of pay by the Company, and such finding or decision shall be final and binding upon the Teamsters -Airline Division, the Company and the individual employee or employees to such dispute.
 - f. If the Board deadlocks, the case may be appealed to arbitration.
 - g. In the event the Union appeals the disciplinary action to arbitration, the Company and the Union shall attempt to agree on a mutually acceptable impartial arbitrator. If the parties are unable to agree on such arbitrator the parties shall select such arbitrator as provided in Step I of Article 21.
3. Failure on the part of the Company to issue its decision within the time limits stipulated or failure on the part of the employee or the Union to process an appeal within the time

limits stipulated shall constitute a waiver of the failing parties' position unless an extension of time has been mutually agreed to in writing.

4. The Company recognizes the right of the Union to file a group grievance when the issue is common and identical to those employees in the group.
5. In the event of permanent change of the parties responsible for answering grievances at any step of this grievance procedure, the Company will notify the Union as soon as possible.

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ARTICLE 21

ARBITRATION

1. After the receipt of the notice of the intent to submit the unsettled grievance to arbitration, the parties shall attempt to mutually select an impartial arbitrator. If the parties are unable to agree on an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as the impartial arbitrator. A representative of the Company and a representative of the Union shall meet within five (5) days of the receipt of the list and shall alternately strike two (2) names from the list, the party to strike first to be selected by lot. The fifth (5th) remaining person shall thereupon be selected-as the impartial arbitrator.
2. The parties shall enter into a submission agreement which shall clearly state the arbitrable issue or issues to be decided. If the parties are unable to agree on a joint statement of the arbitrable issue or issues to be decided by the arbitrator, the submission shall contain the written grievance and the Company's disposition of the same with notation that the parties could not agree upon a submission agreement. Either party may also submit its proposed version of the arbitrable issue or issues to be decided by the arbitrator.
3. During the hearing, each Party shall have full opportunity to present evidence and argument, both oral and documentary. The impartial arbitrator may render his findings and award in writing no later than ninety (90) calendar days after the conclusion of the hearing. The decision of the impartial arbitrator shall be final and binding. The impartial arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.
4. All arbitration hearings will be held at the City of Atlanta, unless another place is mutually agreed to by the Company and the Union.
5. Each of the parties hereto shall assume the compensation, traveling expenses and other expenses of its witnesses called or summoned by it and each of the parties shall assume one-half (1/2) of the expenses of the arbitration, except that the employees of the Company who are necessarily summoned to serve as witnesses and the grievant shall

suffer no loss in pay as a result of participation in the arbitration proceeding.

- a. Witnesses who are employees of the Company and the grievant shall receive positive space transportation, if necessary, over the lines of the Company from point of duty or assignment to point at which they must appear as witnesses before the Board and return.
- b. It is understood and agreed that each and every witness summoned by the Board who is an employee of the Company shall be free to discharge his duties in an independent manner without fear that his individual relations with the Company or the Union may be affected by an action or by testimony given by him in good faith in his capacity as a witness.
- c. If a stenographic transcript is made of the arbitration proceeding, the party making the request shall bear its expense, unless the request is made by the arbitrator, in which case the cost of the transcript will be shared equally by the Company and the Union. In the event the party not requesting the transcript decides at the hearing or later to obtain a copy, the entire cost of the reporting and transcribing of the transcript shall be shared equally by the Company and the Union.

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ARTICLE 22

NO STRIKE-NO LOCKOUT

1. The Company, the Union and the employees represented by the Union will not engage in, encourage, threaten, or assist any strike, slowdown or other restriction or interruption of work during the term of this agreement and until the exhaustion of bargaining procedures under the Railway Labor Act. Any such prohibited activity, including unfair labor practice strikes, sympathy strikes or any refusal to cross any picket line to perform work or refusal to handle or perform work on any aircraft or aircraft parts because of any labor dispute, even though not initiated or countenanced by the Union, will be construed to be a violation of this agreement. Any employee engaging in such activity shall be subject to selective discipline up to and including discharge.
2. The Union, its representatives, officers, stewards and/or other officials are charged with an affirmative duty to maintain this agreement and will immediately take all reasonable and necessary steps to prevent or stop such illegal acts as quickly as possible. Union officers and stewards may be held to a higher standard of discipline in the event that they violate or do not comply with this article. Such discipline, up to and including discharge, will be presumed to be for just cause.
3. The Union and the employees agree that, even after the expiration of the terms of this agreement, they will not engage in any handballing, picketing or boycott of any secondary employer.
4. The Company will not engage in any lockouts during the term of this Agreement.

ARTICLE 23

GENERAL AND MISCELLANEOUS

1. Any employee leaving the service of the Company will, upon request, be furnished with a letter setting forth the Company's record of his job classifications, stating his length of service and rate of pay at the time of leaving the Company.
2. Suitable rain suits shall be provided and maintained by the Company. The Company will furnish uniform jackets for employees and will have uniform parkas in stock for employees to check out when needed.
3. The Company agrees to provide the Union with bulletin board space marked "Teamsters -Airline Division" where union notices of interest to the employees may be posted. No political, inflammatory, controversial, or derogatory material will be permitted thereon.
4. The Company shall be responsible for printing and distribution to each employee a copy of this Agreement and shall provide the Teamsters -Airline Division with twenty (20) copies of the Labor Agreement.
5. Airline trip passes will be issued to qualified employees in accordance with Existing Company policy. In the event the Company establishes a more favorable policy in the future, that policy shall prevail.
6. Any deviation from this Agreement may be made by mutual agreement between the Company and the Teamsters-Airline Division. Such mutual agreement must be in writing and signed by the parties thereto.
7. The Company shall allow employees a reasonable amount of time to "wash-up" prior to punching out.
8. Supervisors and higher ranking officials shall not be permitted to perform work of any hourly rated job covered by this Agreement except in emergencies or instructing or training of employees or troubleshooting.
9. Where employees have become physically unable to perform their regular work, the Union and the Company shall cooperate in attempting to place such employees in a position within their classification for which they are qualified and able to perform, or by mutual agreement in a lower classification for which they are qualified and able to perform.
10. Effective October 1, 2001, when a death or critical illness (impending death) occurs in an employee's immediate family, the employee will receive up to three (3) working days off at straight time pay, depending on the employee's needs. Further days off may be taken

without pay or the employee may use vacation days. The immediate family includes: Employee's spouse, children, parents, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren.

11. If an employee's regularly scheduled work shift begins on one calendar day and extends into the following calendar day, the "day" worked (for determining pay and holidays, etc.) shall be considered to be the day on which his shift started.
12. All orders or notices to an employee covered by the Agreement involving a transfer, promotion, demotion, layoff, discipline, or leave of absence shall be given in writing with a copy to the Union. No letter or notice for violation of Company rules will be used in the determining of discipline if such notice has been in the employee's file for twelve (12) months and there has been no recurrence of the same offense within the twelve (12) month period.
13. If there is any change during the life of this Agreement in the licenses that employees covered by this Agreement are required to have, all employees affected shall be given a reasonable period of time from the date of such change to obtain each license and there shall be no change in their status or pay during said period.
14. All shift/day trade agreements must be in writing, signed by both parties involved and approved by the management of the employee initiating the trade and the management of the other employee.
 - a. No probationary employee may shift/day trade.
 - b. Every person who commits to a shift/day trade will be required to show up on time and work the entire shift or make arrangements for someone who is qualified to cover the shift.
 - d. Failure to show up or cover the shift/day trade will result in severe disciplinary action i.e., for the first offense, a thirty (30) day shift/day trade suspension accompanied by a warning letter in the employee's personnel file. For additional offenses, progressive disciplinary action will be taken.
 - e. The Company reserves the right to restrict an employee's shift/day trade privileges in the event it hinders the employees quality or quantity of work, violates FARs or causes an employee to be on paid status less than 90 hours in a month.
 - f. All trades must be within the same classification.
 - g. Parties engaging in a trade that has not been previously approved will lose their day trade privileges.
 - h. No additional premium pay or overtime will be involved because of any shift/day trade.

- i. No sick pay will be allowed in any shift/day trade.
 - j. Shift trades will not be allowed at stations with more than thirty five (35) GSE employees
15. Effective with the first full pay period following October 1, 2001, Atlanta based GSE employees shall not be assessed any charge for airport employee parking during the term of this Agreement.
16. In the event of the total loss of an employee tool box and its contents as a result of fire while the box is located at his home station, or total loss of an employee tool box and its contents while the employee is traveling and/or working on an authorized field assignment, the employee shall assume the first \$100 of the replacement cost and the Company will provide up to the following amounts toward the balance replacement cost of the toolbox:
- a. \$2,000 for the loss of a rollaway tool box
 - b. \$1,000 for the loss of a tote box

The benefit applies only to the total loss of a toolbox, its contents (does not cover loss of individual tools) and only for tools required by the Company. The Company shall furnish the union with the required tool list.

17. Company will provide ten (10) sets of uniforms and one (1) Coverall to each employee.
18. The Company shall on a monthly basis post available sick leave, vacation days and other accrual balances for the Employees. The postings shall be either via company bulletin board, made available electronically or placed in each employee's mailbox.
19. Claims of overpayment or underpayment to employees covered under this Agreement shall reach back no more than six (6) months from the date of the actual notice to either the Company or the Union.
20. Effective January 1, 2007 all employees shall participate in the Company direct deposit program for their paychecks by advising the Company, in accordance with established procedures, of the banking account to which the Company shall deposit normal bi-weekly pay checks.

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ARTICLE 24

UNION REPRESENTATION

1. The Company agrees to admit to its bases the officially designated representatives of the Union to transact business as is necessary for the administration of the Contract. Such business shall be transacted in as short a time as possible and shall not interfere with the operations of the Company.
2. Union shall select business representatives and shall notify the Vice President of Maintenance and Engineering or his designee, from time to time of their appointment or removal. The Vice President of Maintenance and Engineering or his designee shall notify the Union of the appropriate Company representative hereunder.
3. The Union shall elect or appoint a primary shop steward(s) and alternatives as required to conduct Union business and shall notify the Company in writing of their election, appointment or removal.
4. A primary or an alternate steward shall be permitted reasonable time to investigate, present and process grievances within the scope of said steward's station and shift on the Company property without loss of pay during his regular working hours. If a steward is reasonably requested by management to delay an investigation of a grievance because of immediate work requirements, such steward, if practical, shall cooperate with the request.
5. Time spent in handling grievances during the steward's regular working hours shall be considered hours worked for all purposes. It is understood that if a steward voluntarily chooses to handle a grievance on other than Company time, he may not claim overtime pay for the non Company time spent handling such grievance. This provision, however, shall not be construed as affecting an employee's overtime pay for time spent handling grievances while at work on an authorized overtime opportunity.
6. Upon twenty four (24) hours notification by the Union Business Representative the Company will, based upon operational requirements, grant to any employee(s) unpaid time off to perform Union business off the Company property. In the event the Union business shall require an absence from work in excess of one (1) week, a Union leave of absence will be applied for in accordance with Article 12. The Union will cooperate with the Company to avoid any negative impact on operations as a result of this section.
7. Local Management will notify the Union in writing of the names and hire dates of all newly hired employees and transfers. Such notification will be transmitted during the employee's first week on the payroll. Upon notification from the Business Representative, the appropriate Manager will provide thirty (:30) minutes of paid time for purposes of Union orientation. Such time will be verbally agreed upon by the Business Representative and the Local Manager to occur on a scheduled workday of the employees initial new hire training period.

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ARTICLE 25

UNION SECURITY

1. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall, on or before the ninetieth (90th) day following the effective date of this agreement, become and remain members in good standing in the union or, in the alternative, tender to the Union a monthly sum equivalent to the standard monthly dues required of the Union members, such sums to be recognized as "Service Fee." It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the ninetieth (90th) day following the beginning of such employment, become and remain members in good standing in the Union, or in the alternative, tender to the Union monthly dues required of the Union members, such sums to be recognized as "Service Fees." Should the new employees elect not to become a member of the Union but only to pay the Service Fee, he will also be required to pay an Initial Service Fee which shall be the equivalent of the standard initiation fee.
2. The Company will deduct from the wages of any employee covered by this Agreement, said employee's dues, as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions. The Company will deduct said employee's dues in the month in which the employee is recalled from furlough or returns from a leave of absence. In the event the employee is recalled from a furlough or returns from a leave of absence after the dues have been deducted for the month, the Company will make a double deduction the following month. The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees and dues. The amount withheld shall be reported and paid to the Union prior to the end of the month in which the deductions were made, accompanied by the following information including names, addresses, and social security numbers of employees: New hires including hire dates; terminations including termination dates; furloughs including furlough dates; recalls including recall dates; leave of absences including leave dates; return from leave of absences including return dates.
3. Employees who are members of the Union shall pay membership dues as set forth herein except that payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days or during periods of permanent transfer to a classification not covered by this Agreement.
4. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the employee against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.
5. In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.
6. The Union agrees notices shall be given the Company at least thirty (30) days before the Company is required to remove an employee from his employment by reason of his

failure to maintain his membership in good standing in the Union and in accordance with Section 1 of this Article.

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ARTICLE 26

SAVINGS CLAUSE

1. Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
2. In the event that any of the provisions of this Agreement are in conflict with or are rendered inoperative or unlawful by virtue of any duly enacted law or regulation or any governmental agency or commission having jurisdiction over the Company, the Union and Company will meet and negotiate changes necessary pertaining only to those provisions so affected or directly related thereto.

ARTICLE 27

DURATION OF AGREEMENT

1. Except as may otherwise be provided, this Agreement shall become effective on September 1, 2006
2. This Agreement shall thereafter continue in full force and effect through August 31, 2011 and shall renew itself without change until each succeeding September thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto, at least ninety (90) days immediately prior to August 31, 2011 or any September thereafter.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 31st day of August, 2006 in Atlanta, Georgia.

International Brotherhood of Teamsters

AirTran Airways, Inc.

Don Toney, President, Teamsters Local 528

Stephen J. Kolski, Senior Vice President, Operations

John A. Mays, Business Agent

H. Gerry Anderson, Director and Labor Relations Counsel

Troy Johnson, Chief Steward

Dennis Anderson, Manager, GSE

Pepper Atkinson, Steward, ATL

Steven A. Forman, Manager, Labor Relations

Godwin Clark, Steward, ATL

Edward J. Murphy, Manager, Contract Administration

Greg Buchanan, Steward ATL

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STEPHEN J. KOLSKI
SENIOR VICE PRESIDENT OPERATIONS

August 16, 2006

John Mays
International Brotherhood of Teamsters, Local 528
2540 Lakewood Avenue, SW
Atlanta, GA 30314

Dear Mr. Mays:

This will confirm our one time non precedent setting agreement (following your request) concerning the hourly rate of pay for certain GSE Mechanics. Provided our recently negotiated Collective Bargaining Agreement is ratified by September 1, 2006, those GSE mechanics identified below, will be unfrozen and eligible to move down the longevity scale effective with the September 1, 2007 contractual increase.

EMPLOYEE NAME	EMP. #	CLASS SEN DATE	STATION	RATE EFFECTIVE SEPT. 1, 2006
BOB VAN KAMPAN	105023	10/3/05	ATL	\$ 15.50
GARY WILLIAMS	105024	10/10/05	ATL	\$ 15.50
GLEN GRAVES	105671	11/19/05	ATL	\$ 15.50
WILLIAM GAJEWSKI	107497	5/22/06	ATL	\$ 15.50
THOMAS RUOTOLO	107498	5/22/06	ATL	\$ 15.50
GREGORY GRAHAM	108040	7/10/06	ATL	\$ 15.50
DAVID PITTS		8/7/06	ATL	\$ 15.50
GREG BUCHANNAN	59154	9/5/05	ATL	\$ 15.50

Each of the above listed employees will advance to the next longevity step on September 1, 2007 and each September 1st thereafter.

Sincerely,

Stephen J. Kolski

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STEPHEN J. KOLSKI
SENIOR VICE PRESIDENT OPERATIONS

September 1, 2006

Mr. John Mays
Assistant Business Agent, Local 528
International Brotherhood of Teamsters
2540 Lakewood Avenue, SW
Atlanta, GA 30314

Re: TRAX Bonus Days and Holidays

Dear Mr. Mays:

This reflects our agreement that beginning January 1, 2008, and provided that the collective bargaining agreement is ratified, prior to September 1, 2006, all GSE Employees hired on or before September 1, 2006 (the effective date of the 2006 Agreement) will be granted two (2) TRAX Bonus Days per year. All eligible GSE Employees may take one (1) TRAX day in 2007. All eligible GSE Employees may also take one (1) Ratification Bonus day in 2006.

These TRAX Bonus days and the Ratification Bonus day must be taken by the end of the applicable calendar year (no carryover) at a time acceptable to the Company and to the Employee. The days must be coordinated in advance with the Company, and approved. The objective will be to grant requested days whenever possible, but without impacting the operation or causing additional extraordinary expense, such as overtime.

This also reflects our agreement that should the Company subsequently grant an additional paid Holiday (beyond the current six Holidays) to ground employees, that additional Holiday will also be extended to ground employees represented by the IBT.

If this accurately reflects your understanding of our agreement, please sign below.

Sincerely,

Stephen J. Kolski
Senior Vice President Operations
AirTran Airways

Agreed:

John Mays, Assistant Business Agent
IBT Local 528