

Agreement By and Between

AirTran Airways, Inc

And

The Mechanics and Inspectors in the

Service of AirTran Airways, Inc.

As Represented by

International Brotherhood of Teamsters

Airlines Division-Local 528

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

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PREAMBLE

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

ARTICLE 1 - PURPOSE OF AGREEMENT

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

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

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

ARTICLE 2 - SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

ARTICLE 3 - STATUS OF AGREEMENT

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

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

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

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

3. Acquisition or Disposition of Assets:

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

- b. At such time that a transaction amounting to a Substantial Asset Sale is being finalized, the Company shall, on a confidential basis, verbally

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

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

4. Expedited Article 3 Minor Dispute Resolution:

- a. At either the Company's or Union's request, any dispute arising over the meaning or application of any provision in this Article 3 of the Agreement may be presented, in the first instance, directly to the

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 Union striking first, until only one name remains.

- c. Either party may petition, via letter with a copy to the other party, for a list of arbitrator's names as set forth in Article 21 to be furnished within 5 working days of submission of the dispute to the system board. The parties agree to select on the names provided within 5 working days from receipt of the list. The matter will be heard by the Board within 30 days of the selection of the arbitrator. The decision of the neutral arbitrator shall be furnished within 10 working days following the conclusion of the arbitration hearings.

- d. In the event the selected neutral arbitrator does not agree to comply with the time limits stated above, the last stricken arbitrator shall be used. This process shall continue until an arbitrator agrees to comply with the time lines in paragraph c. above.

- e. The availability of these Expedited Dispute Resolution procedures shall not prevent the parties from mutually agreeing to elect to process grievances arising under this Article under the normal minor dispute resolution procedures set forth in Articles 20 and 21 of this Agreement.

ARTICLE 4 - CLASSIFICATIONS

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

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

A. Classifications

1. INSPECTORS

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

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

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

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

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

3. MAINTENANCE CONTROLLERS

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

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

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

4. LINE MAINTENANCE SUPERVISOR/LEAD MECHANICS

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

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

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

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

5. TECHNICAL SUPPORT MECHANICS

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

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

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

6. INSPECTOR DESIGNEES

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

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

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

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

- f. Inspector Designees at ATL and MCO shall not be eligible for, and not be permitted, to work Inspector field service unless the entire Inspector field service list has been exhausted. If it is determined that an Inspector Designee from a non-maintenance base can arrive at an outstation in a shorter period of time than an Inspector, then the Inspector Designee will be sent to perform the inspection function.

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

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

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

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

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

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

- w. The Inspector Designee will send all yellow copies of non-routine forms to the attention of the Chief Inspector.

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

ARTICLE 5 - HOURS OF SERVICE

1. Five Day Week

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

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

f. In preparing work schedules (i.e., shifts and consecutive days off) for the annual bid (Article 5, Section 10) and the realignment bid (Article 5, Section 11), the Company shall maximize the number of bid lines of work with work days of the same shift (i.e., day, afternoon or graveyard). However, in the interest of achieving efficiency of operations, bid lines (but not more than 15% of the bid lines at maintenance bases and 20% of the bid lines at line stations rounded off to the next higher whole number) may be constructed with workdays from two shifts (i.e., day and afternoon, day and graveyard or afternoon and graveyard).

2. The workweek shall commence at 12:01 a.m. Monday of each week and end at 12:00 midnight Sunday of each week.

3. All employees will be granted a rest period during the first half of their shift and a rest period during the second half of their shift, without loss of time, for the purpose of relaxation. The rest periods for an eight (8) hour shift shall be of fifteen (15) minute duration.

4. The regular starting and stopping time for work shifts will be scheduled and posted and shall not be changed without one (1) week's notice. When the Company temporarily changes an employee from his regularly assigned shift to a shift being established on a temporary basis, forty-eight (48) hours' notice will be given, except for extenuating circumstances.

a. The starting times for regular shifts at maintenance facilities existing at the date of this Agreement will be as follows:

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

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

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

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

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

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

a. The hours of service and days off of vacant shifts or new shifts shall be bid locally by a station bulletin for a period of five (5) calendar days or until all bids are in, whichever is less, in the job classification involved, prior to the vacancy being filled in accordance with the provisions of Article 10.

b. Employees who desire to bid on such vacant or new shift and any other work shift that might become available as a result of the awarding of such vacant (new) shift, shall indicate on their original bid, in order of preference, the other shifts to which they desire assignment if they become available. Therefore, when the Company awards the successful bidders on the original vacancy, it will simultaneously award successful bidders on any secondary vacancies that result from such award on the original (new) shift.

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

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

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

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

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

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

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

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

15. Technical Support is considered a separate bid area.

ARTICLE 6 - OVERTIME AND HOLIDAYS

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

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

b. In Atlanta, unless and until changed by mutual agreement between the Company and the Union, overtime rosters will be by bid area, and all jobs will be available by seniority.

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

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

a. Classification seniority

b. Classification and company seniority

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - TRAINING

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

- b. Specialty training is defined as in-depth training in Avionics, Engines, Sheet Metal, etc. For the purpose of specialized training, Mechanics and Inspectors will be selected from those employees who volunteer or accept the offer of specialized training. If there are more volunteers than space available for a class, then the selection will be determined by a selection committee.

- c. The selection committee will consist of both union members and management personnel. The committee will comprise of three (3) members and will alternate from two (2) union members and one (1) managerial member to two (2) managerial members and one (1) union member. Whenever possible, the Union will select its committee members who are not considered to be candidates in the categories they will be selecting.

- d. The specialized training categories to date and their union/management members are listed below:

1) Avionics	2 Union	1 Management
2) Sheet Metal	2 Management	1 Union
3) Engine	2 Union	1 Management

- e. Qualifications will be listed on each volunteer enrollment form and posted at each outstation. The Company will provide the committee with those qualifications.

- f. The provisions of paragraphs (a) through (e) above shall not apply to the initial training provided to new employees so long as such initial training is provided within twelve (12) months of their date of hire.

- g. Employees will be selected in seniority order as provided above. However, should the needs of the service dictate, employees may be bypassed after proper notification to the Union outlining the special circumstances that require the deviation from seniority.

- h. The Company will assign specialized training for Line Maintenance Supervisors/Lead Mechanics.

ARTICLE 8 - FIELD SERVICE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - SENIORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Employees promoted to permanent management positions shall stop accruing seniority in the categories 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 management employee furloughed from his management position may not use his classification seniority to displace any other employee at the time of furlough. The furloughed management employee'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 management position, such management shall have no rights under this Agreement.

12. Any employee accepting temporary transfer or promotion to a shift manager 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 9 but the Union will be notified in writing of such assignment and duration.

13. Employees in the classification of Line Maintenance Supervisor/Lead Mechanics, Technical Support Mechanics, and Maintenance Controllers mechanical seniority under the Mechanics and Inspectors Agreement begins to accrue from the date of accretion (April 1, 2002 for Line Maintenance Supervisor/Lead Mechanics; November 11, 2003 for Technical Support; and September 14, 2001 for Maintenance Controllers) into the Mechanics and Inspectors collective bargaining agreement. The employees in these classifications on the date of accretion are considered Incumbents in their respective classification. Incumbent Line Maintenance Supervisor/Lead Mechanics, Technical Support Mechanics, and Maintenance Controllers shall have seniority for the purpose of bidding shift realignment and days off based solely upon the dates they entered their respective classifications. This shall be their classifications seniority date. For those employees entering the

classification of Line Maintenance Supervisor/Lead Mechanic, Technical Support Mechanic, or Maintenance Controller after the date of accretion, seniority for the purpose of bidding shift realignment and days off are based solely upon their mechanical seniority. In no event, or under no circumstances will an employee entering the Line Maintenance Supervisor/Lead Mechanic, Technical Support Mechanic, or Maintenance Controller classification after the date of accretion have classification seniority greater than any Incumbent Line Maintenance Supervisor/Lead Mechanic, Technical Support Mechanic, or Maintenance Controller holding their position prior to accretion nor can he bump, displace or exercise seniority over any Line Maintenance Supervisor/Lead Mechanic, Technical Support Mechanic, or Maintenance Controller holding their position prior to the date of accretion.

14. Employees in the classification of Inspector on the effective date of the 2005 agreement shall continue to accrue mechanical seniority as outlined in Article 9 Paragraph 2. These employees shall be considered Incumbent Inspectors. Incumbent Inspectors classification seniority for the purpose of bidding shift realignment and days off are based solely upon the date he entered the classification of Inspector. For employees entering the classification of Inspector after the effective date of the 2005 Agreement, classification seniority for the purpose of bidding shift realignment and days off will be based solely on their mechanical seniority, but in no event, or under no circumstances will a employee entering the Inspector classification after the effective date of the 2005 Agreement have classification seniority as an Inspector over any incumbent Inspector nor can he bump, displace or exercise seniority over any Incumbent Inspector.

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 Maintenance locations within fourteen (14) days after the permanent vacancy occurs. Such bulletins shall state the classification of the job, minimum qualifications necessary, closing date for application, the posting date, shift and days off, reporting date, and whether the vacancy is permanent or temporary.
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; (b) taking a leave of absence; (c) being out sick or injured on the job; or (d) in the event of a vacancy set forth in Paragraph 10 of this Article.
4. Temporary vacancies filled at the discretion of the Company in the Mechanic 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. Temporary vacancies will be awarded for no more than 90 days. At the conclusion of the 90 day period the temporary vacancy will either be bid as a permanent position or abolished.
6. 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.

7. 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.

8. Except as noted below, in filling bulletined jobs, assignment will be made to the senior qualified employee who bids for the job. Qualified means the ability to perform the job requirements and descriptions set forth in Article 4. 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.

9. An employee may bid on any bulletined vacancy, created as a result of a new or vacant position.

10. 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 (1) 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 immediate 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.
- b. The trial period for positions in Maintenance Control shall be 180 days. New hire Maintenance Controllers initially entering the Mechanic and related bargaining unit shall serve a 180 day probationary period.
- c. The trial period for the position of Line Supervisor/ Lead Mechanic shall be 90 days. New hire Line Maintenance Supervisors/Lead Mechanics initially entering the Mechanic and related bargaining unit shall serve a 90 day probationary period.

11. If an Inspector desires to return to his basic classification within his station, within a permanent vacancy occurring, such employee will be allowed to do so provided the vacancy created by his return is filled through the bid process within his station. If the Inspector vacancy is not filled through the bid process, the Inspector shall not be permitted to return to his basic classification. A contingent vacancy bid will be held to determine if any qualified employee in the same station bids the position. The remaining Inspectors in that station will re-bid shifts and days off and the replacement Inspector will assume whatever shifts and days off remain. A re-bid of shifts and days off will be held within the employee's basic classification and station and the employee returning to his

basic classification will be assigned to the shift and days off remaining open following the re-bid. The effective date of the replacement and the return to the basic classification will be on the same date as the newly bid shifts take effect.

12. If an employee is filling a position in a new bid area, a 120 day lock-in will be required.

13. 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 mechanic 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, mechanics 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.
 - h. The Company's obligation to reimburse a mechanic for a move terminates 270 days following the first day of the assignment at the new location.

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. Effective January 1, 2001, employees shall receive three (3) weeks (120 hours) vacation beginning in the year following their fifth (5th) anniversary with the Company. All employees shall receive four (4) weeks (160 hours) vacation beginning the year following their tenth (10th) anniversary with the Company. Vacations schedules shall be bid within 30 days of the completion of the yearly bid and will be chosen by crew and/or shift seniority.

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 (1) 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 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 the year, the employee shall be entitled to said deferred vacation during the succeeding calendar year, not to

exceed five (5) days (40 hours). If taken during the succeeding calendar year, the vacation period will be bid after all current bids have been assigned. If the Company requests that an employee cancel his vacation, and if the employee agrees, the employee will have the option of getting paid for the canceled vacation at regular straight time rates.

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 the 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.

7. An employee, at his option, may split his vacation periods, except that the Company may permit more than five (5) one-day increments but not more than

ten (10) one-day increments in any calendar year in a vacation bidding unit. Vacation weeks may be taken in increments of no less than one (1) day provided he makes requests 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 (1) 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.

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, employee must exercise his seniority.
4. An employee, who accepts a full time or temporary position with the Local 528 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.

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 sixteen (16) 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 300 hours, he will accrue future sick leave at the rate of eighteen (18) 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 ten (10) years of service hereunder who are required to retire after having attained sixty (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 sixty-five (65).
4. Sick leave pay shall be at the employee's current base straight time rate.
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.

- a. When it is necessary for an employee who has completed nine (9) months of continuous service to be absent from work because of an occupational illness or injury he may be granted sick leave with pay for such absence to the extent he has sick leave accrued, provided such illness or injury is not self-inflicted. The use of sick leave in these circumstances is to supplement workers' compensation payments. The combination of workers' compensation payments and the payment of sick leave may not under any circumstances exceed the compensation the employee would normally receive based on a standard work day and a standard forty (40) hour work week.

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 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 Mechanics and Inspectors in a non discriminatory manner. Any change to the policy shall be in accordance with Article 2 of this Agreement.

12. Where necessitated by medical need and approved in advance by the Vice President Maintenance and Engineering, an ill employee may be allowed to pass travel and family members, otherwise eligible for pass travel, may be allowed to pass travel to accompany and care for the ill employee.

13. An employee who incurs an on-the-job injury shall comply with the Company's published rules/procedures for the reporting of such injuries, the obtaining of medical attention, and the submission of a workers' compensation claim as contained in the AirTran Crew Member Handbook.

ARTICLE 14 - WAGE RULES

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. Paychecks 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 at the earliest possible time after separation and in compliance with State law, but in any event, no later than the next scheduled pay day, 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 nine (9) hour rest as provided for in Article 5, Paragraph 7, 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, vacation time, funeral leave, and sick leave shall be computed on the basis of regular rate of pay plus shift differential, classification override, license premium, and longevity pay, if any.

9. Employees shall be paid \$1.00 per hour shift premium as additional compensation over the basic rate for all hours worked on the midnight/graveyard shift.

10. When operations at a service point (station) are cancelled due to a severe inclement weather event such as a hurricane or tornado and employees are directed to go home, they will be paid for the remainder of that shift. Additionally, if operations at that service point (station) remain cancelled due to the severe inclement weather event, and employees are prevented from reporting to work due to that event, they will be paid for up to one shift missed

due to the event. If additional shifts are missed due to that event, a reasonable number of such missed shifts will be paid and will be subtracted from the employee's accrued TRAX days, or accrued vacation days, as agreed upon with the Union. Also, with the approval of Management, the lost time can be made up.

ARTICLE 15 - WAGE RATES

1. Base Rates of Pay Per Hour for the Mechanic Classification

Effective	10/01/2009	10/01/2010	10/01/2011	10/01/2012
1st 6 mos.	\$16.98	\$17.15	\$17.33	\$17.50
7-12 mos.	\$18.04	\$18.22	\$18.41	\$18.59
13-24 mos.	\$20.15	\$20.35	\$20.55	\$20.76
25-36 mos.	\$21.97	\$22.19	\$22.42	\$22.64
37-48 mos.	\$23.42	\$23.65	\$23.89	\$24.13
49-60 mos.	\$24.87	\$25.12	\$25.37	\$25.63
61-72 mos.	\$26.33	\$26.59	\$26.86	\$27.13
73-84 mos.	\$27.31	\$27.59	\$27.86	\$28.14
85-96 mos.	\$31.59	\$31.90	\$32.22	\$33.00

2. In addition to the above rates of pay, \$1.25 per hour will be paid to all Aircraft Mechanics, Line Maintenance Lead/Supervisor Mechanics, Technical Support Mechanics, Maintenance Controllers and Inspectors for each valid Federal FAA Airframe license and Power Plant license for the life of this Agreement (a maximum of two (2) licenses). Effective October 1, 2010 premium will increase to \$1.30 per hour. Effective October 1, 2011 premium will increase to \$1.40 per hour. Effective October 1, 2012 premium will increase to \$1.50 per hour.

3. Effective the date of the Agreement, compensation of Maintenance Controllers shall be computed as follows:

- a. Base rates of pay for Maintenance Control shall be as specified in Article 15.1
- b. Placement on the longevity scale shall date from when each Maintenance Controller first entered the Maintenance Control function.
- c. Maintenance Controllers shall receive a \$1.85 per hour override over the applicable base rate of pay in the longevity scale for the Mechanic Classification set forth in Article 15.1 (commonly referred to as the "Maintenance Controller override"). Effective October 1, 2010 override will increase to \$1.90 per hour. Effective October 1, 2011 override will increase to \$1.95 per hour. Effective October 1, 2012 override will increase to \$2.00 per hour.

4. Base Rates of Pay Per Hour for the Inspector Classification:

- a. In addition to the rates of pay provided above for Mechanics, Inspectors shall receive \$1.85 per hour over the top Mechanic rate. Effective October 1, 2010 override will increase to \$1.90 per hour. Effective October 1, 2011 override will increase to \$1.95 per hour. Effective October 1, 2012 override will increase to \$2.00 per hour. Inspectors selected after October 1, 2009, will no longer be based on top Mechanic pay.

5. On and after the effective date, compensation of Line Maintenance Supervisors/Lead Mechanics shall be computed as follows:

a. Base rates of pay shall be as specified in Article 15.1.

b. Placement on the longevity scale shall date from when each Line Maintenance Supervisor/Lead Mechanic last entered any classification covered by the IBT Mechanic and Inspector Agreement.

c. Line Maintenance Supervisor/Lead Mechanics shall receive a \$1.85 per hour override over the applicable base rate of pay in the longevity scale for the Mechanic Classification set forth in Article 15 (commonly referred to as the "Line Maintenance Supervisor/Lead Mechanic override"). Effective October 1, 2010 override will increase to \$1.90 per hour. Effective October 1, 2011 override will increase to \$1.95 per hour. Effective October 1, 2012 override pay will increase to \$2.00 per hour.

6. On and after the Effective Date, compensation of Technical Support Mechanics shall be computed as follows:

a. Base rates of pay shall be as specified in Article 15.1.

b. Placement on the longevity scale shall date from when each Technical Support Mechanic last entered any classification covered by the IBT Mechanic and Inspector Agreement.

c. As of the Effective Date, the Technical Support Mechanic override shall be \$1.85 per hour over the applicable base rate of pay in the

longevity scale for the Mechanic classification set forth in Article 15. Effective October 1, 2010 will increase to \$1.90 per hour. Effective October 1, 2011 will increase to \$1.95 per hour. Effective October 1, 2012 will increase to \$2.00 per hour.

7. On and after the Effective Date, compensation of Inspector Designees shall be computed as follows:

- a. Base rates of pay shall be as specified in Article 15.1.
- b. As of the Effective Date, the Inspector Designee override shall be \$0.50 per hour over the applicable base rate of pay in the longevity scale for the Mechanic classification set forth in Article 15.

8. Commencing October 1, 2009, Longevity Pay of \$0.10 per hour will apply to employees in the 9th year of the longevity scale: \$0.20 per hour in the 10th year; \$0.30 per hour in the 11th year; \$0.40 in the 12th year; and \$0.50 in the 13th year and above.

ARTICLE 16 - RETIREMENT

1. Effective January 1, 2010, 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 \$135.00 per month (payable when employee is paid for at least $\frac{1}{2}$ of the normal work hours in a pay period) to be placed in his AirTran Airways Technical Operations Retirement Savings Plan.
- b. Effective January 1, 2011 the monthly contribution increases to \$145.00 per month. Effective January 1, 2012 the monthly contribution increases to \$150.00 per month. Effective January 1, 2013 the monthly contribution increase to \$160.00 per month.

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 ($\frac{1}{2}$) 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 Mechanics and Inspectors 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 Mechanic and Inspector's 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, Mechanics and Inspectors may continue to make voluntary contributions to the Company 401K plan.

6. 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.

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, an AirTran safety committee composed of at least one (1) Union representative and Company representative 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, make recommendations concerning such complaints and may file reports with the Airline Director of Safety.

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 wear such devices in performing their work. Provided the expense is not otherwise reimbursed, an employee wearing prescription eyeglasses will be reimbursed up to \$100 (no more than once every 24 months) for the purchase of prescription safety lenses. Reimbursement will occur upon submission of a purchase receipt. When an employee is reimbursed for the purchase of prescription safety lenses he will wear the glasses when at 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.

5. Where employees have become physically unable to perform their regular work, the Union and the Company will cooperate in placing 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.

6. An employee shall be required to submit to a physical examination upon request of the Company.

7. A Company-required physical shall be performed by a physician designated by the Company. Any physical examination or tests required by the Company shall be paid for by the Company.

8. When a disagreement exists over an employee's ability to perform the duties of his position, the employee may have a review of the case.

- a. The employee may employ a qualified medical examiner of his own choosing and at her/his own expense for the purpose of conducting a physical examination.
- b. A copy of the report of the medical examiner employed by the employee shall be furnished to the Company within fourteen (14) days following the receipt by him of the findings of the Company's medical examiner. If the report verifies the findings of the Company

medical examiner or if the employee fails to furnish such report to the Company within said time, no further review of the case shall be afforded.

- c. In the event that the report of the physician chosen by the employee disagrees with the findings of the physician employed by the Company, the Company will, at the written request of the employee, ask that the two physicians agree upon and appoint, within seven (7) days, a third qualified and impartial physician who is a specialist in the area of the employee's alleged disability for the purpose of making a further examination of the employee.
- d. The report of the third physician shall be final and binding on all parties, and shall state whether the employee is physically fit to perform the duties of his position and whether he may safely be returned to work status. The third physician shall send a copy of his report to the Company physician and to the employee's personal physician within seven (7) days after examination, unless an extension is requested.
- e. The expense of the neutral physician's examination shall be shared equally by the Company and the employee.
- f. The review process described in this Paragraph C also applies to situations where an employee believes he can no longer perform the duties of his position and the Company disagrees.

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, shall receive severance pay, as provided in Paragraph 2 of this Article, but he shall receive no 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 accepts any other employment with the Company or refuses to accept a job in his own classification at his base or station. (See Article 9)
- c. The layoff is caused by an act of God, a war emergency, revocation of the Company's Operating Certificate, or involuntary grounding of a substantial number of Company aircraft.
- d. 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.
- e. He is dismissed for cause, resigns or retires.

2. In the event of a buyout, merger, transfer of title, etc., employees will be provided two (2) weeks pay for each full year of service, up to a maximum of eight (8) weeks pay. An employee shall receive his/her severance within five (5) days of layoff.

ARTICLE 19 - INSURANCE BENEFITS

1. The Company will maintain a health insurance Plan, and will not reduce or increase the total plan Company contribution in effect on the date this Agreement (70% of the total) except as provided in this Article.
2. If the annual increase in the total plan contribution is forecasted to increase more than 15% for the Company and the employees, then the Company will reduce overall Plan benefits as needed to bring the total plan increase to no more than 15% for that year.
3. 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.
4. Commencing on January 1, 2010, the Platinum POS 25 and Gold POS 15 options will be discontinued. Two (2) new Plan options will be offered in addition to the Select 20 and Select 10 options. A Basic Select option and a High Deductible with HRA option will be offered. The employee premium cost for the Basic Select will be lower than the Select 20 and Select 10 HMO options.
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 classes of employees under the terms, conditions and cost, as specified in the Company Crew Member Handbook.

ARTICLE 20 - GRIEVANCE PROCEDURE

1. In the event of a grievance arising over the interpretation or application of this Agreement (including disciplinary matters not involving loss of pay), the following procedure shall be followed:

a. First Step

- 1) The aggrieved employee must first present the matter to his manager for discussion and possible resolution. The employee may be represented during this discussion by his Union steward or his local Union representative. It is understood that any resolutions reached at this First Step of the grievance procedure by the manager, the employee, or the Union steward or the local Union representative shall not constitute a precedent of any kind unless otherwise agreed to by the Union and the Company in writing. Issues not discussed with the manager will not be subject to grievance under Paragraph 2) below.

- 2) If the complaint cannot be resolved through discussion with the employee's manager, the grievance shall be reduced to writing by the employee or his Union steward or his local Union representative, signed by the employee or his Union steward or local Union representative, and presented to the manager within seven (7) calendar days after either the employee or his Union steward or local Union representative reasonably would have knowledge of the incident upon which the grievance is based.

- 3) This grievance shall be answered in writing by the manager, who will forward a copy of his decision to the grievant and his Union steward or his local Union representative within seven (7) calendar days after the manager first receives the written grievance.

b. Second Step

- 1) If the written decision of the employee's manager does not satisfactorily resolve the issue, the employee or his Union steward or local Union representative may appeal the grievance to the Company's Director Labor Relations, provided such appeal is presented in writing within seven (7) calendar days after the written decision of the manager was presented to the grievant and his Union steward or local Union representative.
- 2) The Director Labor Relations shall then schedule a Second-Step hearing of the grievance as soon as practicable but no later than within ten (10) calendar days.
- 3) Within seven (7) calendar days following conclusion of the Second-Step Hearing, the grievance will be answered in writing by the Director Labor Relations, who will present a copy of his decision to the employee and to the employee's Union steward or local Union representative.

c. Third Step (System Board of Adjustment)

- 1) If the written decision of the Director Labor Relations does not satisfactorily resolve the issue, within fourteen (14) days after receipt of the decision the Union may appeal such decision to the System Board of Adjustment by serving written notice on the Company and Union System Board Members and on the Company's Vice President of Maintenance and Engineering.
- 2) The System Board of Adjustment shall be composed of one (1) Board Member designated by the Company and one (1) Board Member designated by the Union.
- 3) In hearing grievances involving discharge, the Board shall convene in the city where the discharge took place, unless the Company and Union mutually agree to another location. Otherwise, the Board shall convene in Atlanta, Georgia.
- 4) Employees of the Company who are on duty and are called as witnesses to appear before the System Board of Adjustment shall suffer no loss of pay.

d. Fourth Step (Arbitration)

- 1) If the System Board of Adjustment deadlocks, the grievance may be appealed to binding arbitration in accordance with Article 21. The Union must notify the Company's Director

Labor Relations of such appeal within thirty (30) days of the System Board deadlock decision.

2. Discharge and Disciplinary Procedure

- a. The Company shall not discharge or impose discipline involving loss of pay to a non-probationary employee until a fact-finding meeting is held between the employee's manager, the employee, and the employee's Union steward or local Union representative.
- b. The purpose of the fact-finding meeting is to interview pertinent witnesses, establish pertinent facts and circumstances, and determine possible resolutions. It is understood that resolutions reached at this level shall not constitute a precedent.
- c. The employee and his Union steward or local Union representative shall be provided at least five (5) calendar days advance notice of the fact-finding meeting, and the fact-finding meeting shall be scheduled within ten (10) calendar days of when the Company reasonably would have knowledge of the events on which the proposed disciplinary action is based.
- d. The Company retains the right to suspend an employee pending a fact-finding meeting. However, an employee subsequently found innocent of the charges will be compensated for all lost time from work.

- e. If the issue remains unresolved following the fact-finding meeting, the manager will render a written decision within five (5) calendar days of the conclusion of the meeting, with copies of the decision to the employee and his Union steward or local Union representative.
- f. If the written decision of the employee's manager does not satisfactorily resolve the issue, the decision may be appealed to the Second Step, Third Step (System Board of Adjustment), and Fourth Step (arbitration) of the grievance procedure in accordance with 1.b., 1.c., and 1.d. above.

3. General

- a. Failure on the part of an employee, the Union, or the Company to process a grievance, or file an appeal, or issue a decision within the stipulated time limits shall constitute a waiver of the failing party's position unless an extension of time has been mutually agreed to in writing.
- b. The Company recognizes the right of the Union to file a group grievance when the issue is common and identical to all those employees in the group.
- c. The Union recognizes the right of the Company to file grievances arising over interpretation or application of this Agreement. Such a grievance shall be filed directly with the President of Local 528, who will then answer the grievance within seven (7) calendar days following receipt. Should the answer not be satisfactory (or if no answer is provided), and the grievance is not otherwise resolved,

the Company may appeal the matter directly to the System Board of Adjustment for an expedited hearing to take place within seven (7) calendar days and, if necessary, to expedited arbitration under Article 21 within seven (7) calendar days. The Company shall utilize this procedure to the exclusion of seeking relief in state or federal courts to resolve disputes arising under the Railway Labor Act.

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 National Mediation Board to submit a list of seven (7) 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 seventh (7th) 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 issue 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 the 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.

ARTICLE 22 - NO STRIKE - NO LOCKOUT

1. The Company, the Union and the employees represented by the Union shall 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 the procedures under the Railway Labor Act. Any such prohibited activity, including 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, shall be construed to be an essential violation of this Agreement. Any employee engaging in such activity shall be subject to selective discipline up to and including discharge.

2. It is agreed that the Union, its representatives, officers, stewards and/or other officials are charged with an affirmative duty to maintain this Agreement and shall immediately take all reasonable and necessary steps to prevent or stop such illegal acts as quickly as possible. It is understood and agreed that the 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, shall be presumed to be for just cause.

3. The Union and the employees agree that, even after the amendable date of this Agreement, they shall not engage in any hand billing, picketing or boycott of a secondary employer.

4. The Company shall 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 classification, 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. Mechanics shall wear the approved uniform as prescribed in Company regulations and by local management while on duty. Mechanics will be furnished seven (7) sets of uniforms to assure that presentable uniforms can be maintained. The uniforms should conform to climate.
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 five (5) copies of the Labor Agreement.
5. Airline trip passes will be issued to qualified employees in accordance with the then existing Company policy. In the event the Company establishes a more favorable policy with other airlines 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 continue to 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 job covered by this Agreement except in emergencies, instructing or training of employees or troubleshooting. This provision does not apply to Line Maintenance Supervisor/Lead Mechanics. Further it is understood that Maintenance Shift Managers and the ATL Desk Shift Manager are considered to be management positions and persons filling these classifications may not perform the work of a Mechanic or Inspector except in emergencies, instructing or training of employees or troubleshooting.

9. 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 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.

10. If an employee’s regularly scheduled work shift begins on one (1) 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.

11. SAFETY EQUIPMENT AND TOOL BOX REIMBURSEMENT

In the event of the total loss of an employee’s tool box and its contents while the box is located at his home station, or, total loss of an employee’s tool box and its contents while the employee is traveling and/or working on an authorized field assignment, the employee will assume the first \$100.00 of the replacement cost

and the Company will provide up to the following amounts toward the balance of the replacement cost of the tool box:

1. \$2,000.00 for the loss of a "roll-away" toolbox.
2. \$1,000.00 for the loss of a "tote" box.

The benefit only applies to the entire loss of a tool box, its contents (it does not cover loss of individual tools) and only for tools required by the Company – the Company will furnish the Union with a required tool list.

In recognition that employees provide their own personal tool boxes, hand tools and certain other specialty tools used in the performance of their duties and also provide certain personal safety items/supplies used at work, each employee who is compensated for at least one-half ($\frac{1}{2}$) of the work hours in a pay period shall be reimbursed for these expenditures at the rate of \$27.50 per month. Commencing January 1, 2012, the reimbursement shall be increased to \$35.00 per month.

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.
- c. 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.
- d. 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 FAR's, or causes an employee to be on paid status less than 90 hours in a month.
- e. All trades must be within the same classification.
- f. Parties engaging in a trade that has not been previously approved will lose their day trade privileges.
- g. No additional premium pay or overtime will be involved because of any shift/day trade.

- h. No sick pay will be allowed in any shift/day trade.
- i. Shift trades will not be allowed at stations with more than thirty-five (35) employees.

15. Whenever the Company operates a charter, which requires that a mechanic accompany the charter, the Company will utilize the assignment procedure that is least expensive to the Company. Whenever the costs are the same for utilization of a given group of mechanics, the procedure described in Article 8 will be followed. In such cases, if the charter duty assignment is scheduled to commence more than four (4) hours before the oncoming shift, the field trip list of the on duty shift will be used to make the assignment; if the charter duty assignment is scheduled to commence four (4) hours or less before the oncoming shift, the field trip list of the oncoming shift will be used to make the assignment.

16. Employees temporarily assigned to work in a higher classification (e.g., RII), will be paid at the higher rate for all hours worked in the higher classification with a minimum of four (4) hours. Employees temporarily assigned to work in a lower classification will receive their regular base rate of pay. Higher and lower classifications are defined as any classification represented by the International Brotherhood of Teamsters (IBT). During the life of the current Agreement, Inspectors may be temporarily assigned to work in the lower classification of mechanic on a straight time basis only when such assignments are unplanned and unforeseen, and when there is a temporary insufficient amount of inspection work on a shift and all mechanics are being utilized and there is mechanic work for which the Inspector is qualified to perform.

17. Effective with the first full pay period following January 1, 2001, and in recognition of adjustments to the Article 15 Wage Rates made by the parties following the reaching of agreement on Article 15 Wage Rates, Atlanta based Mechanics and Inspectors shall not be assessed any charge for airport employee parking during the term of this Agreement.

18. Provided the Company has continued to produce quarterly operating profits, the Company will continue the practice of absorbing the lost straight time compensation and benefits expense for up to three (3) members who must miss work for direct contract negotiations for a reasonable period of time.

19. Due to the unique circumstances in Maintenance Control, notwithstanding anything to the contrary, other employees In Maintenance Control may perform the duties normally performed by a Maintenance Controller A&P to provide for the efficiency of operations. However, when there is at least 4 hours advanced notice that a Maintenance Controller will be absent from his shift, such other employees will not be permitted to occupy a Controllers position on that shift, unless all overtime opportunities have been exhausted. However, provided a 4 – 3 work week with 10 hour work days is being utilized in Maintenance Control, when there is at least 4 hours advance notice that a Maintenance Controller will be absent from his shift, due to a sick call, such other employees will not be permitted to occupy a Controllers position on that shift, unless all overtime opportunities have been exhausted. If the absence is due to planned vacation or other type of planned leave, the Shift Manager on duty will make the determination if overtime is needed based on the workload.

20. Notwithstanding anything to the contrary, other employees in the Maintenance Department may perform the duties normally performed by a Line Maintenance Supervisor/Lead Mechanic (except for the duties performed by a mechanic) to provide for the efficiency of operations. However, when there is at

least two (2) hours advance notice that a Line Maintenance Supervisor/Lead Mechanic will be absent from his shift, on an unplanned basis, the Company will endeavor to replace the absent Line Maintenance Supervisor/Lead Mechanic with overtime, unless there are a sufficient number of Line Maintenance Supervisor/Lead Mechanics on duty. If overtime cannot be obtained, the absent Line Maintenance/Supervisor Lead Mechanic may be replaced by the senior qualified mechanic on duty with override pay for that shift.

21. A & P Mechanics and Inspectors may be assigned to occupy the cockpit jumpseat in accordance with the Federal Aviation Regulations, Company policy, and other regulatory authority. During the term of this Agreement, the Company will not amend its jump seat policy without first advising the Union of the reasons therefore.

22. 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 of the discrepancy to either the Company or the Union.

23. Effective January 1, 2006 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 directly deposit normal bi-weekly pay checks.

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. The 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.

- a. 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.

- b. Time spent conducting other than handling grievances shall be considered nonwork hours for all purposes. Except where otherwise authorized in advance by the Company, time spent for attending to other union activities will be unpaid by the Company.

5. 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.

6. 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 work day of the employees initial new hire training period.

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 elect 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 absence 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 Section.

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.

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 a 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 of 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.

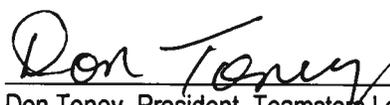
ARTICLE 27 - DURATION OF AGREEMENT

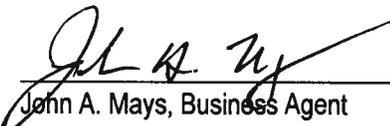
This Agreement shall become effective on October 1, 2009, except as otherwise provided herein. This Agreement shall thereafter continue in full force and effect until October 1, 2013, and shall renew itself without change until each succeeding October 1st thereafter, unless written notice of intended 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 October 1, 2013 or any October 1st thereafter.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 1st day of October, 2009 in Atlanta, GA.

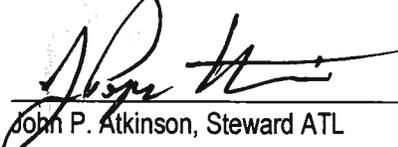
The International Brotherhood of Teamsters


David Bourne, Director, Airline Division


Don Toney, President, Teamsters Local 528


John A. Mays, Business Agent


Chad Blotske, Chief Steward


John P. Atkinson, Steward ATL


Gary Loffert, Steward ATL

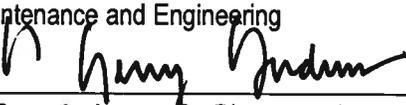

Joe Terzo, Steward ATL

AirTran Airways, Inc.

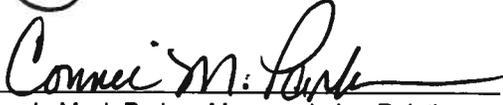

Stephen J. Kolski, Executive Vice President
Operations and Corporate Affairs


Klaus Goersch, Senior Vice President
Operations


Kirk Thornburg, Vice President
Maintenance and Engineering


H. Gerry Anderson, Sr. Director and
Labor Relations Counsel

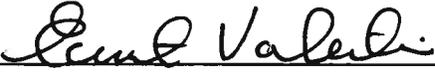

Jim Trebilcock, General Manager Maintenance


Connie Mack Parker, Manager Labor Relations

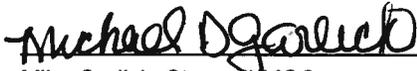
The International Brotherhood of Teamsters



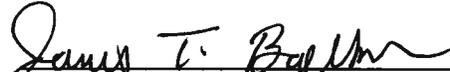
Lou Ruggiano, Steward MCO



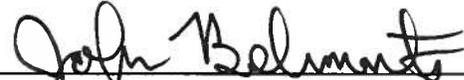
Earnest Valentine, Steward ATL



Mike Garlick, Steward MCO



James Balkum, Steward ATL



John Belmonte, Steward BWI



Hector Juarbe, Steward MCO



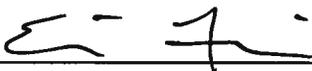
Tom Behan, Tech Support



John Howe, Steward FLL



Thomas Harris, Steward ATL



Eric Fisher, Steward DFW



Robert Underwood, Steward, ATL



Rich Johnson, HQ MOC

STEPHEN J. KOLSKI
SENIOR VICE PRESIDENT OPERATIONS

October 1, 2005

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

Dear Mr. Mays:

This will confirm our commitment to you during our recently completed negotiations concerning the staffing of Line Maintenance Supervisor/Lead Mechanics at MCO and ATL. Please be advised of the following:

The Company has reevaluated its determination regarding Line Maintenance Supervisor/Lead Mechanic staffing in accordance with Article 4 4.c. and will schedule a Line Maintenance Supervisor/Lead Mechanic on the day shift in MCO five days per week. Additionally, on the midnight shift in ATL, should the number of Line Maintenance Supervisor/Lead Mechanics on duty fall below (5) five, the Company will use the procedures set forth in Article 23, paragraph 20, to bring the number up to (5) five.

Sincerely,

/s/ Stephen J. Kolski

Stephen J. Kolski

October 1, 2009

Mr. John Mays, Business Agent
Local 528
International Brotherhood of Teamsters

Re: TRAX Bonus Days and Holidays

Dear Mr. Mays:

This reflects our agreement that beginning January 1, 2006 all mechanic and related employees hired on or before October 1, 2005 (the effective date of the 2005 Agreement) will be granted two (2) TRAX Bonus Days per year. Beginning January 1, 2010 all mechanic and related employees hired after October 1, 2005 but on or before October 1, 2009 will be granted two (2) TRAX Bonus Day per year.

As before, these two Bonus days must be taken by the end of the 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,

/s/ Stephen J. Kolski

Stephen J. Kolski
Executive Vice President Operations & Corporate Affairs
AirTran Airways

Agreed:

/s/ John Mays

John Mays, Business Agent
IBT Local 528
International Brotherhood of Teamsters

STEPHEN J. KOLSKI
SENIOR VICE PRESIDENT OPERATIONS

October 1, 2005

Mr. John Mays
Assistant Business Agent, Local 528
International Brotherhood of Teamsters
PO Box 161128
Atlanta, GA 30321

Dear Mr. Mays:

During negotiations of the October 1, 2005 collective bargaining agreement, it was agreed that for those employees hired on or after October 1, 2005, the Company may charge a premium of 25 percent over the standard employee contribution for health insurance to employees who smoke. When necessary, reasonable means may be used to verify the status of such employees as "smokers" or "non-smokers."

If the following properly reflects our agreement, please sign below.

Sincerely,

/s/ Stephen J. Kolski

Stephen J. Kolski
Senior Vice President Operations

Agreed:

/s/ John Mays

John Mays

October 2, 2000

Mr. Kenneth E. Hilbish
President — Local 528
International Brotherhood of Teamsters

Dear Mr. Hilbish:

This will confirm our discussions and understandings reached during the recent negotiations concerning Article 23, Section 16. Please be assured of the following:

First, should other Crafts and Classes of employees represented by the International Brotherhood of Teamsters at AirTran Airways file grievances over the application of Article 23, Section 16, the Company shall not utilize or otherwise attempt to use the language of Article 23, Section 16, to resolve the grievance or otherwise support its position.

Second, any grievance filed by employees in another craft or class represented by the IBT shall be resolved solely under the terms of the agreement covering that Craft or Class.

Third, these commitments apply even if such grievances proceed to the System Board of Adjustment, including final and binding arbitration.

Sincerely,

/s/ Stephen J. Kolski

Stephen J. Kolski

Senior Vice President Operations

October 2, 2000

Mr. Kenneth E. Hilbish
President — Local 528
International Brotherhood of Teamsters

Dear Mr. Hilbish:

This will confirm the understanding reached during our recently completed negotiations concerning the continuation of a Maintenance Technician Apprentice Program at AirTran Airways. Those understandings include:

1. Participants in the Program must be enrolled with an Aviation Trade School in a program leading toward the acquisition of an A&P/FCC license.
2. Participants shall not accrue any seniority under the Agreement until they have obtained their A&P/FCC licenses and have been accepted for employment by AirTran Airways as a Maintenance Technician.
3. Participants who obtain both their licenses must be accepted for employment within 48 hours or be dismissed. Those who are accepted for employment as a Maintenance Technician will not be subjected to the probationary period.
4. The program will consist of periods of practical study with periods of formal training (e.g., 6 months with AirTran followed by 6 months in school).
5. During the periods of practical study, the student will be assigned to an experienced mentor (one (1) mentor for one (1) student) who will evaluate the student's progress. Responsibilities of the mentor are:
 - a. Ensure the student is working within the program guidelines and policies.

- b. Review OJT forms in a timely manner.
- c. Counsel and guide the student as required.
- d. Oversee the student in any given task.
- e. Ensure the student is performing as much "hands-on" work as possible.
- f. Instruct the student on all safety-related procedures.

6. Students shall receive \$10.00 per hour for all hours in practical study. Students should not receive or accrue benefits under this Agreement. Shift differential pay will be given, if applicable.

7. The number of students in practical study at all areas shall not exceed 12 persons with the consent of the Union.

8. We agree to embody the above understandings into a formal Program Description which will only be issued after our joint approval.

Kindly indicate your concurrence with the foregoing by signing in the space provided below.

Sincerely,

/s/ Stephen J. Kolski

Stephen J. Kolski
Senior Vice President Operations

October 1, 2009

Mr. John Mays, Business Agent
Local 528
International Brotherhood of Teamsters

Dear John:

During negotiations leading to the Collective Bargaining Agreement effective October 1, 2009, it was agreed that should more than four weeks of annual vacation be made available to another Craft or Class of AirTran employees prior to the amendable date of this IBT Agreement, then that change in accrual shall be extended at the same time and in the same manner to those Employees covered by this Agreement.

It was also agreed that in Atlanta Line Maintenance, one additional employee may take DAT vacation per shift, provided no additional overtime is required as determined by Management. This handling will be continued for a period of one (1) year following the effective date of this Agreement and, if considered successful, will be continued. If not considered successful, this handling will either be modified by agreement with the Union or cancelled.

Sincerely,

/s/ Stephen J. Kolski

Stephen J. Kolski
Executive Vice President Operations & Corporate Affairs
AirTran Airways

Agreed:

/s/ John Mays

John Mays, Business Agent
Local 528
International Brotherhood of Teamsters

October 1, 2009

Mr. John Mays, Business Agent
Local 528
International Brotherhood of Teamsters

Dear John:

During negotiations leading to the Collective Bargaining Agreement effective October 1, 2009, it was agreed that continuous compliance with the space available boarding priorities established by Company policy was absolutely imperative. With this in mind:

1. No later than January 1, 2011, the Company will implement a system whereby an Employee, using the on-line self-booking tool, can view his placement on the space available standby list for a particular flight to compare his boarding priority relative to that of other space available standbys.
2. The Company will take whatever additional actions are necessary to insure that space available boarding priorities are consistently followed.

It was further agreed that any additional space available pass benefits, within the control of the Company, extended to any other represented employee group during the term of this Agreement will also be extended to Employees covered by this Agreement at the same time and in the same manner.

Sincerely,

/s/ Stephen J. Kolski

Stephen J. Kolski
Executive Vice President Operations & Corporate Affairs
AirTran Airways

Agreed:

/s/ John Mays

John Mays, Business Agent
Local 528
International Brotherhood of Teamsters

October 1, 2009

Mr. John Mays, Business Agent
Local 528
International Brotherhood of Teamsters

Dear John:

During negotiations leading to the Collective Bargaining Agreement effective October 1, 2009, it was agreed that should the Company agree to implement a ROTH 401(k) for any other craft or class, then that ROTH 401(k) plan will be extended at the same time and in the same manner to those Employees covered under this Agreement.

Sincerely,

/s/ Stephen J. Kolski

Stephen J. Kolski
Executive Vice President Operations & Corporate Affairs
AirTran Airways

Agreed:

/s/ John Mays

John Mays, Business Agent
Local 528
International Brotherhood of Teamsters

Company Attendance Policy

1. The following absences do not count as chargeable occurrences:
 - Qualified FMLA Leave
 - Military Leave
 - Jury Duty
 - Paid Bereavement Leave
 - Other Leaves Approved in Advance
 - TRAX Days
 - Pre-Scheduled Vacation
 - Pre-Scheduled Surgical/Diagnostic Procedures
 - Other Absences Approved in Writing by the Company

2. The steps in the Attendance process are:
 1. Discussion
 2. Notice of Concern
 3. Written Warning
 4. Final Written Warning
 5. Termination

3. Three (3) chargeable occurrences in a 12-month period of active service will result in a Discussion.

4. Following a discussion, three (3) additional chargeable occurrences during the next 12-months of active service will result in a Notice of Concern.

5. Following a Notice of Concern, three (3) additional chargeable occurrences during the next 12-months of active service will result in a Written Warning.

6. Following a Written Warning, three (3) additional chargeable occurrences during the next 12-months of active service will result in a Final Written Warning.

7. Following a Final Written Warning, three (3) additional chargeable occurrences during the next 12-months of active service will result in Termination.
8. Six months of active service with no chargeable occurrences will erase the previous step in the Attendance process. Twelve months of active service with no chargeable occurrences will result in a clean record.
9. The Company may request medical or other documentation to confirm the cause of an absence.
10. Failure to show up for work without advance notice (without providing notice to the Company at the earliest reasonable opportunity) will result in movement to the next step of the Attendance process.
11. Four (4) tardy events (clocking in more than six (6) minutes late) within any six (6) month period shall constitute a chargeable occurrence. Seven (7) tardy events within any twelve (12) month period shall also constitute a chargeable occurrence. Where there is more than one tardy event of over thirty (30) minutes in a twelve (12) month period, it will count as an occurrence.
12. This Attendance policy will not be changed by the Company without the prior consent of the Union.

Interpretations

- Q1. If an employee is absent from work three consecutive days, how many "chargeable occurrences" are there? How about thirty consecutive days?
- A1. Same answer to both questions. There is one occurrence. Consecutive days of absence without a break count as one occurrence.
- Q2. Where an employee accumulates "three (3) chargeable occurrences," is the Company required to automatically move the employee to the next step in the Attendance policy?

A2. No. The Company may, after consideration of the circumstances, exercise discretion not to move the employee to the next step. However, the exercise of such discretion in a particular case does not establish a precedent and is not be cited in the handling of other situations.

Q3. An employee accumulates three chargeable occurrences within eight months and is moved to the Discussion step of the Attendance process. Within the next eleven months, he accumulates three additional chargeable occurrences and is moved to the Notice of Concern step of the Attendance process. Two months later he has another chargeable occurrence. Then he goes six months without another chargeable occurrence. What is his status under the Attendance policy?

A3. He is at the Discussion step. Six months of active service without a chargeable occurrence erases the previous step in the Attendance process.

Q4. Same facts as above, but the employee goes twelve months without a chargeable occurrence. What is his status under the Attendance policy?

A4. His record is clean. Twelve months of active service without a chargeable occurrence earns the employee a clean record. Both the Notice of Concern and the Discussion step are erased.

Q5. Current Agreement rules require that:

“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.”

How does this rule interact with our “No Fault” Attendance policy?

A5. It has been agreed that this “doctor’s certificate” requirement will be enforced only where the company has some reasonable basis for questioning the legitimacy of the illness claim (e.g., where the employee has developed a pattern of absences adjoining days off, first day of hunting season, day after the Super Bowl, day before/after a holiday or vacation, etc.).

Q6. An employee starting with a clean record subsequently has two chargeable occurrences within four months. He then goes six months with no additional chargeable occurrences. What is his status under the Attendance policy?

A6. He has a clean record. The six months of active service without a chargeable occurrence erases the two chargeable occurrences. The next chargeable occurrence (if there is one) will start a new 12-month period.

Q7. An employee has a chargeable occurrence four months following receipt of a Notice of Concern. Four months later he has a second chargeable occurrence, but there is never a third chargeable occurrence within 12 months of the Notice of Concern. What is the employee's status under the Attendance policy?

A7. The 12-month period with two chargeable occurrences is a "push." If the employee had accumulated three chargeable occurrences within 12 months of the Notice of Concern, he would have moved to a Written Warning. If he had maintained a period of six months of active service without a chargeable occurrence, then the Notice of Concern would have been reduced to a Discussion. Since he did neither of these two alternatives, the Notice of Concern simply remains "as is" and a new 12-month period begins.