

**ARTICLE 42 - JOB SECURITY**

SYSTEM PROTECTION:

(a) The Company will guarantee employment (full time based on employee's status on March 1, 2001) and pay to any employee covered by this Agreement who was hired under this Agreement by the Company prior to March 1, 2001 and who was on the Company's active payroll on March 1, 2001, or on a Union leave of absence, or on an approved leave of absence for other reasons in accordance with the following provisions of this Article.

STATION PROTECTION:

(b) (NA)

(c) Notwithstanding the above provisions, the Company may lay off, in accordance with Article 15, employees protected by paragraph (a) or by paragraphs (a) and (c) or by paragraphs (a) and (d) above when the layoff is necessitated by any one or more of the following conditions:

- (1) An act of God,
- (2) A strike, picketing, work stoppage, slowdown, or other labor dispute by Company or outside employees resulting in a reduction of work,
- (3) A national war emergency,
- (4) Revocation of the Company's operating certificate or certificates,
- (5) Grounding of a substantial number of Company's aircraft for safety reasons,
- (6) A reduction in the Company's operations resulting from a decrease in available fuel supply or other critical materials caused either by governmental action or commercial suppliers being unable to meet the Company's demands.

(d) This Article does not in any way limit the Company's right to terminate or discipline a protected employee for just cause or disqualify a protected employee under the provisions of Article 39.

(e) An employee covered by paragraph (a) above (protected employee) and who is affected by a reduction in force will be afforded the provisions of Article 15(b)(1), (2), (4-local city only). He will also be afforded the provisions of Article 15(b)(3), (4-other than local city), provided the employee(s) to be displaced are not protected employees. No protected employee will be subject to displacement by employees not covered by paragraph (a) above (unprotected employee). A protected

employee who is affected by a reduction in force and who fails to exercise his options under Article 15 will be laid off, and forfeit his protected status. The seniority restrictions appearing in Article 15(b)(3) will not apply to protected employees.

(f) (N/A)

**Attachment 42.1 ~~One Time Relief from Job Security Provisions~~**

~~March 31, 2003~~

~~Mr. James C. Little  
International Administrative Vice President  
Director Air Transport Division  
Transport Workers Union of America, AFL-CIO  
1791 Hurstview Drive  
Hurst, Texas 76054~~

**One Time Relief from Job Security Provisions**

Dear Jim,

~~This will confirm our understanding reached during the negotiations leading up to the agreement signed on April 15, 2003.~~

~~During these negotiations, the parties agreed to lift the system job protection provision of the various agreements to enable the Company to reduce the number of employees in each title group by the number required to reach the negotiated costs savings. The chart below illustrates the number of reductions by title group. Additionally, we have listed the newly established system job protection dates that will be in effect once the reductions associated with the changes have been completed.~~

<u>Title Group</u>	<u>Number of Reductions</u>	<u>Title Group</u>	<u>Number of Reductions</u>
Title I	1371	Technical Specialists	8
Title II	0	Flight Dispatchers	5
Title III	1856	Ground/Simulator Instructors	110
Title IV	Included in Title III	Meteorologists	0
Title V-57		Simulator Technicians	9

~~Following the reduction of the above number of employees, the parties agreed to modify the dates of system protection for the remaining employees to the dates indicated below. In addition, the date may be adjusted either backward or forward at the conclusion of the applicable reductions and must be agreed to by both parties.~~

<u>Title Groups</u>	<u>New System Protection Date</u>
Title I and Title III	September 24, 1998
Ground/Simulator Instructors	March 01, 1998
Simulator Technicians	August 23, 1999
All Others	March 01, 2001

Sincerely,

~~James B. Weel  
Managing Director~~

**Employee Relations**

~~Agreed to this date:~~

~~James C. Little  
International Administrative Vice President  
Director Air Transport Division  
Transport Workers Union of America, AFL-CIO~~