

ARTICLE 42 – JOB SECURITY

SYSTEM PROTECTION:

(a) Except as provided in Attachment 42.1, the Company will guarantee employment (full time/part time status based upon employee's status on September 24, 1998, for Title Group I and March 01, 2001, for Title Group II) and pay to any employee covered by this Agreement who was hired under this Agreement by the Company prior to September 24, 1998, for Title Group I and March 01, 2001, for Title Group II, and who was on the Company's active payroll on September 24, 1998, for Title Group I and March 01, 2001, for Title Group II, or on a Union leave of absence, or on an approved leave of absence for other reasons (provided such employee has an Occupational Seniority date more senior than the least senior protected employees in his classification at the station/base upon his return to active payroll) in accordance with the following provisions of this Article. In addition, an employee, as defined above, will not be involuntarily reduced to a lower classification than that classification he occupied on September 24, 1998, for Title Group I and March 01, 2001, for Title Group II; however, such classification guarantee does not apply to any bid classification (Crew Chiefs, Inspectors, and Technical Crew Chiefs). The classification guarantee for Inspectors, Crew Chiefs, and Technical Crew Chiefs will be the next lower non-bid classification (e.g., Inspector to Mechanic, Crew Chief, and Technical Crew Chief to his next lower non-bid classification).

STATION PROTECTION:

(b) All employees who on February 11, 1983, were on the Company's active payroll and who on September 1, 1985, are actively employed/based at the following station(s)/base (or who relocate to such station(s)/base and who are senior to the least senior station/base protected employee in his classification at such station(s)/base), and provided that they hold the same classification they held on February 11, 1983, will, in addition to the classification and status protections afforded in paragraph (a) above, be protected against layoff from their one-station complex/base unless all flight operations cease at that one-station complex or the Tulsa Maintenance Base is closed:

- |  |                |
|--|----------------|
| Tulsa Maintenance Base<br>and Station (TULE and TUL)                         | St. Louis      |
| Dallas/Fort Worth (DFW,<br>Flight Academy, Learning<br>Center, SRO, and HDQ) | Salt Lake City |
| Chicago (ORD and MDW)  | Tucson         |
| New York (JFK, LGA, and EWR)   | El Paso        |
| Los Angeles (LAX and ONT)  | Indianapolis   |
| Boston   | Baltimore      |
| San Diego  | Cincinnati     |
| Phoenix  | Cleveland      |
| Washington/Dulles  | Philadelphia   |
|  | San Juan       |
|  | Las Vegas      |
|  | Oklahoma City  |

Houston  
San Francisco  
Detroit  
Buffalo  
Little Rock  
Columbus  
Pittsburgh

Memphis  
San Antonio  
Nashville  
Rochester  
Albany  
Hartford  
Syracuse

(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 (b) 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), (3) and (5-local city only). He will also be afforded the provisions of Article 15(b)(4) and (5-other than local city), provided the employee to be displaced is not a protected employee. 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) and (b)(4) will not apply to protected employees.

(f) An employee covered by this job security provision who accepts or transfers to a part time position or voluntarily transfers to a lower classification will thereafter be guaranteed only a part time position or lower classification position as applicable.

(g) The attachments on the following pages ~~are~~ **is** agreed to by the parties and ~~are~~ **is** incorporated as part of the Agreement.

~~ATTACHMENT 42.1 – ONE TIME RELIEF FROM JOB SECURITY PROVISIONS~~

~~From: James B. Weel  
To: James C. Little  
Re: One Time Relief from Job Security Provisions~~

~~March 31, 2003~~

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

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

~~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. The new date must be agreed upon by both parties, if not, the dates listed will be imposed.~~

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

~~(Signed original on file)~~

ATTACHMENT 42.1~~2~~ – RIF FOR SYSTEM PROTECTED EMPLOYEES

From: Mark Burdette  
To: John Orlando  
Re: RIF For System Protected Employees

January 19, 1996

You have raised the question as to the reduction in force procedures in the current environment of increased job protection, and our other commitments during negotiations regarding discontinued and new classifications. I believe that the following interpretation is contractually correct, and mutually accepted:

1. A system protected employee can displace a non-protected employee at another station. A system protected employee cannot displace another system protected employee at another location.
2. A protected employee can displace another employee in a lower classification at his/her station, even if the employee in the lower classification is also protected.

This means, for example, that a Plant Maintenance Mechanic in Nashville could displace a Building Cleaner in Nashville, even though the Building Cleaner is also protected.

3. In discussing and agreeing to the discontinuation of the Building Cleaner classification, and the placement of those incumbent employees in the Cabin Cleaner classification, we did commit that Building Cleaners would not be forced to relocate as a result of this action. That commitment does not extend to relocation as a result of displacement by a more senior employee, nor to schedule related reductions which may be required.

Therefore, for example, a Plant Maintenance Mechanic displacing a junior Building Cleaner could cause the Building Cleaner to be displaced to a vacancy on the system, or to displace an unprotected junior Building Cleaner at another location.

(Signed original on file)