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MECHANICS SENIORITY INTEGRATION AGREEMENT BETWEEN THE
SOUTHWEST AIRLINES MECHANICS, REPRESENTED BY THE AIRCRAFT
MECHANICS FRATERNAL ASSOCIATION,
THE AIRTRAN MECHANICS, REPRESENTED BY
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AND SOUTHWEST AIRLINES CO.

It is hereby agreed between the undersigned parties:

1. AirTran and Southwest Mechanics and Related Employees ("Mechanics"), excluding Southwest Airlines Appearance Technicians, shall be integrated into a single seniority list on the basis of their date-of-entry into the category as defined in the Southwest Airlines Mechanic Agreement (i.e., classification seniority date shown in Article 9 of the AirTran Mechanic, and GSE Agreements and category seniority date shown in the Southwest Airlines Mechanic Agreement); provided that all Southwest Mechanics employed by Southwest Airlines on May 2, 2011, shall be placed on the integrated list based on the crediting of an additional four (4) years of category seniority to their existing category seniority date. AirTran Maintenance Instructors will be subject to the provisions of SWA Mechanic and Related LOA #6. The parties agree that LOA #6 permits the retention of previous Mechanic seniority as provided in Article 9 paragraph 11 of the SWA Mechanic and Related Agreement.

2. Until the date of ratification of the collective bargaining agreement following the next collective bargaining agreement, Southwest Airlines shall not involuntarily displace Mechanics from the BWI and MCO Stations:
 - (a) provided that, in accordance with Article 10, the Company may abolish within seven (7) days a position for which there is a permanent vacancy that has not been filled pursuant to the provisions of Articles 5 and 10, and
 - (b) provided further that, in the event of a reduction of flights at BWI or MCO by at least 20% set from SOC, as measured on a rolling twelve (12) month year over year basis at either of these locations, the Company reserves the right to realign the station experiencing the reduction of flights to meet operational demand. In all other respects, these positions shall be subject to the provisions of the Southwest Mechanics collective bargaining agreement Articles 5 and 10.

Any reductions at these stations shall remain subject to Letter of Agreement #1 paragraph 4 of the Southwest Mechanics CBA.

3. Upon the effective date of this Agreement, the Letter of Agreement between AMFA and Southwest dated March 29, 2011, shall be null and void.

4. This Agreement shall become effective only upon ratification of both this Agreement, and the Unions' respective Transition Agreements, by the Unions' respective members. Any disputes arising under this Agreement shall be subject to the dispute resolution procedures provide for under Articles 21 and 22 of the Southwest Mechanics collective bargaining agreement.
5. The IBT and AMFA shall each commence their respective ratification votes for this Agreement and their Transition Agreements on May 21, 2012 and results of such ratification votes shall be announced on June 21, 2012.
6. Within fourteen (14) days of successful ratification votes by AMFA and the IBT, the Unions shall petition the National Mediation Board for a single carrier ruling with respect to the merger of AirTran and Southwest.
7. At the time the IBT ceases to represent the craft or class of Mechanic and Related Employees at AirTran, and AMFA is certified to represent the post-merger, combined craft or class, the Southwest Mechanics collective bargaining agreement shall be extended to cover the former AirTran employees.

Southwest Airlines Company
Jim Sokol

Aircraft Mechanics Fraternal Association
Louie Key

Chris Moore, International Representative
International Brotherhood of Teamsters, Airline Division

Johnny Edwards, Business Agent, Teamster Local 528