

AA/TWU TECHNICAL SPECIALIST

COMPANY COMPREHENSIVE  
PROPOSAL

FEBRUARY 23, 2010

# CONTENTS

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- OPEN ARTICLES
- LETTERS OF MEMORANDUM
- LIST OF TENTATIVELY AGREED UPON ARTICLES
- ATTACHMENTS

# COMPANY PROPOSALS

## ARTICLE 1 – RECOGNITION AND SCOPE

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- INCLUDE WORKING TOGETHER LANGUAGE (SEE ATTACHMENT 1)
- EAGLE ASM LETTER MODIFICATION (SEE ATTACHMENT 2)

# COMPANY PROPOSALS

## ARTICLE 3 - HOURS OF WORK

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- **PROPOSE 6/3, 8.3 HOUR, WORK SCHEDULE (2001 LANGUAGE, SEE COMPANY HANDOUT – ARTICLE 3.6 DATED 4/14/2009)**

# COMPANY PROPOSAL

## ARTICLE 4 – COMPENSATION

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- DOS 3.0% LUMP SUM
- DOS + 12 MOS 3.0% LUMP SUM\*
- DOS + 24 MOS 2.0% LUMP SUM\*
- DOS + 36 MOS 2.0% LUMP SUM\*

**NOTE: \*CONVERTIBLE IN WHOLE OR IN PART TO A STRUCTURAL INCREASE TO RETAIN AA'S RELATIVE STANDING OF THE TWU'S MAX HOURLY CHART RATE AS COMPARED TO THE MAX HOURLY CHART RATES(S) OF US, UA**

**\*\*APPROXIMATE GROSS AMOUNTS (EXAMPLES SHOWN AT MAX RATES)**

**THE LUMP SUM IS A PERCENTAGE OF THE CHART RATE PLUS PREMIUMS ANNUALIZED AS FOLLOWS AND IS PENSIONABLE:**

**DOS & DOS + 12 3.0% LUMP SUM**

**3.0%**

**TECHNICAL SPECIALIST**

**2080 HOURS x (\$31.09 + \$5.00 + \$.55 + \$.30) \$36.94 = \$76,835 x .03 = \$2,305 \*\***

# COMPANY PROPOSAL

## ARTICLE 4 – COMPENSATION

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- DOS + 24 & 36      2.0% LUMP SUM\*

**NOTE:**      \*CONVERTIBLE IN WHOLE OR IN PART TO A STRUCTURAL INCREASE TO RETAIN AA'S RELATIVE STANDING OF THE TWU'S MAX HOURLY CHART RATE AS COMPARED TO THE MAX HOURLY CHART RATES(S) OF US, UA

**\*\*APPROXIMATE GROSS AMOUNTS (EXAMPLES SHOWN AT MAX RATES)**

**THE LUMP SUM IS A PERCENTAGE OF THE CHART RATE PLUS PREMIUMS ANNUALIZED AS FOLLOWS AND IS PENSIONABLE:**

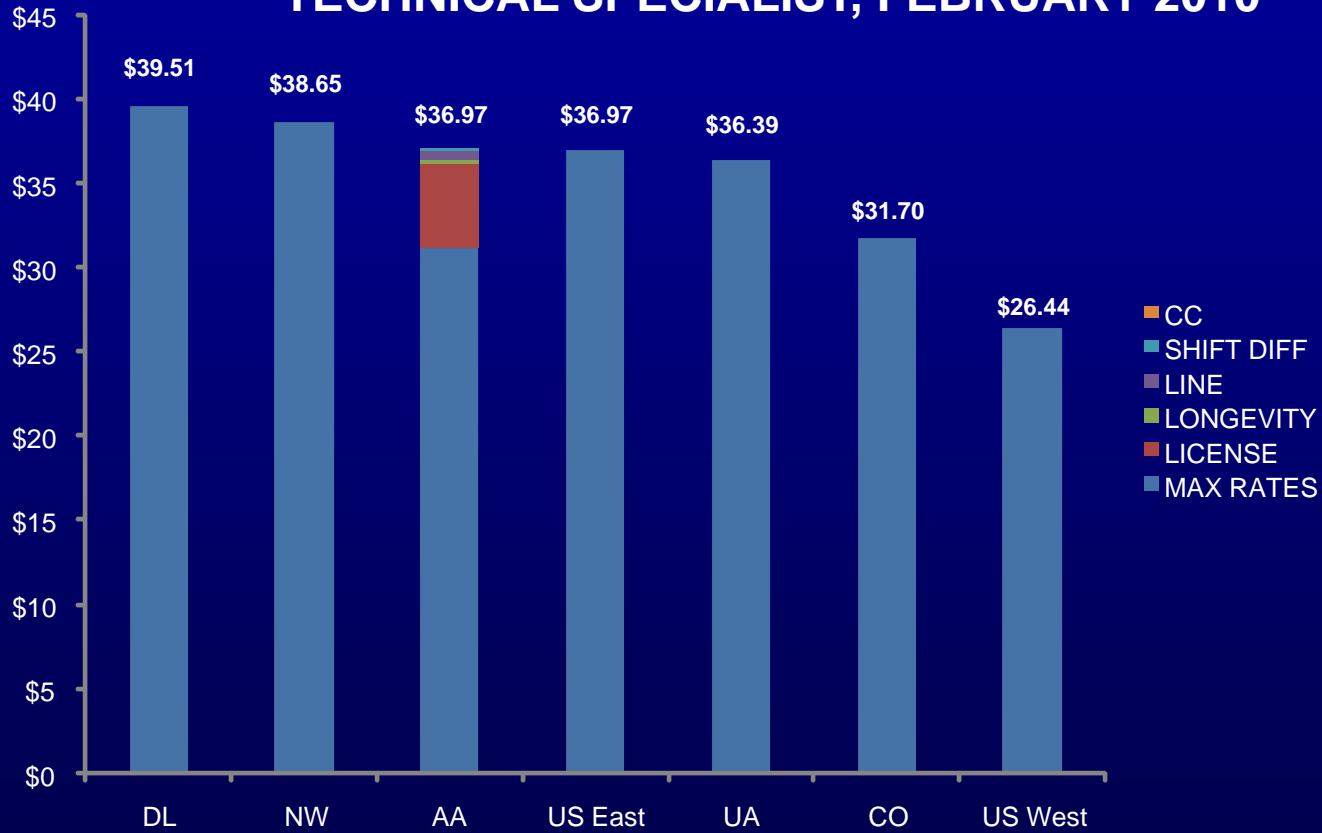
**2.0%**

**TECHNICAL SPECIALIST**

**2080 HOURS x (\$31.09 + \$5.00 + \$.55 + \$.30) \$36.94 = \$76,835 x .02 = \$1,537 \*\***

# COMPANY PROPOSAL

## MAX FULL-UP HOURLY PAY RATES TECHNICAL SPECIALIST, FEBRUARY 2010



# COMPANY PROPOSAL VARIABLE COMPENSATION

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- **MUTUALLY COMMIT TO DEVELOP A VARIABLE COMPENSATION (GAIN SHARING) PLAN FOR EACH AGREEMENT, PRIOR TO THE AMENDABLE DATE, WHICH IS BASED ON THE FOLLOWING PRINCIPLES:**
  - **SIMPLE AND EASILY UNDERSTOOD BY EMPLOYEES**
  - **FISCALLY RESPONSIBLE (SELF FUNDED)**
  - **PERFORMANCE BASED**
  - **CONNECTED TO EMPLOYEE ACTION: “LINE OF SIGHT”**
  - **TIED TO CORPORATE AND LOCAL BUSINESS RESULTS**
  - **STRUCTURED TO MOTIVATE CONTINUOUS IMPROVEMENT**

# COMPANY PROPOSALS

## ARTICLE 5 – SHIFT DIFFERENTIAL & TEST HOP

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- ENHANCE TEST HOP INSURANCE FROM \$100K TO \$150K

## **COMPANY PROPOSALS ARTICLE 6 – OVERTIME**

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- **CURRENT BOOK (EXCEPT FOR 6/3, 8.3 HOUR WORK DAY WORDING, SEE COMPANY HANDOUT – ARTICLE 6.2 DATED 4/14/2009)**

# COMPANY PROPOSAL

## ARTICLE 7 – HOLIDAYS

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### MODIFY ARTICLE 7 AS FOLLOWS:

- INCREASE NUMBER OF HOLIDAYS AS FOLLOWS:
  - ADD MEMORIAL DAY AND THE FRIDAY AFTER THANKSGIVING EFFECTIVE 2010
  - ADD MARTIN LUTHER KING DAY EFFECTIVE 2011
- INCREASE HOLIDAY WORK RATE FROM 1.5x TO 2.0x EFFECTIVE DOS
- MODIFY HOLIDAY PROVISION FROM “AUTOMATICALLY OFF” UNLESS REQUIRED, TO “AUTOMATICALLY REQUIRED”

# COMPANY PROPOSAL

## ARTICLE 8 – VACATION

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- **ALL EMPLOYEES WITH LESS THAN 10 YEARS CAN ACCRUE UP TO 80 HOURS OF VACATION TIME PER YEAR**

# COMPANY PROPOSALS

## ARTICLE 12 – PROMOTIONS AND JOB POSTINGS

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- **AUTOMATE PROMOTIONS AND TRANSFER SYSTEM**

# COMPANY PROPOSALS

## ARTICLE 21 – ROTATION OF SHIFTS

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- **CURRENT BOOK (EXCEPT FOR 6/3, 8.3 HOUR WORK DAY WORDING, SEE COMPANY HANDOUT – ARTICLE 21.3 DATED 4/14/2009)**

# **COMPANY PROPOSALS**

## **ARTICLE 26 – FIELD WORK**

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- **BEGIN TIME SPENT ON F/T TO INCLUDE 60 MINUTES PRIOR TO FLIGHT DEPARTURE VERSUS 30 MINUTES TODAY**
- **TECH SPECIALISTS MAY WORK MULTIPLE AIRCRAFT WHILE AT A STATION DOING FIELD WORK**
- **TECH SPECIALISTS IN TRAINING CONSIDERED INELIGIBLE FOR FIELD TRIP AND NOT BE CHARGED**

**(SEE COMPANY HANDOUT – ARTICLE 26.3 DATED 4/14/2009)**

# COMPANY PROPOSAL

## ARTICLE 34 – SICK LEAVE

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### 2010

- **MODIFY ACCRUAL RATE FOR 2010 TO REFLECT AN INCREASE TO SIX (6) DAYS (TO BE CREDITED FOR USE IN 2011)**

### 2011

- **MODIFY ACCRUAL RATE FOR 2011 AND THEREAFTER TO REFLECT AN INCREASE TO EIGHT (8) DAYS (TO BE CREDITED FOR USE IN 2012)**
  
- **NOTE ONE DAY EQUALS 8 HOURS**

# **COMPANY PROPOSAL**

## **ARTICLE 40 – RETIREMENT BENEFITS**

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- **FOR NEW HIRES PROVIDE A DEFINED CONTRIBUTION PLAN:**

**ALL TECHNICAL SPECIALIST EMPLOYEES HIRED AFTER THE EFFECTIVE DATE OF THE AGREEMENT WILL AUTOMATICALLY BE ENROLLED IN SUPER SAVER PLUS 401(k) PLAN AND WILL RECEIVE A COMPANY PROVIDED MATCHING CONTRIBUTION AFTER COMPLETION OF ONE YEAR ELIGIBILITY SERVICE**

**ENROLLMENT WILL REFLECT AN AUTOMATIC 3% EMPLOYEE CONTRIBUTION; EMPLOYEE CAN INCREASE OR DECREASE AND CHANGE INVESTMENT SELECTION AT ANYTIME**

**EMPLOYEE CONTRIBUTION WILL INCREASE 1% EACH YEAR UNTIL 5.5% EMPLOYEE CONTRIBUTION IS ACHIEVED; EMPLOYEE CAN INCREASE OR DECREASE AT ANYTIME**

**COMPANY WILL MATCH THE EMPLOYEE CONTRIBUTION DOLLAR FOR DOLLAR UP TO 5.5% OF PENSIONABLE PAY UPON MEETING ELIGIBILITY REQUIREMENTS**

**EMPLOYEES HIRED AFTER EFFECTIVE DATE OF AGREEMENT WILL NOT BE ELIGIBLE FOR DEFINED BENEFIT PLAN**

# COMPANY PROPOSAL

## ARTICLE 41 – GROUP INSURANCE CONTRIBUTIONS

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### RETIREE MEDICAL

CREATE A JOINT COMMITTEE TO EXPLORE THE FORMATION OF A VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) TRUST FOR RETIREE MEDICAL TO BE ADMINISTERED BY THE TWU  
(SEE ATTACHMENT 3)

### CURRENT RETIREES

NO CHANGE TO CURRENT PLANS

### CURRENT EMPLOYEES

REFUND EMPLOYEE PREFUNDING BALANCES

EMPLOYER PREFUNDING CONTRIBUTIONS WILL CEASE DATE OF SIGNING

# COMPANY PROPOSAL RETIREE MEDICAL

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- PRE-65 RETIREE MEDICAL PLAN
- MONTHLY POST FUNDING RETIREE MEDICAL PREMIUMS WILL MATCH THE CURRENT 25% OF RETIREE MEDICAL PLAN COSTS
- MONTHLY POST FUNDING RETIREE MEDICAL PREMIUMS WOULD COMMENCE FOR RETIREMENTS ON OR AFTER 1/1/2010 (SUBJECT TO CHANGE DUE TO TIMELINE OF IMPLEMENTATION PLAN)
- TERMS OF RETIREE MEDICAL WILL BE NO LESS FAVORABLE THAN THE RETIREE MEDICAL PLAN DESIGN, ELIGIBILITY, AND CONTRIBUTIONS OFFERED TO MANAGEMENT
- AGE 65 AND OVER RETIREE MEDICAL PLAN
  - AFTER AGE 65, A COMPANY SPONSORED, GUARANTEED ISSUE, EMPLOYEE PAID MEDIGAP PLAN WILL BE AVAILABLE IN LIEU OF THE CURRENT AGE 65 AND OVER RETIREE MEDICAL PLAN

# COMPANY PROPOSAL RETIREE MEDICAL

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## EMPLOYEES HIRED AFTER DATE OF SIGNING

**UNDER AGE 65 PLAN:**

**EMPLOYEE PRE-FUNDING DOES NOT APPLY**

**EMPLOYEES WILL BE PROVIDED GUARANTEED ACCESS TO U65 RETIREE MEDICAL WITH NO COMPANY SUBSIDY.**

**OVER AGE 65 (ELIGIBLE FOR MEDICARE COVERAGE) PLAN:**

**REPLACED BY A COMPANY SPONSORED, GUARANTEED ISSUE, EMPLOYEE PAID MEDIGAP PLAN.**

# COMPANY PROPOSALS

## ARTICLE 42 – JOB SECURITY

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- **MODIFY SYSTEM AND STATION PROTECTION AS NECESSARY TO ALLOW THE IMPLEMENTATION OF WORKRULE CHANGES**

# COMPANY PROPOSAL

## ARTICLE 47 – DURATION OF AGREEMENT

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- **DOS + 4 YEARS**
  - **MODIFY ARTICLE 47 TO REFLECT A FOUR (4) YEAR DURATION FROM DOS**
  - **PROVIDE AN EARLY OPENER PROVISION THAT ALLOWS EITHER PARTY TO SERVE NOTICE NO EARLIER THAN SIX (6) MONTHS FROM THE AMENDABLE DATE**

# COMPANY PROPOSAL NEW PROFIT SHARING PLAN

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- **THE PLAN ACCUMULATES:**
  - **30% OF THE FIRST \$250M**
  - **25% OF \$250M TO \$500M**
  - **20% OF >\$500M**
- **PLAN IS UNCAPPED**
- **PAID AS A PERCENTAGE OF EARNINGS TO TOTAL LABOR EXPENSE**
- **SUPPLEMENT EXISTING PROFIT SHARING PLAN WITH THE ABOVE EARNINGS THRESHOLD**
- **REPLACES AIP PLAN**
- **EFFECTIVE FOR THE 2010 YEAR AND THE DISBURSEMENT OF THE PLAN, IF APPLICABLE WILL BE IN MARCH OF THE FOLLOWING YEAR.**

# COMPANY PROPOSAL PROFIT SHARING PAYOUT – EMPLOYEE’S PERSPECTIVE TECHNICAL SPECIALIST

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PRE-TAX PROFIT (MM)	NEW PROFIT SHARING PLAN	OLD PROFIT SHARING PLAN	VARIANCE
\$ -	\$ -	\$ -	\$ -
\$ 250	\$ 1,531	\$ -	\$ 1,531
\$ 500	\$ 2,807	\$ -	\$ 2,807
\$ 1,000	\$ 4,848	\$ 1,520	\$ 3,329
\$ 1,250 *	\$ 5,869	\$ 2,279	\$ 3,589

**\* INCLUDES THE AIP FINANCIAL COMPONENT**

# COMPANY PROPOSALS LETTER OF MEMORANDUM

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- MAJORITY OF THE LETTERS ARE AGREED UPON, HOWEVER SOME LETTERS STILL NEED FURTHER DISCUSSION

# COMPANY PROPOSAL TENTATIVE AGREEMENTS

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## AGREEMENT TO INCLUDE ALL PREVIOUSLY TA'D ARTICLES

- ARTICLE 2 – DEFINITIONS
- ARTICLE 9 – PROBATIONARY PERIOD
- ARTICLE 10 – SENIORITY
- ARTICLE 11 – CLASSIFICATIONS AND QUALIFICATIONS
- ARTICLE 13 – SYSTEM SENIORITY LIST
- ARTICLE 14 – LOSS OF SENIORITY
- ARTICLE 15 – REDUCTION IN FORCE
- ARTICLE 16 - RECALL
- ARTICLE 17 – LEAVES OF ABSENCE
- ARTICLE 18 – MILITARY LEAVE
- ARTICLE 19 – TERMINATION OF EMPLOYMENT
- ARTICLE 20 – BULLETIN BOARDS
- ARTICLE 22 – REGULAR AND RELIEF ASSIGNMENTS
- ARTICLE 23 – TRAINING
- ARTICLE 24 – ABSENCE FROM DUTY
- ARTICLE 25 – RECALL AND CALL-IN WORK
- ARTICLE 27 – GENERAL

# COMPANY PROPOSAL TENTATIVE AGREEMENTS

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- **ARTICLE 28 – NO DISCRIMINATION, AND RECOGNITION OF RIGHTS AND COMPLIANCE**
- **ARTICLE 29 – REPRESENTATION**
- **ARTICLE 30 – DISMISSAL**
- **ARTICLE 31 – GRIEVANCE PROCEDURE**
- **ARTICLE 32 – BOARDS OF ADJUSTMENT**
- **ARTICLE 33 – NO STRIKE – NO LOCKOUT**
- **ARTICLE 35 – TEMPORARY EMPLOYEES**
- **ARTICLE 36 – MEAL PERIODS**
- **ARTICLE 37 – SEVERANCE ALLOWANCE**
- **ARTICLE 38 – UNION SECURITY**
- **ARTICLE 39 – PHYSICAL EXAM**
- **ARTICLE 43 – PART-TIME EMPLOYEES**
- **ARTICLE 44 – MOVING EXPENSES/OPTIONAL SEVERANCE FOR PROTECTED EMPLOYEES**
- **ARTICLE 45 – ONE STATION AGREEMENTS**
- **ARTICLE 46 – EFFECT ON PRIOR AGREEMENTS**