

ARTICLE 12 – PROMOTIONS AND TRANSFERS

Higher Capacity Positions - Crew Chief, Temporary Crew Chief, Inspector

(a) Qualifications for promotion **to a Higher Capacity Position** will be established by the Company and include such reasonable measurable standards as are beneficial to the efficiency of the Company's operations and to the employees. Additionally, a successful candidate must demonstrate his ability to speak, read and write English fluently. To be considered eligible for promotion to a Crew Chief or Technical Crew Chief vacancy in San Juan, Puerto Rico, a candidate must demonstrate his ability to speak fluently both English and Spanish.

(b) After the provisions of Article 46 (One Station Agreement) have been exhausted, subsequent vacancies will be subject to **the selection process outlined in this Article:**

(1) Notices of Higher Capacity vacancies will be posted via the Automated Higher Capacity System which is accessible on JetNet. The notice of vacancy will state whether the vacancies or jobs are expected to be regular or temporary, the number of jobs to be filled, the station or location, and will specify a deadline date (closing date) for submission for Higher Capacity Positions. The closing date will be ten (10) calendar days after the posting date. Employees may only submit Requests for Promotion (RFP) via the Automated Higher Capacity System by the closing date.

(2) An employee submitting a RFP for more than one position will indicate the order of his preference on each submission, and if he is the senior candidate for more than one position, he will have the opportunity to qualify only for the position ranked highest in his preference.

(3) One (1) day after the closing, the Company will post, via the Automated Higher Capacity System, the name and seniority date of the successful candidate based on Occupational Seniority. Employees will have twenty four (24) hours to decline the promotion via the on-line tool. Failure to accept or decline the award will result in automatic acceptance of the position. If the promotion is declined, the employee will be ineligible to submit an RFP for the same classification, Higher Capacity Position, for a period of twelve (12) months. Once an employee has accepted he will be scheduled for qualification testing as required in accordance with paragraph (d).

If an employee fails to report after being awarded the position he will be ineligible for any Higher Capacity Position for twelve (12) months.

(4) Selection criteria for Technical Crew Chief will be awarded in accordance with Article 11.

(5) Qualifying tests may be conducted at any station where the necessary personnel and equipment are available. If an employee is required to take a test at any station other than his base station, travel expenses will be authorized in accordance with the appropriate Company **Regulations Policy.**

(c) Eligibility Periods

An employee, who is selected to fill any Higher Capacity position, excluding Temporary Crew Chief positions, may not submit another request for any Higher Capacity position for twelve (12) months from the date he reports. If an employee fails to report after accepting the position he will be ineligible for any Higher Capacity position for twelve (12) months.

(d) Crew Chief / Temporary Crew Chief / Inspector

Prior to reporting, the candidate must successfully complete all applicable qualification tests and meet the physical requirements associated with the position.

(1) An employee who has been selected as a Crew Chief / Temporary Crew Chief / Inspector will have a trial period of one hundred eighty (180) days. The employee's performance will be evaluated by a panel composed of an equal number of Management and TWU representatives. The TWU representatives will be designated by the Local President. The review periods will be conducted after sixty (60), ninety (90), and one hundred twenty (120) days or more frequently if necessary. If performance reviews indicate unacceptable performance, and steps to correct performance have failed, nothing prohibits demotion prior to 180 day trial period completion.

(2) The trial period and applicable premium will begin the first day an employee reports to duty or accepts the position if at his current station. A new trial period will be required each time an employee changes test areas. Trial periods may be extended to cover any approved leave of absence granted during the trial period.

(3) If the employee fails to meet performance expectations, he will be demoted and returned to his Basic Classification at his previous station. He may also fill any system vacancy, excluding any Higher Capacity position, which his qualifications and seniority will allow. During the trial

period, an employee may request to demote from the Higher Capacity Position. The options available to the employee are the same as those of an involuntary demotion. In the event the decision to retain or demote is not unanimous the decision of the Company will be final and binding. The demotion will not be subject to the grievance process.

(4) The Company will furnish space-available transportation for the **successful candidate** and for the members of his immediate family, to the extent permitted by law, from the point from which he is transferring to the **new location/station**. Other expenses incidental to such transfer will be borne by the employee.

(e) Temporary Crew Chief

A Temporary Crew Chief can be selected for a special assignment or known long term vacancy for a period not to exceed one (1) year. The Temporary Crew Chief position will be selected from candidates within the Basic Classification and station where the vacancy exists. Temporary Crew Chief vacancies will be filled utilizing the same selection process described above.

At the completion of the temporary assignment, the employee will be returned to his former Basic Classification and dock/shop.

(f) Acting Crew Chief

In the absence of a regularly assigned Crew Chief or while in the process of filling an existing or newly created Crew Chief position, an Acting Crew Chief may be appointed to fill the vacancy from within the work unit/shop/dock/shift for a period not to exceed sixty (60) calendar days. It is not necessary to appoint an Acting Crew Chief when a Crew Chief is available working in a non-Crew Chief capacity.

In the event a Crew Chief is not available, the appointment will be proffered to the senior pre-qualified employee regularly assigned to that work unit/shop/dock/shift. Assignments will be made based on seniority for block periods or daily by shift, for a minimum of two (2) hours.

The Company may provide lists in each of its work **unit/shop/dock/shift** at each station on which employees regularly assigned to that work **unit/shop/dock/shift** may **volunteer** to be considered for the filling of **Acting** Crew Chief vacancies under this paragraph. The Company will periodically administer qualifying tests for the positions involved to the employees who have signed these lists and will maintain lists comprised of those employees who indicate a desire for pre-qualification and successfully complete the test. Employees who have successfully passed these qualifying tests will, if they are regularly assigned to that work **unit/shop/dock/shift**, be assigned in order of their **Occupational Seniority** to fill acting vacancies. Additionally, an employee who has **expressed a desire but** has not been provided an opportunity to take the qualifications

test since the date he transferred into the work **unit/shop/dock/shift** will be considered to fill acting vacancies in accordance with his seniority, until he is provided an opportunity to test. An employee who refuses acting assignments three (3) times within a calendar year, will be removed from the pre-qualified list for a period of six (6) months.

(1) In the event there are no **pre-qualified** employees **or volunteers**, the most senior employee regularly assigned to that work **unit/shop/dock/shift** will be **required** to fill the **Acting Crew Chief** vacancy.

(2) Employees selected to fill **Acting Crew Chief** vacancies will be entitled during the period so assigned to compensation at a rate not less than that at which the job is rated. An employee assigned to **an Acting Crew Chief vacancy** in a lower classification will not have his compensation reduced to that of the lower classification.

(g) **Intentionally left blank**

(h) **Intentionally left blank**

(i) **Intentionally left blank**

(j) **Intentionally left blank**

(k) **Intentionally left blank**

(l) **Basic Classification Transfers**

An employee may request a transfer from one station to another to fill a regular full-time or part-time vacancy, **excluding Higher Capacity**, provided that the employee's qualifications are sufficient for the conduct of the work to which he is to be assigned. All transfers for Title II vacancies at all stations will be filled within the appropriate craft classification.

After the provisions of Article 46 (One Station Agreement) or the **Maintenance Base Transfer Process**, if applicable, have been exhausted, the employee will be permitted to transfer before a new employee is hired at that station, provided:

(1) He has a minimum of **twelve (12) months** with the Company,

(2) **An employee must submit a Request for Transfer (RFT) to a location/station by utilizing the Company's on-line tool. The employee must specify the station and/or location desired. Each location/station requires a separate request. The employee must be qualified to perform the work he is requesting a transfer to prior to reporting.**

(3) He has not completed **or refused** a transfer within the **previous twelve (12)** month period. ~~preceding the transfer date.~~

(4) ~~e~~ Each January 1 and July 1 a ~~request for transfer RFT~~ not submitted within the preceding 30 days will be voided and it will be necessary for a new request to be submitted.

(5) Once awarded and accepted a RFT, the Company may not rescind the transfer and the transfer will take place on the second Monday following the employee's qualification unless mutually agreed otherwise. If an employee fails to report after accepting the position he will be ineligible for any transfers for twelve (12) months.

(6) A vacancy created by the transfer of an employee may be filled by the Company at its option.

(7) The Company will upon granting an employee's ~~request for transfer RFT~~ furnish space-available transportation of the employee affected and for the members of his immediate family, to the extent permitted by law, from the station from which he is transferring to the station to which he is transferring. Other expenses incidental to such transfer will be borne by the employee.

(8) An employee is eligible to 12 (ix) (full-time to part-time/part-time to full-time) at his station provided he has completed probation and has not completed or refused a 12 (ix) transfer within the previous twelve (12) months.

(m) Subject to the provisions of Article 12 of this Agreement, ~~the~~ Stores, Fleet Service, and ~~the~~ Technical Specialist Agreements, employees covered who possess the required qualifications will be given preference in filling regular full-time or part-time vacancies **per paragraph 2a through 2d below.** ~~occurring at their station, Tulsa, or stations covered by one-station rules, in classification under this Stores Agreement, the Fleet Service Agreement, the Technical Specialist Agreement remaining after the provisions of Article 12(l) of this Agreement have been exhausted.~~ Such employees **who are** successful in filling a mechanical classification (including plant maintenance) will be required to pass the appropriate skill qualification tests and to demonstrate mechanical ability within the first six (6) months. Selection for the vacancies described in this paragraph will initially be confined to employees in the title group in which the vacancy exists in the order of their relative seniority. Thereafter, selection will be based on the Occupational Title Group seniority of the employees involved. In the event two or more employees have the same Occupational Title Group seniority, ~~Company seniority will determine the selection~~ **the employee's position on the master seniority list will determine the selection.**

(1) An employee under this Agreement, ~~the~~ Stores, Fleet Service, ~~Stores,~~ and ~~the~~ Technical Specialist Agreements may request a transfer to vacancies **using the on-line tool.** Subject to the conditions contained in the preceding paragraph, the employee will be permitted to transfer before a new employee is hired at that station provided:

(a) He has a minimum of **twelve (12) months** service with the Company,

(b) **An employee must submit a Request for Transfer (RFT) to a location/station and classification by utilizing the Company's on-line tool. Each location/station and classification requires a separate request.**

(c) He has not completed **or refused** a transfer within the **previous twelve (12) month** period. ~~preceding the transfer date.~~

(d) **An employee will be notified of his transfer award via the online transfer system and his Supervisor will arrange for his release and report date as outlined in Attachment 12.2. The Company may not rescind the transfer once awarded.** ~~e~~ Each January 1 and July 1 a **request for transfer RFT** not submitted within the preceding 30 days will be voided and it will be necessary for a new request to be submitted.

~~(de)~~ A vacancy created by the transfer of an employee may be filled at the Company's option.

(2) In addition to the above, the priority for transfers under 12 (m) will be as follows: Article 12(m) covers four possible situations that are awarded in seniority order within each of the subcategories indicated below:

(a) An employee at the same location within the same Title group.

(b) An employee at a different location within the same Title group.

(c) An employee at the same location within a different Title group.

(d) An employee at a different location within a different Title group.

(3) An employee, having qualified for a **different** classification under the provisions of Article 12 of this Agreement, **the** Stores, Fleet Service, and ~~the~~ Technical Specialist Agreements, who subsequently fails to successfully complete the required qualification test for that classification or fails to demonstrate the required mechanical ability, will be returned to his previous classification and station **and will not be eligible for upgrade to that classification for twelve (12) months. To be eligible for upgrade to a mechanical position, after such failure, the employee must successfully pass the appropriate qualification test prior to being awarded the position.** However, if the company fails to administer the Qualification Test within one hundred and eighty (180) calendar days the employee will be considered qualified for the purposes of his assignment.

An employee is eligible for a 12 (m) Change of Classification at his station provided he has completed probation and has not completed any transfer other than 12 (lx) within the previous twelve (12) months.

(n) Self Demotion

~~(1)~~—The Company will offer a fifteen (15) day open window in March every 3 years, ~~beginning in March 2002~~, for any Crew Chief or Inspector to self-demote. Following this self-demotion window, the jobs to be vacated by the self-demotion process will be posted for bid and awarded on a local city basis only. If more employees desire to self-demote, than those bidding for the jobs at that city, self-demotions will be limited to the number requesting to back fill the positions from that city. If insufficient local bidders are available, the self-demotions will be permitted in seniority order up to the number of bidders.

The Company will provide an opportunity for Crew Chiefs to self-demote once a year provided he has completed (12) twelve months in his current assignment. The demotion period will be opened in the month of March and will be posted for (15) fifteen calendar days. All requests to demote will be honored and processed locally subject to operational requirement of the station/department.

(o) Transfers from Lay-off

An employee may submit a RFT from layoff status, using “aacareers.com”, and will be allowed to fill a vacancy before a new employee is hired for that vacancy, in the order of priority and under the conditions as follows:

(1) The recall provision of Article 16 of the applicable Agreements have been exhausted (employees in the same classifications recalled to the station from which they were laid off).

(2) RFTs filed under Article 12(l) have been processed (active employees in the same classification transferring from one station to another).

(3) RFTs under Article 12(m) have been processed (active employees who have a valid transfer from one classification to another at their own station).

(4) RFTs by active employees who desire to fill a vacancy in another classification at another station have been processed.

(5) RFTs by an employee on layoff in the same classification in which the vacancy exists and who submits a RFT after being laid off adhering to all procedural and qualification requirements under Article 12(l).

(6) RFTs by an employee on layoff in a classification other than the classification in which the vacancy exists who submits a RFT after being laid off and who meets all, procedural and qualification requirements under Article 12(m).

(7) All RFTs filed by an employee prior to layoff are null and void.

(8) An Employee on layoff who refuses a vacancy for which he has submitted a RFT under these procedures will not be eligible for any other vacancies during the remaining period of the layoff; however, he will retain his recall rights to his station.

(9) The Company is not obligated to contact employees on layoff to offer vacancies in their own or other classifications.

(p) Filling of Full-time Vacancies

Full-time vacancy(s) will be filled by the most senior qualified employee(s) requesting to fill a vacancy(s) in accordance with the following order of preference:

(1) System surplus employees (either full-time or part-time) in the same classification, provided they are senior to the most senior employee holding recall rights to that full-time classification. System surplus part-time employees electing a full-time vacancy will also be subject to the following:

(a) Any part-time employee selecting a full-time vacancy as an option on this bump sheet will be tentatively awarded the vacancy in order of seniority of those employees affected by the reduction in force. The options of all other employees will be awarded in order of seniority.

(b) After the awards are completed, the Company will match those tentative awards outlined above for those part-time employees successfully electing a full-time position against those employees requesting a full-time position in that city with a full-time vacancy. The full-time vacancy will be given to the senior employee(s) (either those part-time employees affected by the reduction in force or the local part-time employees with a valid 12(lx) on file for a full-time position at that city).

(c) If the vacancy is awarded to the local employee, the employee out of the station that was affected by the reduction in force and elected that vacancy as an option on his bump sheet will be assigned a resulting part-time vacancy at the receiving city. This employee must, at this time, agree to take the position or take layoff.

If the employee awarded the position fails to report to the elected city, he will be terminated and will forfeit recall rights and relocation expenses.

- (2) Employee with recall rights to a full-time position.**
- (3) The following blended seniority order:
 - (a) Employees in a full-time Higher Capacity classification in the same city requesting a voluntary demotion under the provisions of Article 12(i) will be offered full-time vacancies.**
 - (b) Transfer requests of employees currently on payroll in the same classification in other cities blended in seniority order with part-time employees' transfer requests in the same classification within the city with the vacancy.**
 - (c) Active part-time employees in the same classification and city as the vacancy and have a 12 (lx) transfer on file.****
- (4) Transfer requests under Article 12(m) (active employees who have a valid transfer from one classification to another at their own station).**
- (5) Transfer requests by employees on the payroll who desire to fill a vacancy in another classification at another station have been processed.**
- (6) Transfer request by an employee on layoff status in the same classification in which the vacancy exists and who submits a transfer request (RFT) after being laid off adhering to all procedural and qualification requirements under Article 12(l).**
- (7) Transfer request by an employee on layoff status in a classification other than the classification in which the vacancy exists who submits a transfer request (RFT) after being laid off and who meets all procedural and qualification requirements under paragraph (o).**
- (8) Transfer requests by any employee covered by a TWU/AA agreement other than the Maintenance Agreement awarded in seniority order.**
- (9) New hire.**
- (q) The following attachments on the following pages are agreed to by the parties and are incorporated as part of this Agreement.**

ATTACHMENT 12.1 – TRANSFERS TO JOB VACANCIES AT MAINTENANCE BASES

The Company and the Union recognize the changing environment in airline maintenance. These changes challenge our traditional model of keeping heavy maintenance in-house. To support the Company's commitment to in-source AA work, a more flexible Base Maintenance Transfer Policy has been developed to meet this competitive challenge.

Re: Transfers to job vacancies at Maintenance Bases

(a) The Company and the Local Union will collaborate on determining the Business Units at each base. Business Units are intended to be large units with multiple shops/docks, common geographical locations, and/or functional responsibilities within each maintenance base. These units will have a sufficient number of employees to enable the Company to meet fluctuations in business. While employees have a home shop assignment, the parties understand that employees can be moved within the business unit to meet day to day business fluctuations. These changes to assignments within the business unit are intended to mitigate peaks and valleys in the work loads, in addition to ensuring the most efficient operation of the Business Unit. In making assignments to meet workload fluctuations the parties agree that changes in these assignments will be within the same classification, Type of Work (Title I), or Craft (Title II). Changes to home shop assignments that are in excess of fourteen (14) days will be processed in accordance with 12.1 (i) (1).

(1) The parties recognize that there will be times when the need exists to redistribute headcount within a Business Unit for a period in excess of ninety (90) calendar days. If the need is within the same type of work (Title I), or Craft (Title II), the following procedure will be used

(a) Within the Business Unit, surpluses and vacancies will be posted for seven (7) calendar days.

(b) At the end of the seven (7) day posting period volunteers within the organization will be reassigned to the openings. In the event there are insufficient volunteers, reassignments will be made in inverse seniority order from the shop(s)/dock(s) that have declared a surplus. Job tests within a type of work will be waived.

(c) As of the DOS each employee's current shop/dock assignment will serve as his home shop. When moved under this procedure, (a) and (b) above the employee will have a first right of return to his home shop within his original job test area for a period of twelve (12) months. If there are more employees with a right of return than there are vacancies, seniority will be the determining factor. Rejecting a right of return or expiration of the twelve (12) month period will

cancel the right of return. Movement under the provisions of 12.1 (b) will create a new home shop for an affected employee.

(d) Provisions 12.1 (a) (1) (a) through 12.1 (a) (1) (c) will be used if a business need arises to redistribute headcount within a larger organization beyond the Business Unit. In the event, the parties at that base will collaborate to determine application beyond the Business Unit.

(2) In the event that leadership at the operational level is unable to resolve issues that arise under 12.1 (a) the unresolved issue will be passed to the Chief Operating Officer of the base and the President of the Local Union for determination. In the event the parties are unable to reach a mutual decision, the Company may implement the change and the Union may take up the disputed issue as a grievance under Article 31 and 32 of the Agreement.

(b) When vacancies not covered by (a) above are approved, an employee at that Maintenance Base will be provided an opportunity to fill the vacancy.

Excluding Higher Capacity Positions, an employee may request a transfer from one Business Unit to another or to a different type of work or craft in order to fill a vacancy, provided the employee's qualifications are sufficient for the conduct of the work to which he is to be assigned and:

(1) The employee has a minimum of twelve (12) months with the Company.

(2) The employee has not completed a transfer within twelve (12) months.

(c) Transfers in (b) will be electronically processed with the on-line tool. The Company will select the individual to fill the vacancy using the on-line tool. The senior qualified employee will be reassigned to the vacancy and may not refuse the assignment.

(d) Qualifications for vacancies to be filled by intra-station transfers are deemed satisfied when an employee:

(1) Passes or has previously passed the applicable qualifying test within the previous five (5) years, or

(2) Has been assigned to the Job Test Area for a continuous period of six (6) months within the past five (5) years.

(e) After the selection has been made, it will be the Company's option to fill the resulting vacancy as follows:

- (1) Filled at or by management option.**
 - (2) Filled by reassigning volunteers from job test areas where employees are available.**
 - (3) Filled by reassigning employees in inverse order of seniority from job test areas where employees are available.**
 - (4) Filled by employees with requests to transfer under Article 12(l).**
 - (5) Filled by employees with requests to transfer under Article 12(m).**
 - (6) Filled by new hires.**
- (f) At the Maintenance Bases, an employee in a Higher Capacity Position will be allowed to demote through this 12.1 transfer process to his Basic Classification, as outlined above, provided his seniority will allow. Upon passing the applicable qualifying test, the affected employee will then be ineligible to serve in an acting, temporary, or permanent Higher Capacity Position in that classification for a period of twelve (12) months. Additionally, he will be restricted from transferring to another vacancy within his Basic Classification for a period of twelve (12) months. If the affected employee fails the qualification test, he will be returned to his prior Higher Capacity Position.**
- (g) In the event of a reduction in force, the reassignment of surplus employees will be accomplished in accordance with the provisions of Article 15(c) of this Agreement within thirty (30) calendar days following the crew change in which the reduction in force was effected.**
- (h) Within thirty (30) calendar days following the crew change in which a recall is affected, the Company may make adjustments in its manning requirements.**
- (i) Temporary Assignments (Labor Loans) will not exceed ninety (90) calendar days. Requirements in excess of ninety (90) calendar days will be filled through this 12.1 transfer process.**
- (1) Temporary Assignments for a period of more than fourteen (14) calendar days but not exceeding ninety (90) calendar days will be made on the basis of available qualified volunteers as defined above. In the event there are not sufficient qualified volunteers, the Company may reassign employees in inverse order of seniority from that shop or job/skill area.**
 - (2) Any employee may be Temporary reassigned to any work within his Title Group for a maximum of fourteen (14) calendar days in any rolling thirty (30) calendar day period. This provision is not applicable to reassignments within a Business Unit.**

(j) This memorandum will not apply when movement of unusual numbers of employees is required, such as, shutdown or opening of a shop/line or within thirty (30) calendar days following the crew change in which a recall is affected. Under these conditions, the Company may make adjustments in its manning requirements.

Attachment 12.2

DOS

**Robert F. Gless
Assistant ATD Director
AA System Coordinator
Transport Workers Union of America AFL-CIO
1791 Hurstview
Hurst, Texas 76054**

Dear Robert,

During the 2008 AA/TWU Negotiations, the parties have agreed to implement changes to the promotion/transfer process under Articles 12 and 46 of the agreement that will provide greater flexibility on eligibility and notification. In addition the process provides a window of opportunity that will allow the employee to accept or refuse the vacancy through the ability to add or remove his name from the transfer list. The revised process eliminates the fifteen day waiting period and the ineligibility restriction for refusing. It also allows the employee the opportunity to set standing transfer requests with assigned preferences in real time via the web based application. The online transfer system will be available 24 hours a day from any Company or non-company location.

The process will be conducted on a weekly cycle as follows:

- On Saturday of each week at 0001 CST, the Company will post an online notification list of the stations/locations declaring vacancies for that week.**
- The transfer list for those listed vacancies will be closed on the following Friday at 2359 CST and a snapshot of the list will be taken at that time.**
- The employee may add or remove his standing transfer request or change his order of preference anytime up to the following Friday at 2359 CST.**
- Any employee whose name appears on the list after Friday at 2359 CST may refuse the transfer by removing his name from the list by Sunday at 2359 CST. If the employee does not remove his name from the list during this forty-eight (48) hour period, he will be considered to have accepted the position.**

- **The employee will be notified during JetNet sign-in of the final award.**
- **Once an employee is awarded the vacancy, he will be notified of the report date which will be two (2) weeks from the date of the award.**
- **The employee must report to the station awarded on the specified date unless mutually agreed to by the Company and the local TWU.**

The Company and TWU will jointly develop an implementation plan to include the effective date, communication (including a process for telephonic support), an appropriate grace period and training so that all TWU represented employees may benefit fully from the enhancement. Following implementation, the Company and TWU will meet quarterly [or as mutually agreed] to discuss and develop resolutions to issues pertaining to the new process.

Sincerely,

**James B. Weel
Managing Director
Employee Relations**

Agreed to:

**Robert F. Gless
Assistant ATD Director
AA System Coordinator
Transport Workers Union of America AFL-CIO
1791 Hurstview
Hurst, Texas 76054**

Date:

Attachment 12.3

DOS

**Robert F. Gless
Assistant ATD Director
AA System Coordinator
Transport Workers Union of America AFL-CIO
1791 Hurstview
Hurst, Texas 76054**

Dear Robert,

During the 2008 AA/TWU Negotiations, the parties have agreed to implement the following process for conducting Post Qualifying Period Performance Evaluations for Higher Capacity Position employees.

**Higher Capacity Positions
Evaluation / Demotion Procedures**

A APPLICABILITY AND PURPOSE

This procedure applies to all employees in a Higher Capacity Position covered by the Mechanic and Related Agreement. The purpose is to establish uniform procedures for the demotion of a Higher Capacity Position for reasons set forth below.

B. DEMOTION – GENERAL

- 1. Demotion involves the reassigning of an employee, in a Higher Capacity Position, to a non-Higher Capacity Position with a corresponding reduction in responsibility and pay.**
- 2. An employee demoted for cause will not be permitted to bid another vacancy, in the Higher Capacity Position from which he was demoted for a period of twelve (12) months for Crew Chiefs following the effective date of such demotion. Additionally, an employee demoted for cause will not be considered “pre-qualified” for the purpose of filling Temporary or Acting Crew Chief vacancies during this time frame.**
- 3. In no event will the return of an employee directly result in the displacement of another employee in the classification to which he returns. These procedures will not apply in the event of a reduction in force as outlined in Article 15 of the Maintenance and Stores Agreements.**

C. EMPLOYEE REQUEST FOR DEMOTION

1. Any employee who is granted a self demotion under this provision will not be permitted to bid for another vacancy within the classification for a period of twelve (12) months following the effective date of such demotion. Employees demoted under these conditions will not be considered “pre-qualified” for acting or temporary Crew Chief assignments.
2. An employee in a Higher Capacity Position will be allowed to transfer in his basic classification, as outlined in Article 12 of the Collective Bargaining Agreement, provided his seniority will allow. Upon passing qualifying test (if applicable) the demoting employee will then be ineligible to bid or serve in an acting capacity in that classification for a period of twelve (12) months. Additionally, he will be restricted from transferring to another vacancy within his basic classification for a period of 12 months. If the demoting employee fails the qualification test he will remain in his present Higher Capacity Position.

D. ANNUAL PERFORMANCE EVALUATION REPORT (PER)

The Supervisor must be able to recognize signs of difficulty, then by utilizing suggestions and encouragement ensure the employee consistently meets all requirements established for a particular job. To that end, a PER (Form C-434TS-62) should be completed annually. The report will reflect the Supervisor’s realistic appraisal of the Higher Capacity Position presenting performance expectations, present performance and future expectations of his performance.

E. PERFORMANCE DEFICIENCIES

If the Supervisor recognizes signs of unsatisfactory performance in an employee the Supervisor will immediately inform the employee of the deficiencies and verbally counsel him on the specific area(s) in need of correction in a timely manner.

If the initial verbal counseling does not achieve the desired results, the Supervisor will contact a designated TWU Representative and advise him of the deficiencies and seek his assistance in correcting the specific area(s) in need of correction. In the event verbal counseling from the Supervisor and TWU Representative does not correct the deficiencies the Supervisor will commence documenting the performance of the employee on a PER (Form C-434TS-62).

- Include in the report all areas of deficiency and a specified time period (e.g. 30 days) in which correction of these areas is expected.
- The report will reflect the Supervisor’s realistic appraisal of the employee’s present performance expectation and future expectations. Advise the employee that failure to consistently meet the requirements of the job may result in demotion and document the discussion.

- During the evaluation process the Supervisor will utilize Form C-434TS-62 to review areas of concern and make specific suggestions how the performance deficiencies can be corrected. Suggest a realistic program for correction and keep complete written records of each counseling session. Observe the employee's performance on a regular basis as to determine if the deficiencies are being corrected.
- The Supervisor will conduct written appraisals, on a 30 day basis, until such time as the performance of the employee has improved and the deficiencies are corrected.
- If the employee fails to meet all the requirements established for the job by the end of the specified time period, he will be demoted and will be returned to his former basic classification in accordance with Article 12(n).
- Prior to this demotion the Supervisor is required to coordinate with the appropriate Human Resources department and The Local TWU.
- All evaluation forms used to evaluate a Higher Capacity Position will be removed from the employees file twelve (12) months from the date of evaluation.

Demotions for cause will not accompany corrective action as outlined in PPC. A Crew Chief demoted under this Section will be returned to his former basic classification in accordance with Article 12(n). All evaluation forms used to support a demotion for cause will be removed from the employees file 12 months from the date of demotion.

F. REVIEW PANEL

The panel will consist of four people, two members of the Transport Workers Union of America (TWU) and two members of American Airlines Management. This group will review all supporting documentation and Higher Capacity Position Evaluations (Form C-434TS-62). This group may also interview the affected employee and the Supervisor.

The structure of a review panel is as follows;

- TWU representatives will consist of an E-Board member or officer and a Shop Steward or a neutral Higher Capacity Employee.
- Management representatives will consist of a neutral Supervisor and an HR Representative or a neutral Manager.

In the event the panel is deadlocked the review will be referred to the Chief Operating Officer and the President of the TWU Local for final disposition.

Sincerely,

James B. Weel
Managing Director
Employee Relations

Agreed to:

Robert F. Gless
Assistant ATD Director
AA System Coordinator
Transport Workers Union of America AFL-CIO

Date:

~~ATTACHMENT 12.2 – RIF, FILLING FULL-TIME VACANCIES~~

~~Re: RIF, Filling Full-Time vacancies~~

~~Full-time vacancy(s) will be filled by the most senior qualified employee(s) requesting to fill such a vacancy(s) in accordance with the following order of preference:~~

~~(a) System surplus employees (either full-time or part-time) in the same classification, provided they are senior to the most senior employee holding recall rights to that full-time classification. System surplus part-time employees electing a full-time vacancy will also be subject to the following:~~

~~(1) Any part-time employee selecting a full-time vacancy as an option on this bump sheet will be tentatively awarded the vacancy in order of seniority of those employees affected by the reduction in force. The options of all other employees will be awarded in order of seniority:~~

~~(2) After the awards are completed, the Company will match those tentative awards outlined above for those part-time employees successfully electing a full-time position against those employees requesting a full-time position in that city with a full-time vacancy. The full-time vacancy will be given to the senior employee(s) (either those part-time employees affected by the reduction in force or the local part-time employees with a valid 12(ix) on file for a full-time position at that city):~~

~~(3) If the vacancy is awarded to the local employee, the employee out of the station that was affected by the reduction in force and elected that vacancy as an option on his bump sheet, will be assigned a resulting part-time vacancy at the receiving city. This employee must, at this time, agree to take the position or take layoff. If the employee awarded the position fails to relocate to the elected city, he will be terminated and will forfeit recall rights and relocation expenses.~~

~~(b) Employee with recall rights to a full-time position:~~

~~(c) The following blended seniority order:~~

~~(1) Employees in a full-time bid classification status in the same city requesting a voluntary demotion under the provisions of Article 12(n) shall be offered full-time vacancies:~~

~~(2) Transfer requests of employees currently on payroll in the same classification in other cities blended in seniority order with part-time employees' transfer requests in the same classification within the city with the vacancy:~~

~~(3) Active part-time employees in the same classification and city as the vacancy and have a 12 (ix) transfer on file~~

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~~(d) — Transfer requests under Article 12(m) (active or laid off employees who have a valid transfer from one classification to another at their own station):~~

~~(e) — Transfer requests by employees on the payroll who desire to fill a vacancy in another classification at another station have been processed (this expands on the current terms of Article 12(m):~~

~~(f) — Transfer request by an employee on layoff status in the same classification in which the vacancy exists and who submits a transfer request after being laid off adhering to all procedural and qualification requirements under Article 12(t):~~

~~(g) — Transfer request by an employee on layoff status in a classification other than the classification in which the vacancy exists who submits a transfer request after being laid off and who meets all procedural and qualification requirements under Article 12(m):~~

~~(h) — Transfer requests by any employee covered by a TWU/AA agreement other than the Maintenance Agreement awarded in seniority order.~~

~~(i) — New hire.~~

~~ATTACHMENT 12.3 -- WAITING REQUIREMENTS PRIOR TO TRANSFER IN ACCORDANCE WITH ARTICLE 12~~

~~(revised 4/15/2003)~~

~~Re: Waiting Requirements Prior to Transfer in accordance with Article 12~~

~~A review of the applications of Articles 12(l), 12(m) and 12(ix) and the requirement to wait six (6) or twelve (12) months after completing one of these transfers prior to submitting and/or eligibility for another. The parties agreed that each of these paragraphs is a separate and distinct contractual right. The following is a simplified chart outlining our understandings:~~

~~(1) — An employee who desires a 12(ix) — Part-Time to Full-Time/Full-Time to Part-Time transfer at his station:~~

~~An employee who: ————— Six-month wait required:~~

Has not completed probation	No
Completed a previous 12(ix) at the station	Yes — 6 months
Completed a 12(l) transfer into the station	No
Completed a 12(m) transfer within or outside the station	No

~~(2) — An employee who desires a 12(l)-Station to Station transfer:~~

~~An employee who: ————— Twelve (12)-month wait required:~~

Has not completed probation	No — Must complete Probation
Completed a 12(ix) transfer at the station	No
Completed a 12(l) transfer into the station	Yes — 12 months
Completed a 12(m) transfer within the station	Yes — 12 months
Completed a 12(m) transfer in from outside the station	Yes — 12 months

~~(3) — An employee who desires a 12(m)-Change of Classification at his station:~~

~~An employee who: ————— Six-month wait required:~~

Has not completed probation	Yes- Must complete Probation
Completed a 12(ix) transfer at the station	No
Completed a 12(l) transfer into the station	No

Completed a 12(m) transfer in from within or outside the station	Yes — 6 months
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~~(4) — We have agreed that employees affected by a reduction in force and located to a different city, may 12(m) back to their original city without any waiting period.~~

~~(5) — We have agreed that where a six or twelve month wait is required above, this requirement may be waived upon mutual agreement between Employee Relations and the International TWU prior to hiring new employees. The Union must receive a written request from an employee who desires this exception.~~

~~(6) — An employee who desires a Shop-to-Shop transfer at TUL/AFW/MGI:~~

~~An employee who: _____ Twelve-month wait required:~~

Has not completed probation	Employee must have one (1) year with the Company
Completed a 12(l) transfer	6 months
Completed a 12(m) inter-station transfer	Yes — 12 months
Completed a 12(m) intra-station transfer	Yes — 12 months

~~ATTACHMENT 12.4 – TRANSFER RIGHTS FOR THOSE ON LAYOFF STATUS~~

~~From: C. A. Pasciuto
To: John Kerrigan
Re: Transfer rights for those on layoff status~~

~~July 20, 1981 (Revised March 1, 2001)~~

~~During our discussions concerning productivity and employee job security, the TWU expressed concern that current provisions of the Maintenance and Stores Agreements limit transfers between stations by employees in the same classifications to employees on active status on the payroll. Further, transfers between classifications of employees either active or on layoff are limited to vacancies at their own station. Thus, employees who face layoff or are actually laid off, are prevented from transferring and retaining employment while new hires fill available vacancies, at stations unaffected by reduction in force.~~

~~The parties recognize that the mutual interests of the Company and its employees can be served best by providing additional transfer mobility and job protection for employees on layoff. It is agreed, therefore, that:~~

- ~~(1) In addition to the job protection afforded an employee laid off under Article 15 of the Maintenance Agreement, and Article 15 of the Stores Agreement, an employee who at the time of layoff does not displace a junior employee, or accept a vacancy then offered, and is terminated from the payroll, shall be allowed to fill a vacancy before a new employee is hired for that vacancy, in the order of priority and under conditions as follows:~~
 - ~~a. The recall provision of Article 16 Maintenance and Stores Agreements have been exhausted (employees in the same classifications recalled to the station from which they were laid off).~~
 - ~~b. Transfer requests filed under Article 12(l) have been processed (active employees in the same classification transferring from one station to another).~~
 - ~~c. Transfer requests under Article 12(m) have been processed (active or laid off employees who have a valid transfer from one classification to another at their own station).~~
 - ~~d. Transfer requests by employees on the payroll who desire to fill a vacancy in another classification at another station have been processed (this expands on the current terms of Article 12(m) Maintenance Agreement).~~
 - ~~e. Transfer request by an employee on layoff status in the same classification in which the vacancy exists and who submits a transfer~~

~~request after being laid off adhering to all procedural and qualification requirements under Article 12(l):~~

~~f. Transfer request by an employee on layoff status in a classification other than the classification in which the vacancy exists who submits a transfer request after being laid off and who meets all, procedural and qualification requirements under Article 12(m):~~

~~g. To exercise these additional transfer rights, all employees on layoff shall, in addition to the required information on the transfer request, specify in writing that he/she is on layoff status, the effective date of such layoff, and the station from which employee is laid off in order to safeguard the rights of other employees with a higher contractual priority to the vacancy:~~

~~h. All transfer requests filed by an employee prior to layoff are null and void:~~

~~i. An employee on layoff status who refuses a vacancy for which he has submitted a transfer request under these procedures will not be eligible to transfer to another vacancy during the remaining period of the layoff; however, he will retain his recall rights to his station:~~

~~The Company is not obligated to contact employees on layoff to offer vacancies in their own or other classifications:~~

~~(Signed original on file)~~

~~ATTACHMENT 12.5 – MAINTENANCE AGREEMENT, ARTICLE 12 (I) AND 12 (IX)~~

~~From: Edward R. Koziatek and James Enright
To: Division Managers and Employee Relations
Re: Maintenance Agreement, Article 12 (I) and 12 (IX)~~

~~May 12, 1987 (Revised March 01, 2001)~~

~~Transfer Provisions~~

~~Our continuing expansion has created more opportunities for employees to transfer:~~

~~A. In the same classification from one TWU covered station to another under the provisions of Article 12(I).~~

~~B. Intra-Station transfer opportunities in the same classification from part-time to full-time and full-time to part-time 12(IX).~~

~~The application of these provisions is subject to clarification:~~

- ~~1. An employee who has a valid 12(I) transfer does not void that transfer request by turning down a 12(IX), and vice-versa.~~
- ~~2. An employee with a valid 12(I) transfer request to another station who completes a 12(IX) transfer at his own station does not invalidate the 12(I) and vice-versa.~~
- ~~3. When an employee in Station A has been awarded a 12(I) transfer to Station B but does not have a reporting date to Station B and the delay in the reporting date is such that a junior employee in Station A would be awarded a 12(IX) in the interim for a month or more, the employee's 12(I) rights will not be affected if he accepts the proffer of a 12(IX) vacancy at Station A for this interim only. Provided, however, that the 12(I) transfer shall be completed, otherwise the employee will not be permitted to transfer until completion of twelve (12) months from the transfer date.~~
- ~~4. When a 12(I) transfer is completed; that is, a reporting date is set and accepted, and the reporting date is less than a month from date of reporting to the new station, the employee with the 12(I) transfer will be required to transfer, or otherwise to wait another twelve (12) months from the transfer date.~~
- ~~5. The above does not change the fact that a refusal of a 12(IX) will trigger a six (6) month wait for another 12(IX) and likewise a refusal of a 12(I) will require a twelve (12) month wait for another 12(I).~~

~~(Signed original on file)~~

~~ATTACHMENT 12.6 — CREW CHIEF BID~~

~~From: James Aright
To: Edward R. Koziatek
Re: Crew Chief Bid~~

~~January 22, 1988~~

~~This is to confirm our discussions specifically addressing the question of whether an employee who bids and is awarded a Crew Chief position at his own station may bid for and be awarded a Crew Chief position in another station before completing twelve (12) months of service as a Crew Chief at his own station.~~

~~We hereby agree that a Crew Chief who bids and is awarded a Crew Chief position in his own city, may bid and be awarded a Crew Chief job in another station within the regular twelve (12) month lock-in period, provided that such Crew Chief shall have successfully completed the 180-day probationary period as required by the Agreement.~~

~~This is not intended to modify in any way the past application of provisions of the Agreement or any arbitral decision heretofore issued clarifying the intent and practice with respect to filling of bid vacancies.~~

~~(Signed original on file)~~

~~ATTACHMENT 12.7 – INSPECTOR REASSIGNMENT WITHIN (I) GROUPS~~

~~From: Dennis Quish
To: Marion Finley
Re: Inspector Reassignment Within (I) Groups~~

~~March 30, 1992~~

~~This letter is written to clarify our understanding concerning re-assignments within I-19, I-24, and I-26 Inspection Types of Work.~~

~~First, the Administrative Procedure For Honoring Inspector Requests For Reassignment To Vacancies Within I-19 and I-24 Group dated 7-19-89 signed by Marion Finley and P.G. Chap delaine is hereby null and void. Further, the letter written by Mike Costello dated July 27, 1989 concerning the posting of these vacancies is null and void.~~

~~In its place, we have agreed to an informal transfer procedure comparable to the procedure that I-1, and I-26 currently have in place, which has proved to be satisfactory. However, in I-19, I-24, and I-26 a test is required for an employee to voluntarily transfer between different test areas.~~

~~It is further agreed that in the case of an involuntary re-assignment between different test areas within I-19, I-24, or I-26 Types of Work, a test will not be required.~~

~~(Signed original on file)~~

~~ATTACHMENT 12.8 – ARTICLE 12 (n) SELF-DEMOTION AND TRANSFERS~~

~~From: James B. Weel
To: Field HR Managers
Re: Article 12(n) Self-Demotion & Transfers~~

~~March 24, 1999 (Revised April 15, 2003)~~

~~This letter is to clarify and confirm the eligibility of a Crew Chief, who has exercised the provisions of Article 12(n) and self demotion, to transfer under the provisions of Article 12(l), 12(m) following such a demotion. Application for TUL/AFW/MCI is found in the TUL/AFW Transfer Memorandum.~~

~~Crew Chiefs may self demote under 12(n), after they have successfully completed the 180 day trial period, by exercising their seniority under the letter of agreement dated April 2, 1996 regarding the filling of full-time vacancies and the provisions outlined in Article 43(c).~~

~~The following identifies the appropriate six month wait requirements for transfer following the corresponding 12(n) self demotion:~~

- ~~1. You have self-demoted within classification and station:
Six-month wait not required to transfer under 12(l) or 12(m).~~
- ~~2. You have self-demoted within classification, out of station:
Six-month wait required to transfer under 12(m). Twelve month wait for 12(l).~~
- ~~3. You have self-demoted out of classification, within station:
Six-month wait required to transfer under 12(l) or 12(m).~~
- ~~4. You have self-demoted out of classification and station:
Six-month wait required to transfer under 12(l) or 12(m).~~

~~Note: Eligibility for transfer with regard to changes in status [12(lx)] is covered in the Letter of Agreement dated July 22, 1991.~~

~~I have also attached examples of various scenarios to further clarify this interpretation. Should you have any questions regarding the application of this provision, please don't hesitate to contact me.~~

~~(Signed original on file)~~

~~ATTACHMENT 12.9 – BIDS AND ELIGIBILITY~~

~~From: James B. Weel
To: James C. Little
Re: Bids & Eligibility~~

~~September 22, 1999~~

~~As discussed at the July 28, 1999 President's Council meeting in San Francisco, this letter will serve as a means of clarification and understanding regarding eligibility for a bid job higher capacity position. Bid jobs Higher Capacity Positions include Technical Crew Chief, Crew Chief and Inspector vacancies.~~

~~Currently, basic eligibility requires that an employee be eligible for award on the date the bid opens:~~

~~Example 1: Employee awarded a bid 1/1/99 is not eligible for a future bid that opens on or before 1/1/00.~~

~~An exception is made when employees are bidding to change status "at their own station". For a change of status bid at their own station, there is no waiting period. Moreover, this award is made based on where the employee is located on the date of the award, not when the bid opens.~~

~~By way of this memorandum, eligibility for bid vacancies shall be determined based on whether or not the employee is eligible during the ten days the vacancy is posted.~~

~~Example 1: Employee awarded a bid 1/1/99 is eligible for a future bid that closes after 1/1/00.~~

~~An exception will continue to be made for change of status bids. However, the award date will no longer be used to determine eligibility. An employee must have reported to the station where the vacancy exists prior to a bid closing in order to be considered eligible.~~

~~By way of your signature below, please indicate your acceptance of this clarification and understanding:~~

~~(Signed original on file)~~