

## **ARTICLE 6**

### **SENIORITY**

1. Occupational seniority will be used for all vacation selection, leaves of absence other than medical leaves, reduction in force, return to active status after release due to reduction in force and bidding rights for line of time, reserve, vacation relief, extra sections, charter and other flying.
2. New Hire class seniority will be determined in the following order:
  - A. Internal Transfers will be senior to external New Hires;
  - B. Internal Transfers based on Company seniority. If more than one Flight Attendant has the same seniority date, then seniority will be determined by date of birth, with the older being more senior, then;
  - C. External New Hire seniority is determined by date of birth, with the older being more senior.
3. The Company will provide a copy of the permanent Flight Attendant Seniority List, revised no more than once each month through electronic means and on paper if requested by the Union, in a place mutually acceptable to the Company and the Union in all Flight Attendant Lounges.
4. An employee may protest any omission or incorrect posting affecting the employee's seniority within thirty (30) days after posting of the Seniority List, except that an employee on a leave of absence, vacation, or on an assignment at a location where a roster is not posted shall have thirty (30) days after his or her return to duty in which to file such a request.
5. A non-probationary Flight Attendant who has accrued at least one (1) year of occupational seniority as an on line Flight Attendant before transferring to supervisory or other non-flying duties directly related to the Flight Attendant duties shall continue to retain and accrue occupational seniority for a period equal to the greater of three (3) years or the Supervisor's years of accrued seniority as a Flight Attendant. Thereafter, such Supervisor shall retain but not accrue seniority. Such periods of time served as a Supervisor will be cumulative even though such periods of time may not be continuous.

A Letter of Agreement (LOA) between the Union and the Company from 11/2/11 was incorporated to add clarity on Initial Training Supervisor seniority

- A. Inflight Training Supervisors whose duties continue to be directly related to Flight Attendant duties will retain and accrue Flight Attendant occupational seniority. However, in the event an Inflight Training Supervisor elects to accept a position (Training or otherwise) which is not directly related to the Flight Attendant position, or a position whose primary functions are not exclusive to the Flight Attendant position, she/he will forfeit all Flight Attendant occupational seniority.
  - B. Inflight Training Supervisors who perform cross-over training assignments requiring Inflight expertise, such as CRM, will continue those responsibilities without impact to seniority.
6. Any Flight Attendant or Supervisor promoted to a Management position above that of a Supervisor, or who transfers to a Management position above that of a Supervisor will immediately forfeit any and all occupational seniority. In addition, anyone hired directly as a Supervisor or to a Management position above that of a Supervisor will not accrue any occupational seniority as a Flight Attendant.
7. Except as provided in paragraph 5 above, any Flight Attendant who leaves or voluntarily transfers from being a Flight Attendant will forfeit all occupational seniority unless otherwise mutually agreed in writing by the Union and Company.
- A Letter of Agreement (LOA) between the Union and the Company from 3/31/14 was incorporated to add clarity on Supervisors transferring to Flight Attendant status.
8. For the purpose of determining domicile assignment when an Inflight Supervisor or Manager returns to active Flight Attendant status, the following will apply:
- A. For those with occupational seniority:
    - 1. She/he will be assigned to the domicile in which she/he was based prior to transferring from the Flight Attendant position, provided she/he would not have been displaced out of that domicile and unable to exercise Right of Return had she/he remained a Flight Attendant in that domicile.
    - 2. If she/he would have been displaced out of that domicile, had she/he remained a Flight Attendant in that domicile, the domicile will be assigned based on his/her seniority and current vacancy bid. For example, if a Flight Attendant could no longer hold PHX, which is her/his first choice, and LAS is the second choice, she/he would go to LAS as long as at least one Flight Attendant in LAS is junior to her/him.
    - 3. If she/he had Right of Return prior to transferring from the Flight Attendant position, she/he will be placed in the domicile to which

she/he had Right of Return if she/he would have been able to return to that base had she/he remained a Flight Attendant. If she/he had Right of Return and would have been unable to return to that domicile, she/he will retain Right of Return to that base upon returning to active Flight Attendant status. She/he will be placed on the Right of Return list based on her/his occupational seniority as of the date she/he returns to the line.

B. For those with no occupational seniority:

Her/his domicile assignment will be assigned as if she/he were awarded in the vacancy as a New Hire Flight Attendant for that month.

C. The domicile assignments will be made after the vacancy awards are processed for that month.

Side Letter #2 between the Union and the Company from 7/27/09 was incorporated to add clarity regarding Flight Attendants transferring to supervisory or other non-flying duties directly related to Flight Attendant duties.

9. The changes agreed in Article 6, Sections 5 & 6 of the parties' 2002-2008 Agreement (Blue Book) will apply to Flight Attendants transferring to supervisory or other non-flying duties directly related to Flight Attendants duties, on or after July 30, 2004, which was the date of ratification of the parties' 2002-2008 Agreement. The seniority of Flight Attendants who have transferred to supervisory or other non-flying duties directly related to Flight Attendants duties, including a Management position above that of Supervisor, prior to the date of ratification of the parties' 2002-2008 Agreement will continue to be governed by the contractual provisions in effect prior to the date of ratification of the parties' 2002-2008 Agreement.

Flight Attendants and Inflight Supervisors who transfer to a Management position above that of a Supervisor on or after the date of ratification of the parties' 2002-2008 Agreement will not retain Flight Attendant occupational seniority.