

ARTICLE 12 - PROMOTIONS & JOBS TO BE POSTED

(a) Bidding for Job Transfers (Same Classification)

(1) An Instructor in a Classification may bid any job opening within the same Classification providing he/she has the prerequisites and qualifications. Qualifications are defined in Article 11.

Openings/vacancies will be filled by, first (a) and then (b) below:

(a) When there is an overage of Instructors within a work unit within a Classification and vacant jobs within another work unit in the same Classification, then only those Instructors within the work unit with the overage will be eligible to bid. The most senior Instructor bidding will be so assigned. If no bids are forthcoming from within the work unit with the overage, then the most junior Instructor within that work unit may be so assigned. The Company, at its option, may assign the junior Instructor not on probation, or any other probationary Instructor in that work unit.

(b) Each quarter, one opening in each classification (provided an opening/vacancy exists) will be filled with a lateral transfer (if there is one on file) before filling the vacancy with a recall or initial hire. Additional openings may be filled with lateral transfers at the Company's option.

Instructors must have an active transfer form on file with the Company. All bids expire one year from the day they were submitted.

(2) Employees exercising any transfer will be locked in for one (1) year from the date of release to instruct, unsupervised, on their new equipment.

(3) An employee who has successfully bid for a posted job will not be held on a trial basis on his new assignment for a period longer than ninety (90) days after completion of training for new assignment and may be returned to his former assignment in the event of his inability to qualify or to perform his duties in a satisfactory manner. He will not, for a period of eighteen (18) months after such return, bid for another vacancy. In addition, if he is unable to qualify for a second time on the same equipment, he will not be awarded another vacancy for that equipment again.

(4) Vacancies created as a result of the above bid award/s will be filled at Company discretion. However, such vacancy/s in the Pilot ~~and~~

**Flight Engineer** Simulator Instructor group, will be posted as outlined in (b) below.

(5) Permanent vacancies of a planned duration of ninety (90) days or longer or actual vacancies of over ninety (90) days within a one hundred thirty-five (135) day calendar period will be posted for bid. Vacancies of a shorter duration will be filled at Company discretion.

(6) An Instructor who is a successful bidder will not be eligible to bid another vacancy for a period of one (1) year after the date of release to instruct unsupervised in his new assignment. (Except, if a new work unit is established for a new equipment type, all Instructors in that classification may bid for transfer to the new work unit, or an Instructor may bid for promotion at any time.)

(7) Instructors on probation will not be eligible to bid on a vacancy within another work unit.

(8) Certain work assignments within a work unit maybe red circled. These assignments will be posted for bid and awarded to the most senior Instructor(s) in that work unit bidding the assignment. If no requests for these assignments are forthcoming, the most junior Instructor(s) within the work unit will be so assigned. Once bid/s are awarded, others in that work unit (or another work unit) will not be eligible to bid work schedules including that particular assignment. If additional manning requirements for that assignment are required, additional bids will be posted. For assignments that exceed four (4) months, an Instructor may request to be removed from the red circle job providing he gives the Company ~~forty five (45)~~sixty (60) days notice prior to the month in which he wishes to be removed. The Company may deny the request if the red circle bids are planned to terminate within three (3) months of the request.

(9) Each bid notice will have a number assigned and list the prerequisites and qualifications for the job. The bid notice will note if the bidding procedure is to be restricted to within a specific work unit where an overage exists.

(10) Bid notices will be posted for a ten (10) day period exclusive of Saturday/Sunday and holidays and awarded within ten (10) days of posting exclusive of Saturday, Sunday and holidays.

(11) A copy of each transfer award of bid will be furnished to the ranking local Union Representative.

(b) Bidding for Promotions -

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(1) After the provisions of (a) above are complied with, the Company will post for promotion all permanent vacancies of a planned duration of one hundred eighty (180) days or longer. Vacancies of a shorter duration will be filled by Company assignment. Selection for promotion will be handled in accordance with FDAG/AQP and Article 11.

(2) An Instructor who is promoted will not be held on a trial basis on his new assignment for a period longer than ninety (90) days after completion of training for the new assignment and will be demoted to his former classification in the event of his inability to perform his duties in a satisfactory manner. He will not thereafter be eligible to bid for any other vacancy in the classification from which he was demoted.

(3) An Instructor who is a successful bidder for promotion will not be eligible to bid another vacancy for a period of twelve (12) months after the date of release to instruct unsupervised on the new assignment.

(4) Instructors on probation will not be eligible to bid for promotion on a vacancy in another classification. However, the Company may, at its discretion, waive this restriction if more senior Instructors do not bid for promotion.

(5) Each bid notice will have a number assigned and list the prerequisites and qualifications for the job. The bid notice will designate that this is a promotional bid and is open only to Instructors in classifications other than where the vacancy exists.

(6) Bid notices will be posted for a ten (10) day period exclusive of Saturday/Sunday and holidays and awarded within ten (10) days of posting exclusive of Saturday, Sunday and holidays. Pay rates for the new position will be based on the same pay step as the old position. Pay rates for the new position will begin no later than one (1) month after the bid award if the successful bidder is required to remain in his current position due to manning.

(7) A copy of each transfer award of bid will be furnished to the ranking local Union Representative.

(c) Cross Utilization

(1) "Horizontal" Cross Utilization

(a) A transferred Instructor will carry forth his original qualification to the new work unit, which becomes his primary work unit. He may be utilized in this dual capacity for a period of ~~one (1) year~~ six (6) months from the ~~full bid month date~~ he is able to teach

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solo on the new equipment; on a planned monthly basis or on a daily operational basis, based on operational requirements and if the Company deems necessary. The Company will provide the appropriate training to remain dual qualified. On completion of ~~one (1) year~~ six (6) months, his previous qualification will be automatically dropped unless retention is mutually agreeable with the Instructor and the Company, or work volume in the new work unit will not support full time bid lines. In such case, the Instructor will retain dual qualification. Dual qualified Instructors shall be required to bid each selection which contains work on both types of aircraft upon which he holds qualifications prior to bidding any other selection.

(2) "Vertical" Cross Utilization

(a) Instructors who are dual qualified and current between two (2) Instructor classifications may be used on a planned monthly bid basis in a classification higher or lower than their bid classification.

(b) Instructors utilized in a higher classification will be paid the higher classification rate of pay for each day so spent. Instructors utilized in a lower classification will be paid according to the classification in which they hold a bid for each day so spent.

(c) Time spent in an alternate classification, , will not count toward the accrual of the ninety (90) days within the one-hundred thirty-five (135) days provision for job transfer bidding as contained in Article 13.

(d) All promotions to, or utilization in, a higher classification will be subject to the prerequisites and qualification requirements contained in FDAG and/or AQP.

(d) Self Demotion

(1) A vacancy for self-demotion will not exist until all furlougees have been recalled. If a vacancy then opens, an instructor may bid into a lower classification.

(2) The Company will allow one (1) self-demotion per classification (Pilot Simulator Instructor, ~~Flight Engineer Simulator Instructor~~) for the instructor group in a six (6) month period which will count against the classification from which he came.

(3) An instructor taking a self-demotion is governed by lock-in and qualification requirements as outlined above in (a)(2) and (3).

(4) If an instructor is furloughed to a lower classification and is subsequently recalled to his original classification, he may opt to remain in the lower classification through the self-demotion process as long as it does not result in anyone else being furloughed. This will fulfill requirements of Article 15.

(5) After self-demoting, the instructor's pay will be adjusted to his new classification.

(e) Physical Fitness to Perform Assigned Work in Classification

(1) If there is a medical determination based upon objective medical evidence by an employee's physician which raises a serious question as to an employee's physical fitness to perform his assigned work, he may be given a physical examination by the Company doctor. An employee who fails to pass a Company physical examination may, within fifteen (15) calendar days of the date of written notification of his failure to pass such examination, be permitted to exercise his seniority to fill a vacancy in a lower classification in work which he is technically qualified and physically able to perform.

(f) Employees covered by this agreement will be given the opportunity to fill regular or part-time vacancies, under the Fleet Service and Technicians agreements, prior to filling those vacancies with new hires. If an employee covered under the Fleet Service or Technician agreement and an external candidate are equally qualified, as determined by the Company, under the requirements of Article 11 of this Agreement, the AA employee will be given preference to vacancies under this agreement prior to filling those with new hires.

Instructors will be pay slotted consistent with Article 27(b). Where such language does not exist, the application of 27(b) as stated in the Fleet Service agreement shall apply. We agree to expand upon those vacancies that the Instructors and Simulator Technicians may be considered for. We agree to allow Instructors and Simulator Technicians to fill vacancies for all TWU classifications covered under the Aviation Maintenance Technician, Fleet Service, Instructor, Flight Simulator Technician, Stock Clerk, Technical Specialist, and Plant Maintenance Mechanic Agreements, as long as they meet the remaining requirements under Article 12, including qualifications. Employees covered by this agreement will be given the opportunity to fill regular or part time vacancies in these classifications prior to filling those vacancies with new hires.

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Instructors who transfer to other TWU positions will be pay slotted consistent with Article 27(b) according to the agreement to which they are transferring.