### **SECTION 9: SENIORITY**

#### A. Period of Probation

- A Flight Attendant shall be considered to be a probationary employee for one hundred eighty (180) days from the date she/he completes her/his initial training flight. <u>The probationary period time will be calculated from the first day of the</u> <u>Flight Attendant's Initial Training Flight (IOE) and will include the day of the Initial</u> <u>Training Flight (IOE)</u>. Thereafter, no Flight Attendant shall be required to serve an additional period of probation, except as provided below.
- A Flight Attendant's probationary period shall be extended by the number of days absent beyond the first fourteen (14) consecutive days of any absence when such absence is due to non-occupational illness or injury, medical leave, disability leave due to pregnancy, paternity leave, parental leave, military leave, personal leave, personal emergency leave or furlough.
- 3. The Company shall be responsible for notifying the affected Flight Attendant in writing, with a copy to the Association, whenever an absence, as defined above, will cause a probationary period to be extended. Upon returning to work, the Company shall once again notify the Flight Attendant in writing, with a copy to the Association, of the revised date on which her/his probationary period will end.

#### B. Seniority

- 1. Seniority as a Flight Attendant shall be based upon the length of service as a Flight Attendant with the Company. Any Flight Attendant, once having established a seniority position, shall not lose that position except as provided in this Agreement.
- 2. Seniority shall begin to accrue from the date of the Flight Attendant's initial training flight at which time the Flight Attendant will be given a seniority number and date and placed on the Flight Attendant System Seniority List. Assignment to her initial training flight shall be determined by lottery. Seniority adjustments will not be made unless the trainee is unable to make the flight as scheduled for some reason other than Company action.
- 3. Seniority shall govern all employees in case of bidding of runs, reduction in force, selection of vacations, their assignment or reassignment due to expansion or reduction in schedule, and their re-employment after release due to reduction in force.

#### C. Flight Attendant System Seniority List

 The Flight Attendant System Seniority List shall be revised to reflect Flight Attendants' seniority status as of August 1 of each year and shall be posted within thirty (30) days thereafter. Flight Attendants shall have forty-five (45) days after posting of such list in which to protest in writing to the Company any alleged

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omission or incorrect posting affecting their seniority in any such revised list, but such protests shall be confined strictly to errors or changes occurring subsequent to the posting of the prior seniority list. When an employee is on vacation, leave of absence or medical leave at the time the above list is posted, such employee may protest any alleged omission or incorrect posting within forty-five (45) days after return to duty.

- 2. The Flight Attendant System Seniority List shall include the following information:
  - a. Company date of hire
  - b. Flight Attendant date of hire or adjusted date of hire
  - c. Domicile
- 3. In conjunction with the annual posting of the seniority list, the Company shall provide individual written notification to each Flight Attendant whose relative seniority position has negatively changed from the previous posting of the list. A copy of each individual written notification will also be sent to the MEC President.

### D. Transfer to Non-Flying or Supervisory Duties

- 1. A Flight Attendant transferred to supervisory, instructional duties or other nonflying duties directly related to Flight Attendant service shall retain and continue to accrue longevity and seniority for five (5) years. After five (5) years such Flight Attendant shall retain, but shall not continue to accrue seniority.
- 2. When a Flight Attendant is transferred to non-flying or supervisory duty on account of sickness or injury, she shall retain and continue to accrue longevity and seniority during such period until she returns to flying duty or shall be found to be unfit for flying duty for a continuous period of five (5) years.

#### E. Loss of Seniority

Any Flight Attendant whose services with the Company are permanently severed or who is permanently transferred from the Inflight Department shall forfeit her seniority rights, except as hereinafter provided in Paragraph F. of this Section.

#### F. Flight Attendant Seniority Upon Transfer to Another Department

When a Flight Attendant transfers to another department in the Company, she shall retain and accrue her seniority as a Flight Attendant for a period of one (1) year. Thereafter she shall retain, but shall not continue to accrue, seniority for a period of up to five (5) years from the date she was transferred from the Inflight Department. After five (5) years outside of the Inflight Department have elapsed, the Flight Attendant's name will be removed from the system seniority list.

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#### G. Part-Time Flight Attendant Drop from Seniority List

A part-time Flight Attendant who has not been utilized for twelve (12) consecutive months shall be dropped from the seniority list at the next posting.

#### H. <u>Part-Time Flight Attendant Offered Full-Time Position by Seniority</u> Any full-time position shall be offered in order of seniority.

#### I. Part-Time Longevity Accrual

Flight Attendants shall accrue longevity while working as part-time Flight Attendants as provided in Paragraphs W. and X. of Section 3 of this Agreement.

#### J. Longevity Accrual on Special Assignment

Employees on special assignment or an assignment to a subsidiary, affiliate or other company, shall retain and continue to accrue seniority during such assignment.

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