

Tentative Agreement

Article 9 – Filling of Vacancies

The Company will determine whether or not a vacancy is to be filled.

- A. Permanent full-time vacancies for CSAs, CARs, OBRs and HBRs (other than as set forth in Paragraph D below)
 1. Permanent full-time vacancies which the Company decides to fill will be awarded in the following order:
 - a. The senior full-time employee in the group and classification at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph J of this Article;
 - b. The senior employee who possesses recall to a full-time position in the group at the location; and
 - c. The employees with a system transfer bid on file in the order outlined in Paragraphs K.7.a. through K.7.d. of this Article.
- B. Permanent part-time vacancies for CSAs, CARs, OBRs and HBRs (other than as set forth in Paragraph D below)
 1. Permanent part-time vacancies which the Company decides to fill will be awarded in the following order:
 - a. The senior part-time employee in the group and classification at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph J of this Article;
 - b. The senior employee who possesses recall to a part-time position in the group at the location; and
 - c. The employees with a system transfer bid on file in the order outlined in Paragraphs K.7.a. through K.7.d. of this Article.
- C. PEGSR, PGSC and LPGSR Vacancies
 1. Permanent full-time vacancies that the Company decides to fill will be awarded in the following order:
 - a. The senior full-time PEGSR, PGSC, or LPGSR at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment;
 - b. The senior employee who possesses recall to a full-time PEGSR, PGSC, or LPGSR position in the location;
 - ~~c. The senior part-time PCSR at the location where the vacancy exists who has a system transfer bid on file to the available position;~~

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- c. The senior PCGSR, PGSC, or LPGSR with a system transfer bid on file to the location; and
 - d. The senior applicant within the Customer Service Group and the Travel Center Group with a passing score in the Company's selection process as described in Paragraph F below;
 - e. The senior applicant within the Customer Assistance Group and the Reservations Group with a passing score in the Company's selection process as described in Paragraph F below; and
 - f. ~~The senior applicant with a passing score in the Company's selection process as described in Paragraph F below~~ Applicants outside of Passenger Service.
2. Permanent part-time vacancies that the Company decides to fill will be awarded in the following order:
- a. The senior part-time PCGSR, PGSC, or LPGSR at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment;
 - b. The senior employee who possesses recall to a part-time PCGSR, PGSC, or LPGSR position in the location;
 - e. ~~The senior full-time PCSR at the location where the vacancy exists who has a system transfer bid on file to the available position;~~
 - c. The senior PCGSR, PGSC, or LPGSC with a system transfer bid on file to the location; and
 - d. The senior applicant within the Customer Service Group and the Travel Center Group with a passing score in the Company's selection process as described in Paragraph F below;
 - e. The senior applicant within the Customer Assistance Group and the Reservations Group with a passing score in the Company's selection process as described in Paragraph F below; and
 - f. ~~The senior applicant with a passing score in the Company's selection process as described in Paragraph F below~~ Applicants outside of Passenger Service.
3. Employees accepting a PCGSR, PGSC, or LPGSR positions are required to remain in the position and the location for a period of one (1) year. These employees, however, are eligible for in-station PCGSR, PGSC, or LPGSR transfers.

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4. Each successful **PCGSR, PGSC, or LPGSR** bidder will be required to successfully complete all Company required training. All successful **PCGSR, PGSC, and LPGSR** bidders from outside the Premium Customer Services Group shall hold the position on a probationary basis for a period of one hundred eighty (180) calendar days of active service in order to receive adequate instruction and coaching and to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability during ~~the~~ **PCGSR, PGSC, and LPGSR** probationary periods will be returned to their previous location and duty assignment.
5. Applicants refusing offers of **PCGSR, PGSC, and LPGSR** positions, or failing to report for a scheduled interview for a reason(s) not approved by the Company, will be ineligible for consideration for any other **PCGSR, PGSC, and LPGSR** positions for a period of six (6) months.

D. Reservations Group Vacancies for ~~Elite and Escalation~~ **Specialty** Desks

1. Permanent full-time vacancies that the Company decides to fill will be awarded in the following order:
 - a. The senior full-time OBR or HBR currently working at the same ~~elite or escalation~~ **specialty** desk who wishes to transfer to the location where the vacancy exists;
 - b. The senior part-time OBR or HBR currently working at the same ~~elite or escalation~~ **specialty** desk who wishes to transfer to the location where the vacancy exists;
 - c. The senior **OBR or HBR** applicant within the Reservations Group with a **system transfer bid on file and** a passing score in the Company's selection process as set forth in Paragraph F of this Article; **provided that should there be the same number of OBR or HBR applicants as vacancies or more vacancies than applicants, all applicants shall be awarded a vacancy without being subject to the selection process as set forth in Paragraph F of this Article; and**
 - d. The senior **employee** applicant **within Passenger Service with a system transfer bid on file and** with a passing score in the Company's selection process as set forth in Paragraph F of this Article; **and**
 - e. **Assignment of a non-probationary full-time employee within the Reservations Group at the location where the vacancy exists, in inverse order of seniority; provided that a junior assigned employee shall not be restricted from transferring to another vacancy.**
2. Permanent part-time vacancies that the Company decides to fill will be awarded in the following order:

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- a. The senior part-time OBR or HBR currently working at the same ~~elite-or-escalation-specialty~~ desk who wishes to transfer to the location where the vacancy exists;
 - b. The senior full-time OBR or HBR currently working at the same ~~elite-or-escalation-specialty~~-desk who wishes to transfer to the location where the vacancy exists;
 - c. The senior OBR or HBR applicant within the Reservations Group with a system transfer bid on file and a passing score in the Company's selection process as set forth in Paragraph F of this Article; provided that should there be the same number of OBR or HBR applicants as vacancies or more vacancies than applicants, all applicants shall be awarded a vacancy without being subject to the selection process as set forth in Paragraph F of this Article; and
 - d. The senior employee applicant within Passenger Service with a system transfer bid on file and with a passing score in the Company's selection process as set forth in Paragraph F of this Article; and
 - e. Assignment of a non-probationary part-time employee within the Reservations Group at the location where the vacancy exists, in inverse order of seniority; provided that a junior assigned employee shall not be restricted from transferring to another vacancy.
3. Employees accepting ~~elite-or-escalation-specialty~~ desk positions are required to remain in the position and the location for a period of one (1) year.
 4. Each successful ~~elite-or-escalation~~ specialty desk bidder will be required to successfully complete all Company required training. All ~~successful-elite-or-escalation-specialty~~ desk bidders from outside the Reservations Group shall hold the position on a probationary basis for a period of one hundred eighty (180) calendar days of active service in order to receive adequate instruction and coaching and to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability during the ~~elite-or-escalation~~ specialty desk probationary period will be returned to their previous location and duty assignment.
 5. Employees Applicants refusing offers of ~~elite-or-escalation~~ specialty desk positions, or failing to report for a scheduled interview for a reason(s) not approved by the Company, will be ineligible for consideration for any other ~~elite-or-escalation~~ specialty desk positions for a period of six (6) months
 6. Based on the needs of service, the Company may waive the competitive selection process outlined in Paragraph F of this Article, and instead fill vacancies on the ~~elite-or-escalation~~ specialty desks as set forth above in Paragraphs A and B.

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E. CSC Vacancies (other than CSC—Training)

1. Where the Company decides to fill a full-time CSC vacancy, the position will be awarded in the following order:
 - a. The senior full-time CSC at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment; ~~and~~
 - b. The senior employee who possesses recall to a full-time CSC position at the location;**
 - c. The senior CSC with a system transfer bid on file;**
 - d. The senior ~~qualified candidate~~ CSA with a system transfer bid on file with a passing score in the Company's selection process as described in Paragraph F below; provided that prior to awarding such vacancy, the eligible applicants for the number of available vacancies must be afforded an opportunity to complete the Company's selection process;**
 - e. The senior applicant within Passenger Service with a passing score in the Company's selection process as described in Paragraph F below; and**
 - f. Applicant outside Passenger Service.**
2. Where the Company decides to fill a part-time CSC vacancy, the position will be awarded in the following order:
 - a. The senior part-time CSC at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment; ~~and~~
 - b. The senior employee who possesses recall to a full-time CSC position at the location;**
 - c. The senior CSC with a system transfer bid on file;**
 - d. The senior ~~qualified candidate~~ CSA with a system transfer bid on file with a passing score in the Company's selection process as described in Paragraph F below; provided that prior to awarding such vacancy, the eligible applicants for the number of available vacancies must be afforded an opportunity to complete the Company's selection process;**
 - e. The senior applicant within Passenger Service with a passing score in the Company's selection process as described in Paragraph F below; and**
 - f. Applicant outside Passenger Service.**
3. All successful CSC bidders shall hold the position on a probationary basis for a period of one hundred eighty (180) calendar days of active service in order to

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receive adequate instruction and coaching and to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability during their CSC probationary period will be returned to their previous location and duty assignment.

4. CSCs who have completed their CSC probationary period and are demoted for just cause will be returned to an available system vacancy in their previous classification or the Company may offer the employee a position at their location in their previous classification and status (part-time or full-time) providing their seniority places them senior to the most junior employee in that location.
5. Employees accepting CSC positions are required to remain in the position and location for a period of one (1) year. These employees, however, are eligible for in-station CSC transfers.
6. Applicants refusing offers of CSC positions, or failing to report for a scheduled interview for a reason(s) not approved by the Company, will be ineligible for consideration for any other CSC position for a period of six (6) months.

F. Qualification Process

1. Candidates for PCGSR, CSC (including CSC—Tower), and ~~elite and escalation~~ specialty desk positions will be evaluated through a standard qualification process which will be available to all Passenger Service employees. The qualification process may include consideration of established minimum and preferred qualifications, manager's evaluations, panel interview results and skills testing, and will be applied consistently for all candidates. The Company reserves the right to amend the minimum and preferred qualifications, interview content, scoring and skills testing; however, the Union will be provided with an advance copy of any Company proposed changes to the PCGSR, CSC and ~~elite and escalation~~ specialty desk qualification process, and will have the opportunity to consult with the Company and make recommendations regarding the proposed changes prior to implementation.
2. Candidates will be required to submit an application on a form as designated by the Company.
3. The Company shall maintain and post a list of the minimum and preferred qualifications for a position.
4. Candidates who meet the minimum qualifications will be interviewed by a panel interview committee that will be comprised of three (3) members: a Passenger Service employee selected by the Association and two (2) members selected by the Company. The Association shall establish and maintain a list of members at each Company designated location to serve on the panel interview committee for each position specified in Paragraph F.1 above, sufficient to ensure that there are

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no delays in the interview process. Each panel member will be required to successfully complete all Company required training in order to be a member of the panel interview committee. Each member of the committee will score the candidate's interview results on a numerical scale established by the Company. Each committee member's score will be totaled to establish the candidate's total score. The Company will establish a standard minimum passing score which will be applied to each candidate.

5. Employees should make every effort to schedule the qualification process interview outside of their regular working hours. When not possible, employees may be excused during a work shift without a loss in pay. Employees must advise their manager as far in advance as possible for any time off required for an interview. Employees traveling to and from Company interviews will be provided space positive travel.
6. A passing score on an interview shall remain on file for three (3) years.

G. **TCR, PEGSC, LPEGSR and CSC and Reservations** - Training vacancies will be filled through individual job postings; **provided, that an employee who holds such position shall not be required to re-interview for any vacancy in the same position at that location.** Each successful bidder will be required to successfully complete all Company required training. All successful bidders shall hold the position on a probationary basis for a period of one hundred eighty (180) calendar days of active service in order to receive adequate instruction and coaching and to demonstrate their ability to perform the required work. Employees who fail to demonstrate sufficient ability during the probationary period will be returned to their previous location and duty assignment. **Employees who have completed their probationary period and are demoted for just cause will be returned to an available system vacancy in their previous classification or the Company may offer the employee a position at their location in their previous classification and status (part-time or full-time) provided their seniority places them senior to the most junior employee in that location.**

H. Temporary Vacancies

1. Temporary full-time vacancies (other than as set forth in Paragraph H.3 below) which the Company decides to fill will be awarded in the following order:
 - a. The senior qualified employee working part-time in the location who possesses full-time recall to the available group and classification;
 - b. The senior part-time employee in the location within the duty assignment where the vacancy exists;
 - c. The senior qualified part-time employee within the group, classification and location, but outside the duty assignment where the vacancy exists;

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- d. The senior qualified part-time Passenger Service employee in the location but outside of the group; and
 - e. Assignment of the junior qualified part-time employee in the group, classification and location.
2. Temporary part-time vacancies (other than as set forth in Paragraph H.4 below) which the Company decides to fill will be offered in seniority order to qualified employees who are on furlough and have recall to the group, classification and location in which the temporary vacancy exists and has an in-station bid on file. Failure to accept a temporary vacancy will not constitute a refusal of recall.
3. Temporary full-time LPCGSR, CSC, PCGSC, and ~~elite and escalation specialty~~ desks vacancies which the Company decides to fill will be offered as follows:
 - a. The senior qualified full-time employee within the duty assignment where the vacancy exists;
 - b. The senior qualified full-time employee in the group, classification and location but outside the duty assignment where the vacancy exists;
 - c. The senior qualified part-time employee within the duty assignment where the vacancy exists; and
 - d. The senior qualified part-time employee in the group, classification and location but outside the duty assignment where the vacancy exists.
4. Temporary part-time LPCGSR, CSC, PCGSC, and ~~elite and escalation specialty~~ desks vacancies which the Company decides to fill will be offered as follows:
 - a. The senior qualified part-time employee within the duty assignment where the vacancy exists;
 - b. The senior qualified part-time employee in the group, classification and location but outside the duty assignment where the vacancy exists;
 - c. The senior qualified full-time employee within the duty assignment where the vacancy exists; and
 - d. The senior qualified full-time employee in the group, classification and location but outside the duty assignment where the vacancy exists.
5. An employee's refusal of an offer of a temporary position pursuant to Paragraph H.1, shall not terminate their recall rights.
6. Employees filling temporary positions will:
 - a. be paid at the hourly rate corresponding to their pay longevity step;
 - b. be awarded the average overtime equalization of the duty assignment;

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- c. be compensated for ~~vacation and/or~~ sick leave used based on the number of hours scheduled to work;
 - d. be compensated for vacation used based on their permanent status;**
 - e. have no change to pre-existing health and insurance benefits; and
 - f. assume the open schedule line of work. Should a schedule rebid occur, the employee filling the temporary vacancy will bid after all permanent employees in the duty assignment. If there are two (2) or more employees working temporary positions, they will bid in seniority order after all permanent employees in the duty assignment.
7. In the event it is necessary to eliminate a temporary position, the junior employee within the duty assignment occupying a temporary position will be returned to their former status.
 8. Temporary full-time positions may be covered with temporary upgrades for a duration not to exceed one hundred eighty (180) continuous days. By agreement of the Company and the Union, temporary full-time positions covered with temporary upgrades may be extended for a period not to exceed an additional one hundred eighty (180) days.
 9. An individual employee may occupy a temporary position for a period not to exceed one hundred eighty (180) continuous days or a total of one hundred eighty (180) days in a calendar year.

I. Temporary Deployments

1. Temporary deployments which are expected to be thirty (30) or more consecutive days in duration will be filled on an equalized basis through a local job posting. **A posting shall include any specialized skills necessary for the deployment.** Where applicants are equally qualified, seniority will be the determining factor. These positions will be filled for a duration not to exceed twelve (12) consecutive months, but may be extended for a period not to exceed an additional six (6) months with mutual agreement of the Company and the Union.
2. For deployments less than thirty (30) consecutive days, the Company will offer temporary deployments on an equalized basis to qualified employees at that location who sign up on an availability list. **A qualification may include any specialized skills necessary for the deployment. Where applicants are equally qualified, seniority will be the determining factor.**
3. An employee temporarily deployed for thirty (30) or more days, but less than ninety (90) days will not be considered for another temporary deployment until they have completed thirty (30) days in their work location. Should the Company issue a local job posting for temporary deployment (to the same or different

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position) during the thirty (30) day period that the employee is not eligible and there are insufficient bids for the job posting, the Company may award the employee the temporary deployment.

4. An employee temporarily deployed for ninety (90) or more days may be deployed for up to twelve (12) months maximum duration (or eighteen (18) months with mutual agreement between the Company and the Union), and will not be considered for another temporary deployment until they have completed ninety (90) days in their work location. Should the Company issue a local job posting for temporary deployment (to the same or different position) during the ninety (90) day period that the employee is not eligible and there are insufficient bids for the job posting, the Company may award the employee the temporary deployment.
5. At least one (1) day prior to posting a local job posting for temporary deployment, the Company will provide a copy of the job posting to, as applicable, the CWA Local President or IBT Business Representative (via facsimile, email or in person). A job posting shall be posted for at least fourteen (14) days prior to its close.
6. For each station from which an employee is on a temporary deployment that is expected to exceed thirty (30) days in duration, the Company shall provide to, as applicable, the CWA Local President or IBT Business Representative (via facsimile, email or in person) a monthly report containing the name of employee(s) on deployment, the title of deployment position, the location of deployment and the date each deployment began and is expected to end.
7. Employees on temporary deployments in management positions will not have authority to administer discipline.

J. In-Station Transfer Bid File

1. Each covered location shall maintain a file for in-station transfer requests, which the Union may review upon request. Employees within the group, classification and location desiring transfer to a different duty assignment are required to submit transfer requests on the appropriate Company form. In-station transfer requests will remain valid through December 31st of the year in which they are submitted. Transfer requests will be accepted on or after December 20th to be valid the next calendar year.
2. Employees may submit as many in-station bids as they wish unless otherwise limited in this Agreement. Employees may also withdraw in-station transfer bids by written request to the appropriate Company official anytime prior to being awarded a transfer.

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3. **An employee with a bid on file will be awarded and required to accept the position.**
4. **Employees awarded an in-station transfer must successfully complete all required formal training. Employees who fail to meet the minimum requirements of the training program or decide to withdraw during the training period will be assigned a position within their group, classification and location.**
5. **An employee awarded an in-station transfer is required to remain in the new position and/or duty assignment for a period of six (6) months, but is eligible for system transfers. All other in-station transfer requests will be discarded.**

K. System Transfer Bid File

1. **The appropriate Company department shall maintain a file for system transfer requests. Employees desiring transfer to Passenger Service positions in different locations are required to submit transfer requests on the appropriate Company form. System transfer requests will remain valid for a period of one (1) year from the date the request is received. By the fifteenth (15th) day of each month, the Company will email a list of all system transfers awarded in the prior month to the Director and Vice Director of the Association, or their respective designees.**
2. **Employees may submit as many system transfer bids as they wish unless otherwise limited in this Agreement. Employees may also withdraw system transfer bids by written request to the appropriate Company official anytime prior to being offered a transfer.**
3. **System transfer offers to other locations shall be communicated to the employee's manager (or designee). Employees will have until 5:00 p.m. Central Time on the second (2nd) business day following the system transfer offer to respond. Employees may file a proxy on the designated Company form with their manager (or designee). The proxy will give the manager (or designee) the authority to accept or refuse the transfer offer on the employee's behalf in the event the transfer offer is made and the employee cannot be contacted within the time frame described above. In the event the employee cannot be contacted and does not have a proxy on file, the employee will be bypassed and will be considered to have refused the transfer offer.**
4. **Employees refusing a system transfer offer will have all other transfer requests on file discarded and will not be considered for any system transfer request for a period of six (6) months. The six (6) month restriction will be lifted prior to considering applicants from outside Passenger Service.**
5. **Employees awarded system transfers to other locations will be scheduled to report for work at the new location ~~immediately, but~~ no later than fourteen (14) calendar days after notification of the award as determined by the Company. The**

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Company, at its discretion, may extend the time to report. Reasonable unpaid time off up to three (3) days for relocation purposes may be requested by the employee and will be granted for relocations within 1,000 linear miles. Unpaid time off up to five (5) days for relocation purposes may be requested by the employee and will be granted for relocations over 1,000 linear miles where appropriate. Such employees will pay all moving and settlement expenses.

6. Employees awarded system transfers are required to remain in the new classification and location for a period of one (1) year. All other transfer requests on file will be discarded. The Company will approve transfer requests on a case-by-case basis from employees who have not completed the minimum stay of one (1) year, who meet the following criteria:
 - a. Completion of at least six (6) months in the new position; and
 - b. The hiring location is recruiting/hiring outside Passenger Service.
7. System transfers will be awarded as follows:
 - a. The senior ~~part-time or full-time~~ employee in the group and classification ~~and location where the vacancy exists~~ who has a system transfer bid on file to the available position;
 - b. The senior qualified ~~full-time or part-time~~ employee within the group who has a transfer request on file to the position/location;

The term "within the group" refers to employees who are actively working in the respective group (Customer Service, Customer Assistance, Premium Customer Services, or Reservations) or those employees who are on furlough from the group from which they were most recently employed and have not accepted a transfer to a different group. If a furloughed or displaced employee accepts a transfer award to a different group in Passenger Service or accepts a position outside Passenger Service, they will no longer be considered as being "within the group" from which they were furloughed/displaced, and will only be considered for a system vacancy according to Paragraphs K.7.c and K.7.d below.

 - c. The senior qualified ~~full-time or part-time~~ employee outside of the group but within Passenger Service with a transfer request on file to the position/location; and
 - d. Applicants from outside Passenger Service.
8. Employees awarded a system transfer must successfully complete all required training.
 - a. Employees awarded a transfer within the same group who fail to meet the minimum requirements of the training program or decide to withdraw

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during the training period, will be returned to their former group, classification and location.

- b. Employees awarded a transfer between groups but within Passenger Service who fail to meet the minimum requirements of the training program or decide to withdraw during the training period will be permitted to return to their former group, classification and location provided a vacancy exists. When no vacancy exists in their former location, such employees will be permitted to submit system transfers for any position for which they are qualified. In the event the employee is unable to successfully transfer under these provisions, they will be placed on furlough status from their former position and will not be entitled to furlough allowance.

L. Employees who are on the final level of the attendance control or progressive discipline programs will be ineligible for system transfers.

M. Employees transferring through the in-station or system transfer bid procedures will assume the available shifts/days off in the new location, position and/or duty assignment until the next schedule bid, and will be required to rebid awarded vacation.

N. Employees on a leave of absence will be offered a transfer if they are able to return to work within fourteen (14) calendar days of the transfer offer. The Company, at its discretion, may extend the time to report.

O. Probationary employees are ineligible for an in-station or system transfer ~~except that a probationary employee will receive consideration before a new hire employee.~~ If a probationary employee transfers outside their current location, the probationary period shall start over.

P. Employees who do not successfully complete training will be prohibited from transferring to any vacancy requiring the same training curriculum for a period of one (1) year following the employee's return date.

Q. New hire employees who are hired to fill a position that requires a language skill and qualify for a language premium, or who transfer into such a position, must remain in the position for a period of twenty-four (24) months.

R. The time an employee must remain in their position or is restricted due to a refusal of a system transfer offer as detailed in this Article may be waived by written mutual agreement between the Company's Managing Director of Labor Relations or their Designee and the Association's Chair or Co-Chair.

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For the Company:

For the Union:



Lynn Vaughn
Managing Director of Labor



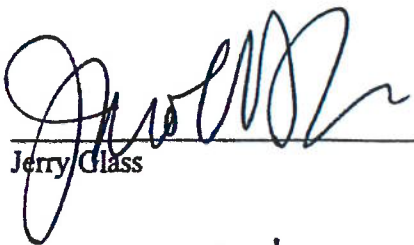
Marge Krueger
Co-Chair, CWA-IBT Association

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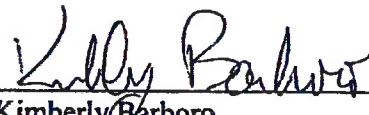
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Co-Chair, CWA-IBT Association

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