

ARTICLE 10 – SENIORITY

- (a) Company seniority will commence with the effective day of placement on the payroll and accrue in accordance with Company policy.
- (b) **Pay** seniority will accrue in accordance with the terms of this Agreement.
- (c) All references in this Agreement to “seniority” will mean Occupational Group Title Seniority, also referred to as Occupational seniority, except where specific reference is made to Company or **Pay** seniority.
- (d) Occupational seniority will begin to accrue from the date of first assignment to a classification within any Title enumerated in Article 11 for a newly hired employee. An employee who changes his Title Group will have his Occupational and **Pay** seniority dates start on the Saturday prior to his report date to the new Title Group. If the employee reports on a Saturday, the Occupational and **Pay** seniority dates will start on that day.
- (e) If an employee is transferred from one station to another, his seniority will not be broken.
- (f) Occupational seniority will govern all employees in the case of promotion, demotion, transfer, retention in case of reduction in force, and reemployment after release due to reduction in force, provided that the employee's qualifications are sufficient for the conduct of the work in the classification to which he is to be assigned.
- (g) An employee, who accepts a regular position with the Company outside of the bargaining unit and holds seniority, will retain but not accrue his seniority for a period of one hundred and eighty (180) calendar days. No employee can exercise this option more than once in a two (2) year period. The two (2) year period will begin with the day the employee returns to the bargaining unit.
 - (1) Such an employee must continue to pay union dues and may return to his former classification and station, provided that he elects to return within one hundred and eighty (180) calendar days from the date he left the bargaining unit. In no event will the return of an employee directly result in the displacement of another employee in the classification to which he returns. If the employee is less senior than the most senior employee (in that classification, at that station) on layoff, he will be placed on layoff status.
 - (2) An employee who exceeds one hundred and eighty (180) calendar days in a regular position outside of the bargaining unit will forfeit all Occupational seniority.
- (h) An employee who accepts an acting assignment as a manager, supervisor, planner, or any special assignment outside the scope of the Agreement with the Company (MPR) will not exceed a period of three hundred and twenty (320) actual hours for all time worked in any calendar year in that assignment, either successive or

cumulative. No two acting assignments of three hundred and twenty (320) hours can be made successively, i.e., within ninety (90) calendar days. The total number of hours worked, including overtime, will be included for the purposes of this section.

(1) Any extension will be made only by agreement between the Company and the Union.

(2) Time in a temporary or acting assignment in any calendar year will be counted toward the one hundred and eighty (180) calendar days retention period if a regular assignment is accepted in that calendar year. These applications will be subject to review by a panel composed of one AA and one TWU designated representative.

(3) An employee who exceeds three hundred and twenty (320) actual hours in any calendar year will forfeit all Occupational seniority.

(4) The Company will provide to the Local TWU President a monthly report of those employees receiving MPR, or who have received MPR since the last reporting period, which shall include accumulated hours.

(5) Management will notify and discuss with the local TWU President or his designee in advance of its intent to make an MPR assignment for work typically performed by management personnel. In the event of a last minute "acting supervisor/management" assignment, local management will advise the TWU after said assignment.

(i) An employee, having Occupational seniority, who permanently transfers at his own request to a classification of work in another Title Group or under the Stock Clerk Agreement, the Technical Specialist Agreement, or the Fleet Service Agreement, will retain seniority in the classification and Title Group from which he transferred for a period of time not exceeding his service in the former Title Group. That retained seniority may be exercised only in the event of a reduction in force pursuant to the provisions of Article 15(b).

(j) When an employee, who is junior to another employee, is promoted over the other employee (**bid job**) the senior of the two employees will continue to retain his position on the seniority roster.

(k) In the event that two or more employees have the same Occupational seniority date, **the employee's initial** placement on the seniority list will be determined on the following tiebreakers:

- (1) Earliest previous AA-TWU Occupational seniority date.
- (2) Earliest Company seniority date.
- (3) Oldest in chronological age.