

ARTICLE 10 - SENIORITY

(a) Company seniority will commence with the effective day of placement on the payroll.

(b) 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 ~~Classification-Pay~~ seniority.

(c) Occupational Group Title seniority and Company seniority will begin to accrue from the date of first assignment (e.g. training, orientation, etc.) to a classification within any Title enumerated in Article 11 for a newly hired employee. ~~Classification-Pay~~ seniority for a newly hired employee will begin to accrue when he is placed on payroll.

An incumbent employee who changes Title groups will begin to accrue Occupational and ~~Classification-Pay~~ seniority beginning the Saturday prior to the date of first assignment in the new Title Group. If an employee begins work on a Saturday he will begin to accrue Occupational and ~~Classification-Pay~~ seniority on that day.

(d) If an employee is transferred from one station to another, his seniority will not be broken.

(e) Occupational Group Title 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.

(f) An employee who, as of the date of this Agreement accepts a position with the Company outside of the bargaining unit, and holds seniority, will retain, but not accrue his seniority for a period not to exceed one hundred and eighty (180) calendar days. An employee can only exercise this option once in a two (2) year period. This two (2) year period will begin the day the employee returns to the bargaining unit.

The 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 the 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 and at that station) on layoff, he will be placed on layoff status.

An employee who exceeds one hundred and eighty (180) calendar days in a position outside of the bargaining unit will forfeit all Occupational seniority.

(g) An employee who accepts a temporary or acting assignment with the Company as a manager, supervisor or any special assignment outside the scope of this

Agreement will not exceed a period of three hundred and twenty (320) actual hours for all time worked in any calendar year. No two three hundred and twenty (320) hour temporary assignments can be made successively i.e. within ninety (90) days. The total number of hours worked, including overtime, will be included for the purposes of this section.

An extension of hours may be granted by agreement between the Company and the Union.

(1) Time in a temporary or acting assignment in any calendar year will be counted toward the one hundred and eighty (180) calendar day 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.

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

(3) 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 will include accumulated hours.

(4) Management will notify 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.

(h) An employee having Occupational seniority who permanently accepts a position at his own request in a classification of work in another TWU Agreement with the Company will retain Occupational 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. Retained Occupational seniority may be exercised only in the event of a reduction in force pursuant to the provisions of Article 15(b).

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

(j) The following procedure will outline the proper method for determining tie breakers ~~for of~~ Occupational seniority for initial placement of TWU represented employees on the System Seniority list outlined in Article 13. In descending order:

- (1) Occupational seniority date
- (2) Earliest previous AA-TWU Occupational seniority date
- (3) Company seniority date

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- (4) Birthday
- (5) Employee number (lowest to highest)

