

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) ~~Classification~~ (Pay) seniority will accrue in accordance with the terms of this agreement.

(c) All references in this Agreement to seniority will mean Occupational Title Group Seniority, also referred to as Occupational seniority, except where specific reference is made to Company or ~~Classification~~ **Pay** Seniority.

(d) Employees entering this classification, **from other Title groups**, will begin to accrue Occupational seniority **and Pay seniority** from the date the employee accepts the Technical Specialist position. **Laid off employees, who are retaining recall and transfer rights, will begin to accrue Occupational seniority and Pay seniority from the date the employee accepts the Technical Specialist position. For newly hired employees Occupational seniority and Pay seniority will begin to accrue from the date of first assignment to the Technical Specialist position will commence with the effective day of placement on the payroll and accrue in accordance with the applicable provisions of this Agreement. For employees from outside TWU bargaining units Occupational seniority and Pay seniority will commence with the effective day of placement on the payroll and accrue in accordance with the applicable provisions of this Agreement.**

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

(f) Occupational Seniority will govern all employees hereunder in the case of 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 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. 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.

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 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.

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 this 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 such 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.

Any extension will be made only 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 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.

(2) An employee who exceeds three hundred and twenty (320) 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 receiving MPR, or who have received MPR since the last reporting period, which will include accumulated hours.

(i) A Technical Specialist having Occupational seniority who permanently transfers at his own request to another classification of work in another AA /TWU Agreement will retain seniority in the classification from which he transferred for a period of time not exceeding his service in the former classification. Such retained seniority may be exercised only in the event of a reduction-in-force pursuant to the provisions of Article 15 (b).

(j) In the event that two or more employees have the same Occupational seniority date, placement on the seniority list will be determined by the following tie breakers:

- (1) Earliest previous AA/TWU Occupational seniority date.
- (2) Earliest current Company seniority date.
- (3) Birthday.