

ARTICLE 10 - SENIORITY

(a) Company Seniority will commence with the effective date of placement on the payroll.

(b) Instructor occupational seniority as referenced in this Agreement will commence with placement in a position covered by this Agreement. Employees covered by this agreement as of ~~March 1, 2001~~TBD, will have seniority dates as listed in Appendix "A" of this Agreement and in each published list thereafter as provided under Article 13. Instructors employed after ~~March 1, 2001~~TBD, in a position covered by this Agreement will begin to accrue occupational seniority from the date of first assignment to such Instructor position. All references in this Agreement to seniority will mean occupational seniority except where specific reference is made to Company Seniority.

(c) The seniority number will determine any Instructor position within his classification. Instructor classifications are:

Classification I      Ground School Instructor

~~Classification II      Flight Engineer Simulator Instructor~~

Classification III      Pilot Simulator Instructor

(d) Instructor Seniority number will govern in the case of reduction in force and reemployment after release due to reduction in force as outlined in Article 15 and Article 16 of this Agreement.

(e) An employee covered by this Agreement who accepts a position with the Company, outside the bargaining unit, may elect to return to the bargaining unit within one hundred ~~twentyeighty~~ (20180) calendar days without loss of seniority. If the employee elects to remain outside of the bargaining unit, his/her occupational seniority date will be moved forward a day for each day that he/she remains outside of the bargaining unit effective the date he left the bargaining unit. This will freeze his seniority at the number of years, months and days accrued up to the date of the transfer out of the bargaining unit. Should the employee return to the bargaining unit, his seniority number would be adjusted to reflect his new seniority in the bargaining unit relative to other members of the unit.

(f) Any employee formerly in the bargaining unit who holds a position with the Company outside of the bargaining unit on the date of this Agreement will have his occupational seniority date moved forward a day for each day that he remains outside of the bargaining unit.

(g) An employee who desires to return to the bargaining unit from another position within the Company will not displace an employee in the classification to which he/she desires to return.