

ARTICLE 35 – TEMPORARY EMPLOYEES

(a) Temporary employees will not be employed during the duration of this Agreement, unless there is a mutual consent between the Vice President – Employee Relations and the TWU Director Air Transport Division or his designee.

(b) Temporary employees may be hired by the Company to accomplish and perform work of any emergency nature not to exceed forty-five (45) calendar days; but if qualified employees laid off due to a reduction in force are available at the station or locality where the work is to be performed, they will be given the first opportunity of that employment.

(c) Notwithstanding the above, temporary employees may be hired at each airport/base to accomplish and perform work twice within the calendar year for periods not to exceed forty-five (45) calendar days for each occurrence. If qualified employees laid off due to a reduction in force are available at the station or locality where the work is to be performed, they will be given the first opportunity of employment.

(d) Any additional temporary employees hired under this Article not subject to paragraphs (b) and (c) above, will be subject to mutual consent between the Vice President – Employee Relations and the TWU Director-Air Transport Division. In the event the Company needs full time temporary employees, regular part time employees at the location will be offered temporary full time opportunities prior to hiring full time temporary employees.

(e) Temporary employees will not accrue occupational or **pay** seniority, except that employees, who are on layoff status or formerly part time, will accrue occupational seniority during periods of temporary employment. When a temporary employee becomes a regular employee, without a break in service, occupational and **pay** seniority will be retroactive to the original date of temporary employment. The employee will be subject to the provisions of Article 9(a).