

Tentative Agreement  
June 8, 2004 16:00

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**ARTICLE 5 – SENIORITY**

A. The following terminology, definitions, and applications shall govern in matters of Seniority.

- 1. Hire Date – is defined as the date that an employee is initially hired by the company in any capacity, when the employee renders continuous service in any part of the Company’s operation. Hire date will be used for the purposes of pass benefits and 401K participation.
- 2. Company Seniority – is defined as total length of service as a full-time employee in all Classifications (including those that are not covered by this Agreement, such as Supervisor, Customer Service Agent, Pilot, etc.) with the Company. This date shall be used to determine the quantity of vacation. For the purposes of this agreement, “Company Seniority” will be referred to as “Longevity”.
- 3. Classification Seniority – is defined as the total length of service with the Company in a Classification, covered by this Agreement and shall accrue from the effective date of entering the award to that Classification as covered by this Agreement. Classification Seniority shall be used in determining Pay, Realignments, Furlough, Vacancy Bidding, Vacation Bidding, and various other benefits as specified in this Agreement. For the purposes of this agreement “Classification Seniority” will be referred to as “Seniority”. (Note: There is no “Work Area” seniority.)
  - a. **Exception 1: Any employee hired into a premium classification (above AMT) that requires AMT qualifications who has not previously held an AMT position under this Agreement shall accrue AMT seniority from date of hire (i.e., Leads, Inspectors, MXC). This shall apply retroactively to affected employees.**
  - b. **Exception 2: Employees successfully bidding on premium classifications shall retain and accrue seniority in any non-premium classifications from which promoted. In the event an employee is promoted from one premium classification to another premium classification, that employee will maintain seniority in that previous premium classification but will no longer accrue seniority.**
- 4. *Part-Time Seniority-* [MOVED TO ECONOMICS]

B. The following ten classifications shall be recognized for Seniority purposes in this Agreement:

- 1. Aviation Maintenance Technicians (AMT’s)

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- 2           2.     **Avionics Technicians**
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- 4           3.     **Lead AMT's**
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- 6           4.     **Lead Avionics Technicians**
- 7
- 8           5.     **Inspectors**
- 9
- 10          6.     **Maintenance Instructor**
- 11
- 12          7.     **Maintenance Controller/Coordinator**
- 13
- 14          8.     **Lead GSE Mechanic**
- 15
- 16          9.     **GSE Mechanic**
- 17
- 18          10.    **Janitor / Maintenance Support**
- 19

20 C.    Employees on approved leaves of absence shall retain and accrue longevity and  
 21       seniority in their Classification for thirty days. For leaves of absence greater than  
 22       30 days, employees will retain but not accrue longevity and seniority, except as  
 23       provided in ~~Article 17~~ **this Agreement.**

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25 D.    Employees hereunder who accept positions in a management capacity with the  
 26       Company and/or positions not directly covered by this Agreement shall stop  
 27       accruing Classification Seniority on the effective date of the new position,  
 28       **provided however, that unless the following conditions are met:**

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30       1.    An employee covered by this Agreement who accepts ~~in~~ **such** a position ~~in~~  
 31       ~~management~~ shall maintain ~~their~~ **his** Seniority for bidding purposes for ~~the~~  
 32       **a one hundred eighty (180) day transition period. The employee will**  
 33       **forfeit his classification seniority after the one hundred eighty (180)**  
 34       **day transition period.** Should the employee ~~voluntarily~~ transfer back to a  
 35       position covered by this Agreement within the transition period, ~~they~~ **he**  
 36       shall immediately be liable for the current month's dues, and have thirty  
 37       (30) days to pay the retroactive dues owed back to ~~their~~ **his** date of  
 38       transfer. Should ~~they~~ **he** fail to pay the retroactive dues ~~they~~ **he** shall  
 39       forfeit all seniority rights and be placed last on the seniority list.

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41       2.    ~~Employees accepting a position within the Company will retain~~  
 42       ~~Classification Seniority as of the date of acceptance or as stated in~~  
 43       ~~paragraph D.1 of this article.~~

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45 **E.    Seniority List and Protest of Seniority**

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- 1. Seniority lists covering the shops or departments affected shall be prepared by the Company and a copy furnished to the Association's Airline Representative and shall be **electronically published on Employee accessed Company website every one hundred eighty (180) days February 1 and August 1**, and ~~shall be posted in each shop, hangar, or facility no later than the 5th of the month.~~ Such lists will be subject to correction by the Company or upon protests. If corrections are made, a new list will be **electronically published** ~~posted~~ within 7 days.
  
- 2. **Protests requesting correction of seniority dates or for addition or deletion of names shall be submitted directly to the AMFA local Airline Representatives within ten (10) working days following the posting of a list. A copy shall be provided at the same time to the Director of Maintenance. Any protest not filed within the applicable (10) working days shall be considered untimely, and the Company will not be required to process the protest. The Association shall be responsible for the prompt evaluation of all such protests. Upon completion of its evaluation, which shall be within 14 working days of its receipt the Association shall present its position on each filed protest to the Company's Director of Maintenance. The time limit may be extended by written mutual agreement between the Company and the local Airline Representative. The Company shall have the right to accept or reject the position presented by the Association.**
  - a. **If the Company accepts the Association's position, it shall be implemented and shall be final and binding on all parties concerned and shall not be subject to further review.**
  
  - b. **If the Company rejects the Association's position, within 30 days of receipt of the written rejection the dispute may be submitted by the AMFA local Airline Representative directly to the System Board of Adjustment in accordance with Article 16.A.2. The jurisdiction of the System Board of Adjustment shall be restricted to a determination of the correction of a seniority date or addition or deletion of a name or names on the seniority list. No other remedy shall be permitted.**
  
  - c. **Any correction of a seniority date or addition or deletion of a name or names on the seniority list shall have prospective effect only when determined in accordance with paragraph a. or b. above.**
  
- 23. If retained in the employ of the Company after the probationary period, the names of such employees shall then be placed on the Seniority List for the respective Classifications, in the order of the date of their original employment in that Classification. When two or more new employees enter service on the same date, Seniority rank shall be determined by age,

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the eldest being the most senior. If two or more employees enter service on the same date and have the same age, then Seniority shall be determined alphabetically by last name.

- F. New employees shall be regarded as probationary employees for the first one hundred eighty (180) calendar days of their employment in the classification, and there shall be no responsibility on the part of the Company for the re-employment of probationary employees during this period. Probationary employees may be discharged at any time without a hearing or recourse to the grievance procedures.
- G. An employee hereunder shall lose his Longevity and Seniority status, his name shall be removed from the Seniority Lists, and he shall not be entitled to preference in re-employment under the following conditions:
  1. He quits or resigns.
  2. He is discharged for just cause.
  3. He is out of service under the Scope of this Agreement due to a reduction in force for a period of ~~three~~ **five (35)** years from the date of ~~furlough~~ **layoff**.
  4. He fails to return to work when scheduled at the end of an authorized leave of absence.
  5. He does not return to work after notification of recall from furlough, **or layoff in accordance with Article 13.**
  6. He does not report to work for two (2) consecutive days and fails to advise the Company. This will be classified as a voluntary resignation.