

Tentative Agreement

1 Article 8 – Seniority

2 A. Date of Hire Seniority is defined as continuous service in any department. Date of Hire
3 Seniority is applied to:

- 4 1. vacation accrual; and
- 5 2. service awards.

6 B. Passenger Service Seniority is defined as continuous service in an Association covered
7 position within Passenger Service. Passenger Service Seniority shall be applied to:

- 8 1. bidding of shifts/days off;
- 9 2. bidding of all vacation periods;
- 10 3. filling of vacancies;
- 11 4. reductions in force/displacements/recalls; and
- 12 5. overtime assignment where seniority is used.

13 C. Pay Date Seniority is defined as continuous service in an Association covered position
14 within Passenger Service, but is adjusted for:

- 15 1. time lost in excess of thirty (30) days due to an unpaid leave of absence (e.g., an
16 unpaid leave that is thirty-one (31) days will result in a one (1) day adjustment to
17 Pay Date Seniority date). Military leave will not result in an adjustment to Pay
18 Date Seniority; or
- 19 2. all furloughs extending beyond ninety (90) days; or
- 20 3. all unpaid suspensions extending beyond thirty (30) days.

21 D. Employees who transfer into Passenger Service will be assigned a Passenger Service
22 Seniority date and a Pay Date Seniority date, which will be the first day worked in
23 Passenger Service.

24 E. Employees who transfer within Passenger Service will be placed on the longevity step of
25 the new pay scale based on their Pay Date Seniority.

26 F. When two (2) or more employees have the same seniority date, the following method will
27 be used to determine the seniority order:

- 28 1. Identical Passenger Service Seniority date - the senior employee will be the
29 employee with the earliest Date of Hire Seniority.
- 30 2. Identical Date of Hire Seniority date - the senior employee will be the employee
31 who has the highest four-digit number using the last four digits in their social
32 security number.

33 G. An employee covered by this Agreement will lose their seniority status and their name
34 shall be removed from the seniority list when:

- 35 1. they quit, resign, or retire; or
- 36 2. they are discharged for just cause; or

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- 1 3. they do not return from furlough pursuant to the terms and conditions of Article 14
- 2 of this Agreement; or
- 3 4. their recall rights expire; or
- 4 5. they do not return from a Leave of Absence within the scheduled period; or
- 5 6. as otherwise provided in this Agreement.

6 H. Employees who transfer to a position outside Passenger Service shall retain, for a period
7 of six (6) months, all Passenger Service Seniority and Pay Date Seniority accrued up to
8 their date of transfer from Passenger Service. During this six (6) month period, with
9 Director approval, these employees will be eligible to use retained seniority to bid for
10 system vacancies. Following this six (6) month period, such employees who return to
11 Passenger Service will be awarded a Passenger Service Seniority date and a Pay Date
12 Seniority date which will be the first day worked in Passenger Service upon their return.

13 I. A seniority roster will be posted electronically twice a year no later than the last day of
14 January and July each year. Seniority lists will indicate the employee's name, Passenger
15 Service Seniority date, Date of Hire Seniority date, and include their domicile city. The
16 Company will provide the Union these seniority rosters with sufficient additional
17 identifying information to validate the seniority list.

18 J. Employees who wish to protest any omission or incorrect posting of their seniority must
19 do so by filing a written grievance within thirty (30) days of the date of the most recent
20 seniority roster posting. Seniority protests will be strictly confined to errors, changes or
21 omissions which occurred on the most recent seniority posting only. Any employee on
22 leave at the time of posting of the list shall have a period of fifteen (15) days from the date
23 of their return to service to file a protest.

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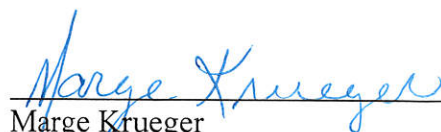
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For the Company:

For the Union:



Lynn Vaughn
Managing Director of Labor



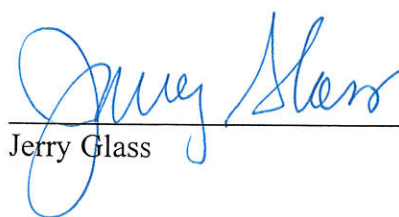
Marge Krueger
Co-Chair, CWA-IBT Association

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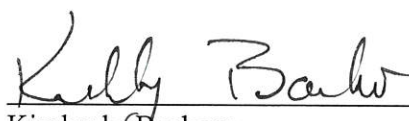
Date

11/2/22

Date



Jerry Glass



Kimberly Barboro
Co-Chair, CWA-IBT Association

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Date

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