

TENTATIVE AGREEMENT

ARTICLE 14 SENIORITY

Section 14.1 Accumulation of Seniority.

The seniority of an individual at any time (subject to the other Sections of this Article 14) shall be:

14.1(a) The amount of seniority he/she had immediately prior to the effective date of this Agreement, calculated in accordance with the Collective Bargaining Agreement between the parties dated September 29, ~~2002~~2005; plus

14.1(b) The time after such effective date that he/she is on the active payroll of the Company within any bargaining unit to which this Agreement relates; plus

14.1(b)(1) for employees on the active management (supervisory) payroll of the Company on September 1, 1999, the time before or after the effective date of entry onto such payroll, provided he/she has at some previous time worked within any such unit (including any preceding variation of any such unit) and provided further that this Subparagraph will not affect the seniority of those in any such unit (including those on layoff or leave of absence from any such unit) on such effective date; plus

14.1(b)(2) for employees promoted to the active management (supervisory) payroll of the Company on or after September 2, 1999, a cumulative total of five (5) years spent on such payroll following such effective date, provided he/she has at some previous time worked within any such unit (including any preceding variation of any such unit); provided further that this Subparagraph will not affect the seniority of those in any such unit (including those on layoff or leave of absence from any such unit) on such effective date; and provided further that this Subparagraph shall not apply to employees temporarily promoted to such payroll or promoted to such payroll for purposes of staffing a joint program (such employees to continue to accrue seniority in accordance with Section 14.1(b) above); plus

14.1(b)(3) time lost by reason of industrial injury, industrial illness, or jury duty; plus

14.1(b)(4) time on leave of absence granted for the purpose of serving in the Armed Forces of the United States; plus

14.1(b)(5) time spent on authorized leave of absence for Union business; plus

14.1(b)(6) time spent on leave of absence granted by the Company for the purpose of permitting an employee to engage in activities requested by the Company; plus

14.1(b)(7) time spent on authorized leave of absence granted because of pregnancy or to cover periods of nonindustrial injury or illness, not to exceed one (1) year during any such period; plus

14.1(b)(8) the first ninety (90) days of any other authorized leave of absence; plus

14.1(b)(9) time on disability retirement from any such unit provided the employee qualifies to return to the active payroll under the provisions of Section 22.18(~~fe~~); plus

14.1(b)(10) time on layoff from any such unit not to exceed, in each instance:

~~(a) A period of eight (8) years for employees with five (5) or more years of seniority at time of layoff if the layoff occurred after September 11, 2001 and prior to September 11, 2004 (less time on leave under Subparagraphs 14.1(b)(7) and 14.1(b)(8) where such leave immediately precedes such layoff);~~

(~~ba~~) A period of ~~seven (7)~~eight (8) years for employees with five (5) or more years of seniority at time of layoff (less time on leave under Subparagraphs 14.1(b)(7) and 14.1(b)(8) where such leave immediately precedes such layoff);

(~~eb~~) A period of five (5) years for employees with three (3) or more but less than five (5) years seniority at time of layoff (less time on leave under Subparagraphs 14.1(b)(7) and 14.1(b)(8) where such leave immediately precedes such layoff);

(~~dc~~) A period of three (3) years for employees with ~~one (1) or more years but~~ less than three (3) years seniority at time of layoff (less time on leave under Subparagraphs 14.1(b)(7) and 14.1(b)(8) where such leave immediately precedes such layoff);

(~~e~~) ~~A period of one (1) year for employees with less than one (1) year seniority at time of layoff (less time on leave under Subparagraphs 14.1(b)(7) and 14.1(b)(8) where such leave immediately precedes such layoff).~~

Section 14.2 Transfer From One Location to Another.

An individual who has accumulated seniority under the provisions of this Article 14 when transferred from one Primary Location (or Remote Location thereof) to another Primary Location (or Remote Location thereof) shall retain such seniority.

Section 14.3 Loss of Seniority.

14.3(a) An individual shall lose seniority rights for the following reasons:

14.3(a)(1) Resignation.

14.3(a)(2) Discharge for cause.

14.3(a)(3) Failure to respond with his/her acceptance within seven (7) regular workdays after dispatch by courier or certified mail, return receipt requested, of a recall from layoff unless such period is extended by the Company if such recall is to a job that he/she must accept under the applicable provisions of Article 22 or lose seniority. However, if such an employee, who otherwise would retain his/her seniority except for the provisions of this Section 14.3(a)(3), contacts the Company in writing within thirty (30) calendar days of his/her seniority loss, his/her seniority will be reinstated and he/she will be placed on the Category A roster in seniority order for prospective purposes.

14.3(a)(4) Failure to report for work within five (5) workdays after acceptance or on such later date as may be designated by the Company.

14.3(a)(5) Layoff for a period in excess of eight (8) years for employees with five (5) or more years of seniority at time of layoff ~~if the layoff occurred after September 11, 2001 and prior to September 11, 2004~~; layoff for a period in excess of seven (7) five (5) years for employees with three (3) years or more but less than five (5) years seniority at time of layoff; layoff for a period in excess of three (3) years for employees with ~~one (1) or more but~~ less than three (3) years seniority at time of layoff; ~~layoff for a period in excess of one (1) year for employees with less than one (1) year seniority at time of layoff.~~

14.3(a)(6) Retirement from the active payroll, leave or layoff status (excludes those employees on disability retirement who qualify to return to the active payroll under the provisions of Section 22.18(~~fe~~)).

14.3(b) Any employee of the Company outside of a collective bargaining unit covered by this Agreement who is discharged or quits shall be considered a new hire without seniority if subsequently employed within the bargaining unit.

Section 14.4 Reinstatement of Seniority Lost by Reason of Duration of Layoff.

An employee laid off on or after October 4, ~~1980~~1990, who has lost his/her seniority solely because of the application of Subparagraph 14.3(a)(5) shall, upon re-employment by the Company, have that seniority reinstated if the employee returns to the active payroll and his/her period of separation from the active payroll does not exceed the amount of seniority he/she had at the date of his/her layoff, plus the amount of seniority he/she accumulated under the applicable provisions of all Collective Bargaining Agreements between the parties beginning October 4, 1980 and thereafter.

Section 14.5 Nature of Seniority Rights.

Seniority rights are those specified by effective written agreement and shall not be deemed to exist independently of such agreement.