



SECTION 40 – COLLECTIVE BARGAINING

10/31/17

3. PILOT PAYMENT FOR TRAINING
SOURCE - Board 1992

Negotiating Committees should not negotiate provisions for promissory notes for training, training contracts, or requirements that pilots pay for training. ALPA's goal is to include a provision in each agreement that no pilot shall be required to pay for training, including pre-employment training.

G. LEAVES OF ABSENCE

1. MILITARY

SOURCE - BOARD 1948; BOARD 1960; Executive Board May 1986; AMENDED - Board 1992; Administrative January 1998 (Canada Reference Added)

- a. The military leave subsection of the Leave of Absence Section of each agreement shall be corrected to provide at least the minimum rights, privileges and protection established by law.
- b. It shall be ALPA's goal to protect the rights of pilots recalled into active military service as a result of Presidential, Congressional or Canadian Government action by negotiating provisions in agreements insuring:
 - (1) The continued accrual of all longevity related benefits, including sick leave and vacation accrual, while such pilots are serving their country.
 - (2) The retention of Company paid group medical and insurance programs for each pilot's dependents.

2. ALPA LEAVE

SOURCE - Board 1992

A provision establishing a right to a leave of absence for members who are elected or appointed to serve in an official ALPA capacity, including the right to retain and accrue seniority, longevity, and all other pilot rights and benefits shall be negotiated in each pilot agreement.

3. MEDICAL LEAVE INCLUDING FMLA AND MATERNITY LEAVES

SOURCE – Board 1998

H. SENIORITY

1. SYSTEM SENIORITY

SOURCE - Executive Board July 1949; AMENDED - Executive Board May 1986

It shall be ALPA's goal to achieve seniority Sections in all agreements. Such Sections shall embody the concept of system seniority, as opposed to base seniority or any other kind, as the method for delineating pilot relationships.

2. STANDARDIZATION OF SENIORITY SECTIONS

SOURCE - Board 1956

ALPA is instructed to use every means at its command in standardizing for prospective application two Sections of all agreements.

- a. Specifically, the part of the Seniority General Section which establishes hiring procedures and establishment of position on the seniority list, shall be standardized so



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that in the event of mergers, acquisitions, sales, etc., a common foundation will exist, thereby eliminating future controversy on this subject.

- b. Specifically, the Section in all agreements pertaining to sales, mergers, acquisitions, etc., shall be standardized and encompass adequate legal force and effect consistent with appropriate public law.

3. SENIORITY - GENERAL

SOURCE - Board 1956; AMENDED - Executive Board December 1971; Administrative January 1998 (Canada Reference Added); Executive Board September 1998

- a. Seniority of a pilot shall be based upon the length of service as a pilot with the Company.
- b. Seniority shall begin to accrue from the date upon which a pilot employed by the Company as a pilot begins initial operational training required to perform such duties in airline operations and shall continue to accrue during such period of employment except as otherwise provided in his agreement. The date upon which a pilot first appears upon the Company's payroll as a pilot and begins initial operational training required to perform such duties in airline operations shall establish such pilot's position on the System Seniority List. When two or more pilots are placed on the seniority list on the same date, they shall be placed on such list according to their age; i.e., the oldest pilot shall receive the lowest number, except where prohibited by law.
- c. If through an illegal act of the employer, a pilot is prevented from attaining employment status in a piloting position and commencing initial operational training, said pilot shall, for the purposes of paragraph 3b. above, be considered as having attained such employment status and having commenced such initial operational training at that point in time when said pilot would have attained such employment status and commenced such initial operational training but for the illegal act of the employer. Additionally, if a pilot in fact is recognized by the employer as having attained employee status but said pilot is delayed in the commencement of his/her operational training as a result of honoring an ALPA-sanctioned picket line against said pilot's employer, the pilot's seniority date for purposes of paragraph 3b. above, shall be the date of his/her assignment to initial operational training when such assignment is not complied with as a result of honoring such ALPA-sanctioned picket line.
- d. Seniority shall govern all pilots in case of promotion and demotion, their retention in case of reduction in force, their assignment or reassignment due to expansion or reduction in schedules, their reemployment after release due to reduction in schedules, their reemployment after release due to reduction in force, and their choice of vacancies, provided that the pilot's qualifications are sufficient for the operation to which he is to be assigned. In the event that a pilot is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish such pilot written reasons therefore.

4. SENIORITY STATUS OF EXECUTIVE OR ENGINEERING PILOTS

SOURCE - Board 1962; AMENDED - Executive Board May 1971

A regular airline pilot who is offered and accepts a management or engineering test pilot position may remain on the seniority list in his respective position. Further, strong effort shall be made to negotiate provisions in all agreements which will require that no Company aircraft may be flown on any type of flight by other than pilots who are on the system seniority list. Management or engineering pilots who would have been furloughed in reverse order of seniority may not fly any type of flight in Company aircraft.