

## SECTION 22

### SENIORITY

#### A. Federal Express Pilots' Master Seniority List

1. The Federal Express Pilots' Master Seniority List (referred to throughout this Agreement as the Master Seniority List), containing the name of each pilot and his relative placement on the list, shall continue to be maintained. The list will include both pilot and engineer seniority numbers. The list shall be brought up to date as of July 1 of each year and will be posted within 30 days thereafter. The effective date shall appear on the list.
2. The seniority of a pilot employed on or after May 31, 1999 shall accrue from his date of hire. When 2 or more pilots have the same date of hire, those pilots shall be placed on the Master Seniority List in order of the last four digits of their social security numbers with the pilot having the highest last four digits of his social security number receiving the more senior placement on the list. If 2 or more pilots have the same date of hire and have the same last four social security digits, their relative placement on the Master Seniority List shall be determined by drawing lots.

#### B. Seniority Accrual and Application

1. A pilot who has established seniority shall not lose his seniority except that a pilot shall forfeit all employment and seniority rights and his name shall be removed from the Master Seniority List under the following conditions:
  - a. Retirement.
  - b. Resignation.
  - c. Termination for just cause pursuant to Section 19, 20, and 21.
    - i. The seniority list will include a terminated pilot's name until his termination is final, inclusive of System Board proceedings, if any. A terminated pilot's inclusion on the seniority list does not confer any rights of employment whatsoever.
    - ii. Section 20 is included because terminations that result from the application of Section 11 (Training) due to training failures give rise to contractual as opposed to disciplinary grievances.
  - d. Failing to return to a flying position upon recall pursuant to the provisions of Section 23.
  - e. Failing to return to work at the expiration of a leave of absence.
  - f. Termination of probationary pilots pursuant to Sections 19.A.3.b., 20 and 21. Section 20 is included because terminations that result from the application of Section 11 (Training) due to training failures give rise to contractual as opposed to disciplinary grievances.
  - g. Failing to be recalled from furlough by the Company for 7 continuous years.
  - h. Rejecting an offer of retirement under Section 23.A.2.c.
2. Except as otherwise provided in this Agreement, seniority shall govern all pilots in cases of vacancy posting awards, bid period schedule awards, vacation awards, ITU training schedules pursuant to Section 24, and retention in case of reduction in force and recall pursuant to Section 23.

#### C. [RESERVED]

#### D. Protests of Master Seniority List

1. The Master Seniority List as of April 1, 2010 is considered inviolate. Challenges related to such arising from facts and circumstances occurring after April 1, 2010, however, are subject to Section 20 as follows:
  - a. Challenges relating to any subsequently published list must be filed on or before March 31 of the year in which the subsequent list is published.
  - b. An alleged error(s) on an annually updated Master Seniority List not grieved by March 31 of the year following the year in which the list is published is not grievable at any time in the future.

- c. A pilot who is on leave of absence, vacation, sick leave or is not engaged in active employment with the Company at the time an annually updated Master Seniority List is posted, may file a grievance concerning an alleged error on the most recently published list provided he does so before the earlier of:
  - i. 30 days following his receipt of the updated Master Seniority List; or
  - ii. 30 days following his return to active pilot employment.
- d. The Company may correct typographical or clerical errors on the Master Seniority List any time during the year. The Company shall notify the Association in writing of any corrections.

E. Probationary Pilots

- 1. A pilot hired before February 28, 2011, shall be employed on a probationary basis for the first 365 days of accumulated active service as a pilot with the Company. A pilot hired on or after February 28, 2011, shall be employed on a probationary basis on his DOH, and continuing for the first 365 days of accumulated active service as a pilot with the Company following the check ride/qualification event that establishes his base month for recurrent training/continuing qualification. Termination of a pilot's employment during his probationary period shall result in the removal of the pilot from the Master Seniority List, subject to the provisions of Sections 19, 20 and 21.
- 2. Notwithstanding the provisions of Section 22.E.1., a probationary pilot is subject to the provisions of Section 23.