

SECTION 3

AUTHORITY OF COLLECTIVE BARGAINING AGENT FOR PILOT EMPLOYEES OPERATING UNDER PART 121 OR PART 135

A. ORDERING OF PILOT SENIORITY LISTS

1. Seniority lists for pilots operating under collective bargaining agreements with certificate holders operating under Part 121 or Part 135 shall be subject to modification by the collective bargaining agent (CBA) per this section.
2. The relative order on the seniority list shall not be altered for the duration of employment with the certificate holder, unless specified by this section, and shall succeed any change in CBA.
3. The relative order on the seniority list may be changed in the following manner and circumstance:
 - a. Pilots on the seniority list acting as “strike breakers” during a lawful job action by the collective bargaining agent may be placed in any position junior to their present position, without regard to relative order or their consent.
 - b. No pilot from the seniority list shall be considered a “strike breaker” unless:
 - i. the pilot is exercising the privileges of his/her airman’s certificate during a legal job action for a certificate holder or contractor of the certificate holder in a lawful dispute with the CBA and,
 - ii. the pilot does not immediately desist performing in a “strike breaker” capacity upon learning of a legal job action and,
 - iii. it was reasonable to understand that a legal job action was in progress.
 - c. The CBA shall have been defined as serving notice by sending such notice by certified mail or courier to the pilot’s address of record with the CBA detailing that said pilot is acting as a “strike breaker,” was

observed or recorded as acting as such, lists the approximate time and date, and that the CBA is in a lawful labor dispute with the certificate holder. The notice shall specify that loss of seniority may occur subsequent to the resolution of the labor dispute. The notice shall also specify how a pilot may confirm that he/she no longer is acting in a “strike breaker” capacity for the duration of the dispute and specify how a pilot may dispute that he/she had acted in a “strike breaker” capacity.

- d. No pilot may have a valid claim ignorance of a lawful job action subsequent to 72 hours after its onset. This shall not be construed to validate claims of ignorance within the first 72 hours of a lawful job action.
- e. It is the responsibility of the pilot to understand that a legal job action is in progress, not to take unreasonable steps to prevent from being informed of such and, to check with the address of record on file with the CBA, the CBA website, the telephone of record, and the email of record to ensure errors are rectified in a timely manner.
- f. A pilot on the seniority list discovered per this section to have exercised the privileges of his airman’s certificate during a legal job action for a certificate holder or contractor of the certificate holder in a lawful dispute with the CBA may be considered a “strike breaker” under this section unless the pilot can demonstrate that it was not reasonable to understand that a legal job action was in progress and that the pilot did not take unreasonable steps to prevent being informed of such.
- g. No pilot shall be considered to be a “strike breaker” if the pilot is operating a flight segment where the “block out” event occurs prior to the onset of the lawful job action, or the pilot’s learning of the lawful job action, and continues to operate that flight segment until a “block in” event occurs.
- i. Knowingly exercising the privileges of an airman certificate during a lawful job action for the purposes of returning the pilot to his/her domicile is not included in the exemption listed in 3.A.3.g.

4. Pilots not on the seniority list at the onset of the lawful job action acting as “strike replacements” may be defined as “strike replacements” by the CBA and placed on the seniority list in positions junior to pilots hired five years subsequent to the conclusion of the applicable labor dispute.
 - a. Pilots defined as “strike replacements” in such a capacity may have recall rights abrogated by the CBA, in the event of a reduction in manpower.
5. Any CBA for the pilots of a Part 121 or Part 135 certificate holder may place pilots lawfully identified as “strike replacements” or “strike breakers” from any lawful Part 121 or Part 135 labor dispute on its seniority list junior to any pilot subsequently hired, up to a maximum of 5 years.
 - a. Pilots defined as “strike replacements” in such a capacity may have recall rights abrogated by the CBA, in the event of a reduction in manpower.
6. Discovery of pilots acting as “strike replacements” or “strike breakers” may continue for 180 days after the conclusion of the legal job action or 90 days after records are furnished to the CBA, whichever occurs later.
7. Pilots errantly identified as “strike replacements” or “strike breakers” shall have their names removed from all lists falsely identifying them as such and all seniority restored.
8. No reordering of the seniority list per this section shall be effective until ratified by the governing body of the CBA. This vote shall take place within 366 days of the conclusion of the lawful job action.
9. Nothing in this section shall be construed as any protocol for the combining of two or more seniority lists.