

ARTICLE 15 - REDUCTION IN FORCE

(a) All demotions and reductions in force of full time and part time employees for lack of work will be handled separately in accordance with seniority, as provided for in Article 10(e).

(b) An employee having Title Seniority (one who has completed his probationary period) and who is directly affected by a ~~curtailment of work requiring~~ a reduction in force, may, at his option (except as provided in Article 42):

(1) Exercise his seniority to fill a vacancy or displace the junior employee at his station in his own or lower classification within his Title Group in either status (i.e. part time or full time), or

(2) ~~If he has completed his probationary period, he may exercise~~ **Exercise** his seniority to fill a vacancy at another station in his classification, in either a full time or part time position, not subject to bidding, in accordance with the provisions of Article 12, or

(3) If he has one (1) year or more of seniority, he may exercise his seniority to displace the employee or employees with the least system seniority in his own or lower classification, in either a full time or part time position, or

(4) If he is retaining seniority in another Title Group, he may exercise that retained seniority, but only at his own station. If that Title Group and appropriate classification does not exist at the station where the reduction in force occurs, **then** the employee may request a transfer to any existing vacancy in the system in the appropriate classification, in either a full time or part time position, in which event he will have preference over employees who otherwise qualify under the provisions of Article 12 **(l) or 12 (m)**. ~~If no vacancy exists,~~ **If there are no vacancies as referred above, then** he may exercise this retained seniority to displace the employee with the least system seniority in his former or lower classification within the appropriate Title Group, in either a full time or part time position.

In the application above, the employee will be advised of and, in the order of his occupational seniority, offered his choice of the stations where appropriate vacancies exist and the location or locations of the least senior employees in his classification in the system provided he has sufficient seniority. The number of least senior employees in the appropriate classification (both full time and part time) selected for displacement will correspond to the number of laid off employees who elect to exercise their seniority to a job in their own classification.

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The number of least senior employees exposed to displacement under this procedure will not be changed because of failure of a laid off employee to move to a job previously allocated. An unprotected employee displaced as a result of an employee exercising his seniority will have displacement rights provided he has the requisite occupational seniority.

(c) In the event of a planned reduction in force where a substantial number of employees or a substantial number of stations will be involved, the Company will notify the International Vice President, Transport Workers Union **via e-mail** of the number of employees by classification and station to be affected by the reduction in force, a list of known vacancies in the same classifications by location and a list of the least senior employees by classification and location in the system who will be subject to the exercise of seniority of those employees notified of layoff.

~~(e)~~(d) An employee who desires to exercise his seniority as outlined above **will be provided a Reduction in Force letter from his manager/supervisor directing the employee to the online reduction tool. If an employee does not respond to this, he will be laid off.**

From the online tool, he must select options and must notify his immediate supervisor of his intention to exercise his seniority within five ~~(5)~~ seven (7) calendar days from the opening of the option window (noted on the option letter). An employee must ~~(exclusive of his regular days off) of receipt of notice of layoff and must within ten (10) days (exclusive of his regular days off) of receipt of notice of layoff~~ prove that his qualifications are sufficient for the classification and type of work for which he desires to exercise his seniority **prior to the option window closing date. An employee who has not proven his qualifications (including full duty medical qualification) will have the option to elect layoff and may be entitled to severance under Article 37 and or Article 42.**

Once an employee has been notified of his award, he will have a minimum of 24 hours to accept or decline via the online tool unless more time is specified in the information package. If the employee does not respond within the 24 hour period, it will be considered he accepted the award.

~~(d)~~(e) Unless the reduction in force is the result of any reason set forth in Article 37(c), an employee who changes base stations under Article 15(b), will be reimbursed by the Company for all moving and travel expenses in accordance with Company regulations **Policy**. Space available transportation for the employee and for members of his immediate family to the extent permitted by law will be furnished by the Company to an employee changing his base station under the provisions of Article 15(b). **Employees will have access to a Reduction in Force Employee Information Package via Jetnet.**

~~(e)~~(f) A protected employee who is directly affected by a reduction in force at his station will be afforded the benefits of Article 44(a) except that a protected employee who has the seniority to remain at his location in a non-protected status, and who elects system displacement in a non-protected status will not be entitled to the special moving allowance under Article 44.

(f) Upon request of the Local Union President, an employee may, within seven (7) calendar days, appeal to a review panel composed of the Director of the Air Transport Division and the Vice President, Employee Relations, any disputes regarding the Reduction in Force application or administration.

Reduction in Force of Crew Chief Positions

(g) In the event of a reduction in force in the Crew Chief classification, the following will apply:

(1) The Crew Chief will be allowed to exercise his seniority to display the least senior Crew Chief at his station or in the system;

Or

(2) The Crew Chief may exercise his seniority under the provisions of Article 15 (b).

~~(g)~~(h) Transfer requests by employees on layoff status will be covered under the provisions of Article 12 of this Agreement.

~~(h)~~(i) ~~A Fleet Service~~ **An** employee who has accepted layoff and who has been removed from payroll will accrue ~~Classification~~ **Pay** seniority for the duration of the period on layoff, not to exceed ten (10) years as outlined in Article 16.

~~(i)~~(j) If a full time Crew Chief, protected as a full time employee, is affected by a reduction in force and does not have sufficient seniority to remain full time in a non bid classification at his station, he will be eligible for the special moving expense as outlined in Article 44 of the Agreement if he displaces the junior Crew Chief in the system. He is also eligible for the special moving expense if he elects to displace into a non-bid job in the system.

(k) If a surplus employee who at the time of the reduction in force is not medically qualified for full duty due to temporary restrictions and is still on the payroll, he will be provided the following options:

- (1) For protected employees: Option A – Accept layoff and a \$12,500 special severance allowance plus severance as provided in Article 37. The employee terminates his/her employment and relinquishes any claim to reemployment or recall;**
- (2) Option B – Accept layoff. Severance would be provided under Article 37 and the employee would retain recall rights.**
- (3) Option C – Request to exercise seniority at his station or on the system.**

If the employee opts for either Option A or B above, then he will be awarded the option and the terms associated with that option.

If the employee opts for Option C, then depending on where the employee would like to exercise his/her seniority (locally/system) will be determine the award the employee is provided. If locally, the employee will be able to exercise to a lower classification or status at the station.

If the employee opts for the system, then per Article 15, the employee must provide proof of qualifications, including medical, that they are able to perform the work in the classification and type of work for which they are exercising seniority.

If they are unable to and are still not medically qualified for full duty, then the Company places the employee on an Administrative Layoff, until such time that the employee can prove they are medically qualified to perform the work. Since the employee did not elect layoff, they are not entitled to severance under Article 37.