

TIA
JW
8/22/08

8/22/2008

Revised
8/29/08
ATD

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 **Occupational** seniority, as provided for in **Article 10** paragraph (e) of ~~Article 10~~. Transfer requests by employees on lay off status will be covered under the provisions of Article 12 of this Agreement.

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

Option A – (For protected employees) Accept layoff and a \$12,500 special severance allowance (per Article 42) plus severance as provided in Article 37. The employee terminates his employment and relinquishes any claim to reemployment or recall.

Option B – Accept layoff. Severance would be provided under Article 37 and the employee would retain recall rights per Article 16.

Option C – Request to exercise seniority at his station or in the system;

(1) Local Option:

Exercise his seniority to **fill a vacancy** or displace the most junior employee at his station in his own or ~~lower classification within his Title Group~~, **full or part time**, or

~~(2) Exercise his seniority to fill a vacancy or to displace the most junior employee at his station in his own or lower classification within his Title Group in a part time position, or~~

(3)(2) System Vacancy Option:

If he has six (6) months or more of seniority, he may 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 which event he will have preference over employees who otherwise might qualify under the provisions of Article 12(l) or 12(m), or

(4)(3) System Displacement Option:

If he has one (1) or more years of seniority, he may exercise his seniority to displace ~~an employee or employees~~, as outlined in **paragraph 15(iB) option C, and 15(j)**, with the least system seniority in his own classification or ~~any lower classification~~, in either a full-time or part-time position not subject to bidding, or

(5)(4) Retained Seniority Option:

If ~~he an employee~~ is retaining seniority in another Title Group, he may exercise such retained seniority in **any former or lower classification** but ~~only at his own current station~~. If ~~such 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 **within the Title Group in the appropriate classification**, in either a full-time or part-time position. ~~in which event he~~ **An employee exercising this option** will have preference over employees who otherwise qualify under the provisions of Article 12. ~~If no vacancy~~ **If there are no vacancies as referred to above, then exist**, he may exercise ~~his~~ **this** retained seniority to displace the employee with the least system seniority in ~~his~~ **any** former or lower classification within the appropriate Title Group, in either a full-time or part-time position.

(5) In the applications 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 employees to be laid off. The list of the least senior employees subject to displacement will be re-sized to reflect the number of employees selecting system options.

~~_____ In the application of (2) above, the employee will be advised of and, in order of his occupational seniority, offered vacancies and displacement rights to part time positions at his station.~~

~~_____ In the application of (3) and (5) above, the employee will be advised of and, in order of his occupational seniority, offered his choice of the stations where the appropriate vacancies exist.~~

~~_____ In the application of (4) and (5) 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. 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.~~

(6) The number of least senior employees exposed to displacement under this procedure will not be changed because of the failure of a laid off employee to move to a job previously allocated. An unprotected employee displaced as a result of an employee exercising options (4) or (5) above will have displacement rights provided he has the required Occupational seniority.

(7) An employee, who is unable to report after accepting his awarded option, may exercise his rights in accordance with Article 14(b) prior to the report date.

Reduction in Force for Bid Positions:

Technical Crew Chief:

(c) In the event of a reduction in force for **in the** Technical Crew Chiefs **classification** the following will apply:

(1) A Technical Crew Chief may exercise his seniority to displace the least senior Technical Crew Chief at his station, provided he passes **or has previously passed** the qualification test and selection panel for the job he is displacing; or

(2) If the Technical Crew Chief's previous position was a bid Crew Chief position **immediately** prior to becoming a Technical Crew Chief, he will be allowed to displace the least senior Crew Chief at his station only provided he passes **or has previously passed** the qualification test for the job he is displacing; or

(3) A Technical Crew Chief may exercise his **Occupational** seniority under the provisions of **paragraph Article 15(bB)**. If the employee's previous classification was not a bid position, he may exercise his seniority under the provisions of **paragraph Article 15(bB)**, but may not displace into a bid position at his own station or elsewhere in the system.

(4) If a Technical Crew Chief who is **protected in his non-bid position**, is affected by a reduction in force and does not have sufficient seniority to remain in his protected non-bid position at his station, he will be eligible for the special moving expense, as outlined in **Article 44** of the Agreement, if he fills a system vacancy in his non-bid position or displaces an employee in his non-bid position in the system.

Crew Chief:

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

(1) A Crew Chief may exercise his seniority to displace the least senior Crew Chief at his station or in the system, provided he passes or has previously passed the qualification test for the job he is displacing; or

(2) If the Crew Chief's previous position was a Technical Crew Chief position **immediately** prior to becoming a Crew Chief, he will be allowed to displace the least senior Technical Crew Chief at his station provided he passes or has previously passed the qualification test for the job he is displacing; or

(3) The Crew Chief may exercise his Occupational seniority in his non-bid position under the provisions of paragraph (B).

(i4) If a ~~full-time~~ Crew Chief, who is protected as a ~~full-time employee~~, in his non-bid position, is affected by a reduction in force and does not have sufficient seniority to remain ~~full-time~~ in a his non-bid position at his station, he will be eligible for the special moving expense as outlined in Article 44 of the Agreement if he fills a system vacancy in his non-bid position or displaces the ~~junior~~ least senior Crew Chief or employee in his non-bid position 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.

(e) 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 a reduction in force.

(ef) An affected 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 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 ~~(exclusive of his regular days off)~~ from the opening of the option window (noted on the option letter). An employee must 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 within forty-eight (48) hours of the award. An employee who has not proven his qualifications will have the option to elect layoff and may be entitled to severance under Article 37 and/or Article 42.

An employee who is unable to exercise options due to temporary medical restrictions may be placed on administrative layoff or may elect layoff as described in paragraph (B).

Once an employee has been notified of his award, he will have a minimum of twenty-four(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 twenty-four (24) hour period, he will be considered to have accepted the award.

~~(1)~~ An employee exercising seniority under this Article who fails to **pass the appropriate skills test** ~~prove that his qualifications are sufficient for the classification and type of work for which he expressed a desire to exercise his seniority may exercise his seniority in a lower classification at his station provided he notifies his immediate manager/supervisor of his intention to exercise his seniority within three (3) calendar days~~ **twenty-four (24) hours** after receipt of notice of his failure to qualify.

~~(e)~~ **(g)** Unless the reduction in force is the result of any reason set forth in Article 37(c), an employee who changes base stations under the provisions of this Article ~~15(b) (3), (4) (5)~~ will be reimbursed by the Company for all moving and travel expenses in accordance with ~~Company Regulations~~ **Employee Policy Guide or any successor document**. 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 ~~paragraph (b)~~ this Article. **Employees will have access to a Reduction in Force Employee Information Package via JetNet.**

(h) 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 (Recall).~~

~~(f)~~ **(i)** 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 \$12,500 allowance under Article 44.

~~(g)~~ **(j)** Upon request of the Local Union President, an employee may, within seven (7) calendar days, appeal to **the Reduction In Force (RIF)** a review panel composed of The Director of the Air Transport Division and **a representative of the TWU International** and the Vice President, – Employee Relations any disputes regarding the Reduction In Force application or administration.

~~(i)~~ ~~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.~~