

## ARTICLE 15 - REDUCTION IN FORCE

(a) When there is a reduction in force, the employee with the least seniority in his classification will be laid off. Within seven (7) calendar days of receipt of notice of layoff, the employee shall indicate to the Company his acceptance of the rights set forth below:

(1) A Flight Dispatcher or Dispatcher in Training may exercise his seniority to displace the junior Operations Specialist if he previously had held the position of Operations Specialist or worked in that capacity as a Dispatcher Assistant, provided his seniority was established and continued to accrue in that or a higher classification. A protected employee on payroll on March 1, 2002, as a (Dispatcher or Dispatcher in Training) exercising his seniority to displace an Operations Specialist will have his rate of pay protected as outlined in Article 42.

(2) In the event more than one (1) employee in the Dispatcher classification is affected by a reduction in force the optional rights will be exercised in seniority order of those so affected.

(b) When the junior employee is an employee on leave of absence whose job is being filled by a temporary employee, an employee affected by a reduction in force may exercise his seniority rights in accordance with paragraph (a) of this Article to the job of the employee on leave and the temporary employee will be laid off.

(c) An employee who elects not to retain or who is unable to retain employment under paragraph (a) will be recalled to the first non-biddable vacancy in the classification from which he was laid off and to which his seniority entitles him. A Flight Dispatcher or Dispatcher in Training who exercises his right to displace an Operations Specialist will retain recall rights to the classification of Flight Dispatcher.

(d) An employee laid off by the Company due to a reduction in force will file his address with Managing Director System Operations Control. Any change in address must be filed promptly, in writing, certified mail, return receipt requested, with the Managing Director System Operations Control.

(e) An employee laid off by the Company due to reduction in force will continue to accrue seniority during such layoff except as provided below:

(1) If any employee(s) who has been laid off due to reduction in force is offered the opportunity to return to duty as an employee on a permanent assignment under the provisions of this Agreement and such employee(s) elects not to return, his seniority rights of preference in re-employment will at that time terminate and his seniority will be forfeited.

- (2) All seniority, reemployment and bidding rights will be cancelled at the end of ten (10) years from the effective date of such layoff. Such ten (10) years will not run against a former bargaining unit member while they are an active employee.
  
- (f) Upon request of the Local Union President, an employee may within seven (7) calendar days appeal to a review panel composed of a representative of the TWU International and the Vice President, Employee Relations, or their respective designees, any disputes regarding the Reduction in Force application or administration.