

ARTICLE 16 - RECALL

(a) An employee who has completed his probationary period and who is laid off by the Company due to a reduction in force will continue to accrue and retain occupational seniority during such layoff, and will accrue pay seniority for a period not to exceed five (5) years. ~~for a period not exceeding five (5) years. All seniority will be canceled and recall rights forfeited if the Company does not recall the employee within ten (10) years from the effective date of layoff. Length of service for pay purposes will accrue during such period of furlough.~~ Such recall rights will also be applicable to any protected employee who exercised his options under Article 42. Employees who remain on payroll will accrue seniority and retain recall rights indefinitely. The Company and the respective TWU Local President will agree on the current recall list within ninety (90) days of the date of this agreement.

(b) Procedures

(1) An employee who has completed his probationary period and who in lieu of layoff exercised his seniority to displace a junior Instructor in a different classification will retain recall rights in accordance with paragraph (a) above to the classification from which he was first laid off.

(2) An employee laid off from a full time position will also have recall rights to a part time position in the classification from which he was laid off. An employee declining such recall to a part time position will not lose recall rights to a full time position in that classification; however, such employee must submit, in writing, his request to be considered for future part time openings.

(3) Employee(s) recalled in accordance with the foregoing paragraphs will be recalled in seniority order to any opening for which he meets the qualifications specified in the AQP regulations. The Company will recall according to the information on file at the time of recall. It is up to the instructor to keep his file updated, with proof in writing to the Managing Director Flight Training.

(4) The Company may assign a displaced/recalled instructor to an equipment on which he was previously qualified.

(c) Notification

(1) Employees being offered recall will be advised in writing via certified US mail, return receipt requested, or equivalent carrier at their last filed address. Employees so advised must, within ten (10) calendar days of receipt of the recall letter, notify the person whose signature is on the recall letter via certified US mail, return receipt requested, or equivalent carrier of the date he will report for duty.

(2) Any employee who fails to provide such notice or who fails to return to duty within thirty (30) calendar days of the date of the recall letter sent to his last filed address will lose all rights to reemployment and will forfeit all seniority. This period may be extended, at the Company's option, for a period not to exceed fifteen (15) additional days. The Company will furnish the ranking local Union representative a copy of all such recall letters.

(d) An employee, covered by this Agreement, who had been laid off, and who has been out of his job classification for a period of one (1) year or more may be required to demonstrate his ability to perform the work to which he is to be assigned within a period of three (3) months from the date he returned to work in a position covered by this Agreement.