

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 retain recall rights indefinitely. 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. ~~elects not to retain or who is unable to retain employment as a result of a reduction in force 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. An employee who is capable of retaining employment but elects not to retain employment and accepts layoff will retain but not accrue seniority for a period of three (3) years from the effective date of layoff except when covered by the provisions of paragraph (d) of this Article.~~

(b) An employee laid off by the Company due to a reduction in force will file his address with the Managing Director ~~System Operations Control~~Dispatch. Any change in address must be filed promptly, in writing, certified U.S. mail, Federal Express or equivalent, return receipt requested, with the Managing Director ~~System Operations Control~~Dispatch.

(c) All notices of recall will be made (telephonic notifications are okay if confirmed in writing) in writing via overnight mail/express (for example, U.S. Post Office, Federal Express, or equivalent). All employees must notify the person whose name is signed to the recall letter, within ten (10) calendar days of the date of the mailing postmark of the recall letter, the date he will report for duty. Any employee who fails to notify the Manager or who fails to return to duty within thirty (30) calendar days of the date of the mailing (or equivalent) will be considered to have refused recall and will lose all rights to reemployment and his seniority will be forfeited, unless such period is extended by the Company for an additional period not exceeding fifteen (15) additional calendar days. The Company will furnish the ranking Local Union Representative a copy of all such recall letters.

(d) 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.~~

(e) 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 Recall application or administration.