



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 (f).

(b) An employee who has completed his probationary period and is directly affected by a reduction in force may, at his option, except as provided in Article 42(e) **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) 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, **excluding Higher Capacity positions**, in which event he will have preference over employees who otherwise might qualify under the provisions of Article 12(l) or 12(m), or

**(3) System Displacement Option:**

If he has two (2) or more years of seniority, he may exercise his seniority to displace an employee, as outlined in **paragraph (c)** with the least system seniority in his own classification or any lower classification, in either a full-time or part-time position, in which he has successfully passed **or can pass the appropriate** qualification test.

**(4) Retained Seniority Option:**

If an employee is retaining seniority in another Title Group, he may exercise retained seniority **in any former or lower classification** at his **current** station. If that Title Group 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 either a full-time or part-time position. **An employee exercising this option** will have preference over employees who otherwise qualify under the provisions of Article 12(l) or 12(m). **If there are no**

**vacancies as referred to above, then he may exercise his retained seniority to displace the employee with the least system seniority in any former or lower classification within the 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.**

**An employee who prequalifies in any test area will maintain the qualification for five (5) years. An employee who fails the prequalification test can retest within 30 days. Second and any subsequent failure will result in one year prohibition on retesting in that area from the date of the last failure.**

**(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 above will have displacement rights provided he has the required Occupational seniority.**

**(7) Once an employee has been notified of his award, he will have 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.**

**(8) 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.**

**Maintenance Bases:**

(c) The conditions set forth in this Article as to the sufficiency of qualifications for the classification and type of work for which the employee desires to exercise his seniority will, in the case of those employees in the Aviation Maintenance Technician, and Overhaul Support Mechanic classifications, relate to the following types of work and combinations of types of work:

(1) MAINTENANCE BASES ONLY

Type 1 – Aircraft Welding  
Type 2 – Machinist

- Type 3 – Aircraft Line Maintenance
- Type 4 – **Bench Avionics**
- Type 5 – **Plating Shop**
- Type 6 – **Composite Shop**
- Type 7 – Tool Maker
- Type 8 – All other types of work combined.

**\*Not all of these areas exist at each Maintenance Base. This is applicable only to those Maintenance Bases that have these types of work.**

**\*\*Bench Avionics includes Gyroscopic Instrument Overhaul, Electronics Components Overhaul, and Electrical Mechanical Instrument Overhaul.**

(a) These paragraphs will apply only to the maintenance and overhaul of transport aircraft, **engines and components.**

(b) By the terms of these paragraphs, the Company does not waive its rights to establish or otherwise apply rules relative to types of work within the meaning and intent of any other applicable provisions of this Agreement.

(c) Should the Company desire to alter or change either the types of work listed in these paragraphs, or their numbers, it will notify the Union, in writing, setting forth its reasons. If the Union disagrees, it will immediately notify the Company, in writing, setting forth its reasons. If the matter is not resolved between the parties within thirty (30) calendar days from the date the written protest was received by the Company, the changes may be placed into effect unless the Union within ten (10) calendar days after the expiration of the thirty (30) calendar days mentioned herein, appeals the matter to the System Board of Adjustment in accordance with the provisions of Article 29. The System Board will give the matter high priority.

(2) At the Maintenance Bases, it is recognized that Type 8, will aggregate all other types of work at the **Maintenance Bases** not identified and included in Types 1 through 7. Within Type 8, seniority will **determine the employee's displacement options**

(a) An employee in Types 1 through 7, who is surplus in his type of work, may exercise his seniority to **displace a less senior employee in another type of work, if he can pass or has previously passed the qualifying test, or in Type 8 at his station.**

(b) In addition, a mechanic currently in Type 8 can displace a less senior mechanic in Types 1 through 7, **if he can pass or has previously passed the qualifying test.**

(c) Any adjustment of surplus and shortage of **headcount** within Types 1- 8, will be accomplished by Company reassignment in **accordance with Attachment 12.1.**

**Non A & P, Base to Base:**

**(3) If after the application of the above provisions, an employee's seniority will not enable him to retain a job in Types of work 1- 8 at his station, and the employee does not hold A&P licenses, he may then exercise his seniority to obtain a job in his own classification or lower classification (outlined per Article 11) within his Title group at his Station or in the system as follows:**

**(a) If he has six (6) months or more of seniority, he may transfer to a vacancy in a type of work at any Maintenance Base, in which event he will have preference over employees who otherwise might qualify under the provisions of Article 12(l) or 12 (m), or**

**(b) If he has two (2) or more years of seniority, he may displace the employee with the least system seniority in accordance with paragraph (B) in his own classification at a Maintenance Base, provided he can pass or has previously passed the qualifying test for the classification and type of work for which he desires to exercise his seniority in accordance with paragraph (H).**

**A & P:**

**(4) If after the application of the above provision, an employee's seniority will not enable him to retain a job in Types of work 1- 8 at his station and the employee holds A & P licenses, he may then exercise his seniority to obtain a job in his own classification or lower classification (outlined per Article 11) within his Title group at his Station or in the system as follows:**

**(a) If he has six (6) months or more of seniority, he may transfer to a vacancy at his station or in the system, in which event he will have preference over employees who otherwise might qualify under the provisions of Article 12(l) or 12 (m), or**

**(b) If he has two (2) or more years of seniority, he may displace the employee with the least system seniority in accordance with paragraph (b) in his own classification in the system provided he can pass or previously passed the qualifying test for which he desires to exercise his seniority in accordance with paragraph (h).**

**(5) The parties have agreed that if an Aviation Maintenance Technician, as a result of a reduction in force, elects to displace an Overhaul Support Mechanic, he will carry his classification, appropriate Pay seniority, and chart rate with him. He will receive any License Premium or any Skill Premium.**

(a) He will maintain his classification, **appropriate Pay seniority** and chart rate until his seniority will warrant assignment to an area requiring his skill level, wherein he will then be covered by the provisions of the Agreement governing that new shop/area.

(b) The pay protection outlined above does not apply to any voluntary transfer into an Overhaul Support Mechanic position. A voluntary transfer into an Overhaul Support Mechanic **position** will result in the employee transferring being slotted on the Overhaul Support Mechanic pay scale and becoming an Overhaul Support Mechanic for all purposes under this Agreement.

### **Reduction in Force of Higher Capacity Positions:**

#### **Technical Crew Chief:**

(d) In the event of a reduction in force in the Technical Crew Chief 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 **Higher Capacity** (Crew Chief or an Inspector) position, **immediately** prior to becoming a Technical Crew Chief, he will be allowed to displace the least senior Crew Chief or Inspector 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 in his **Basic Classification** under the provisions of paragraph (b)

(4) **If a Technical Crew Chief who is protected in his Basic Classification, is affected by a reduction in force (RIF) and does not have sufficient seniority to remain in his protected Basic Classification 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 Basic Classification or displaces an employee in his Basic Classification in the system.**

(5) **Production Technical Crew Chiefs and Instructor Technical Crew Chiefs will be handled independently for the purposes of a reduction in force.**

**Example: In the event the Company determines there is a need for a reduction in the Production group, then the least senior Production**

**Technical Crew Chief, in the skill to be reduced, will be issued a layoff notice. In the event the Production Technical Crew Chief being reduced is senior to another Production or Instructor Technical Crew Chief, he may exercise his seniority to displace the least senior Production or Instructor Technical Crew Chief, provided he passes the qualification test and selection panel for the job he is displacing at his station.**

**Crew Chief:**

- (e) 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 Higher Capacity (Technical Crew Chief or Inspector) immediately prior to becoming a Crew Chief, he will be allowed to displace the least senior Technical Crew Chief or Inspector at his station or an Inspector in the system 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 Basic Classification under the provisions of paragraph (B).**
  - (4) If a Crew Chief, who is protected in his Basic Classification, is affected by a reduction in force and does not have sufficient seniority to remain in his Basic Classification 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 Basic Classification or displaces the least senior Crew Chief or employee in his Basic Classification in the system.**

**Inspector:**

- (f) In the event of a reduction in force in the Inspector classification, the following will apply:**
- (1) The Inspector will be allowed to exercise his seniority to displace the least senior Inspector at his station or in the system provided he passes the qualification test for the job he is displacing; or**
  - (2) If the Inspector's previous position was a Higher Capacity (Technical Crew Chief or Crew Chief) position immediately prior to becoming an Inspector, he will be allowed to displace the least senior Technical Crew Chief or Crew Chief at his station or a Crew Chief in the system provided he passes or has previously passed the qualification test for the job he is displacing; or**

- (3) **The Inspector may exercise his seniority under the provisions of paragraph (B).**
- (4) **If an Inspector, protected in his Basic Classification, is affected by a reduction in force and does not have sufficient seniority to remain in his Basic Classification 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 Basic Classification or displaces the least senior Inspector or employee in his Basic Classification in the system.**
- (g) 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 a reduction in force.
- (h) **An affected employee who desires to exercise his seniority as outlined above will be provided a Reduction in Force (RIF) 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 exercise his seniority within seven (7) calendar days from the opening of the option window (noted on the option letter). An employee in receipt of notice of layoff must within ten (10) days (exclusive of his regular days off) prove that his qualifications are sufficient for the classification and type of work for which he desires to exercise his seniority. 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 exercising seniority under this Article, who fails to **pass the appropriate skills test** 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 **Manager / Supervisor** of his intention to exercise his seniority within **twenty-four (24) hours** after receipt of notice of his failure to qualify.
- (i) Except in the event the reduction in force is the result of any reason set forth in Article 37(c), an employee who changes stations under the provisions of this Article, will be reimbursed by the Company for moving and travel expenses in accordance with the 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 station under the provisions of this Article. **Employees will have access to a Reduction in Force Employee Information Package via JetNet.**
- (j) 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.

**Title II Plant Maintenance:**

**(k)** A Title II Plant Maintenance Mechanic affected by a reduction in force may displace under **paragraph (b) in accordance with Occupational seniority, as provided for in Article 10 paragraph (f)**, as follows:

- (1)** He can displace a less senior Plant Maintenance Mechanic in another skill at his station, **provided he passes or has previously passed the qualification test**, or
- (2)** He can displace a less senior Plant Maintenance Mechanic in another skill in the system **provided he passes or has previously passed the qualification test**.
- (3)** A Plant Maintenance Mechanic will have the right to displace a Plant Maintenance Man. He will maintain his Plant Maintenance Mechanic rate of pay following this displacement.
  - (a)** He will maintain his premium until his seniority will warrant assignment to an area requiring his skill level, wherein he will then be covered by the provisions of the Agreement governing that new shop/area.
  - (b)** The pay protection outlined above will not apply to any voluntary transfers into an area designated for a Plant Maintenance Man. A voluntary transfer into such an area will result in the employee being slotted on the Plant Maintenance Man **pay scale and becoming a Plant Maintenance Man** for all purposes under this Agreement.

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

**(m)** The attachments on the following pages is **are** agreed to by the parties and **are** incorporated as part of the Agreement.



ATTACHMENT 15.1 – RIF EXAMPLE – AMT TO SRP

From: Mark Burdette  
To: Edward Koziatek  
Re: RIF Example – AMT to SRP

August 13, 1998

You have posed a hypothetical question concerning the reduction in force of a system protected, non-licensed aircraft maintenance technician at one of the Overhaul bases.

The question is, what happens to a non-licensed, system protected aircraft maintenance technician in the event of a reduction in force, since all the positions to which he/she might be able to displace in the field require a license?

In order to have options during a reduction in force, the employee must be qualified for the position into which he or she would be displacing. Since the technician has no license, he/she would not be qualified for any of the technician positions in the field (all of which require a license).

The employee would thus have the options of displacing to a non-licensed position at his/her current base (including an SRP position which would be converted to the classification of AMT), or to a position at another base which did not require a license, (including an SRP position which would be converted to the classification of AMT). In the event that there was no such position at any overhaul base which the employee's seniority would permit him/her to hold on displacing, the reduction in force would be stopped at that point, because a system protected employee cannot be forced into a layoff status. Likewise, since system protection is in the classification held on August 15, 1995, the employee could not be forced to displace to a lower or previously held position which did not require a license.

(Signed original on file)