ARTICLE 5

FURLOUGH AND RECALL

A. Furlough

1. If an insufficient number of employees accept voluntary furlough in accordance with paragraph B., below, employees will be involuntarily furloughed in inverse order of seniority at the station and position where the furlough is necessary. Closed

2. An employee to be furloughed will be notified at least twenty-one (21) days in advance of the furlough or receive pay in lieu thereof for any period less than the twenty-one (21) days' notice, except in cases of emergency, strikes, Acts of God or other circumstances beyond the control of the Company. The Company will notify the Union of the reason for the furlough. Closed

3. An employee to be furloughed will have the following options: Closed
   a. Exercise his seniority to fill a vacancy for which the employee is qualified in the station; if none, then;
   b. Exercise his seniority to fill a vacancy for which the employee is qualified at another station; if none, then;
   c. Exercise his seniority to fill any vacancy in the system; if none, then;
   d. An employee with at least two (2) years of service may bump a more junior employee with less than two (2) years of service anywhere in the system, provided he is qualified to perform the job of the employee he intends to bump;
   e. Accept furlough at his station.

4. An employee must notify their Station Manager or designee within five (5) days after receipt of notice of furlough as to which of the above options he elects. An employee who fails to provide such notice will be deemed to have elected to be placed on furlough at his station. Closed

5. An employee who is furloughed will accrue seniority, but not longevity, during the furlough. Closed

B. Voluntary Furlough Closed

Prior to involuntary furloughing employees, the Company will offer voluntary furloughs.

1. Voluntary furloughs will be granted in order of seniority at the station and position where the furlough is necessary.
2. An employee on voluntary furlough will accrue seniority, but not longevity, during the furlough.

3. The initial voluntary furlough will be for ninety (90) days unless the employee is recalled sooner. An employee on voluntary furlough may request an extension. Any such extensions will be in thirty (30) day increments.

4. Upon the expiration of the voluntary furlough, the employee will return to the station and position he held immediately prior to the voluntary furlough. If the station is closed, the employee will be considered furloughed and may exercise his rights in accordance with this Article.

C. Recall

1. A furloughed employee will retain recall rights for four (4) years from the date of the furlough. Closed

2. A furloughed employee must keep Human Resources advised of his current address and telephone number. Closed

3. Recall from furlough will be in order of seniority at the station and position from which furloughed. Recall will be attempted first by phone. If telephone attempts fail, a written notice will be sent to the last address on file with the Company. Refusal to accept delivery constitutes delivery. Once telephone contact is made or the written notice is delivered, the employee will have seven (7) days to notify the Station Manager or designee of his intent to accept recall. Unless otherwise extended by the Company, a furloughed employee will have no less than fourteen (14) days after telephone contact or the delivery of the recall notice to return to service. Closed

4. Furloughed employees will be given preference for vacancies at any station while on furlough. Employees who accept such a vacancy will retain recall rights to their original station and position. Closed

5. If the employee is not recalled to the station and position held at the time of furlough or does not accept a vacancy at another station within three (3) years, all recall rights will be extinguished. Closed

D. Vacation Bank Pay Out Closed

Accrued, unused vacation time will be paid to employees who are furloughed.
E. Health, Dental & Life Insurance  **Closed**

The Company will continue to pay the Company’s portion of the cost of applicable medical/dental and life insurance until the end of the month in which the employee is furloughed. Thereafter, the employee may continue to participate in the group plan by paying for coverage in accordance with COBRA, including the applicable administrative fee.

F. Furlough Pay **Closed**

Employees will be paid furlough pay in accordance with terms no less favorable than the Company policy in effect July 2017 for those employees covered by this Agreement. Employees who transfer due to a station closing will receive furlough pay in accordance with such Company policy provided they remain through the furlough date.

Whether furlough pay will be paid to employees affected by a particular furlough event, and how much furlough pay will be paid in conjunction with a particular furlough event, will be left to the discretion of the Company. The Company will endeavor to transfer employees to vacant positions at other stations in lieu of furlough.

G. Travel in Furlough Status  **Closed**

The Company will provide furloughed employees with the maximum benefits and duration of pass privileges that the Company is authorized to offer.

H. Pension & Retirement  **Closed**

In accordance with the Piedmont Airlines Inc. 401k Savings Plan and the Internal Revenue Code, participants’ vested accounts may be distributed to the participant, rolled into another qualified plan, or maintained in the plan.