

ARTICLE 16 – RECALL FROM LAYOFF

(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 **Occupational** seniority during his layoff ~~for a period not exceeding his previous service to a maximum of three (3) years; the employee will continue to retain seniority thereafter. All seniority will be cancelled and recall rights forfeited if the employee is not recalled by the Company within ten (10) years from the effective day of layoff. 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) calendar days from the date of ratification of this Agreement.~~

(b) A laid off employee will only have recall rights for the period indicated in paragraph (a) above to each job in the skill, classification, and station from which he was laid off. This provision regarding ~~to~~ skill will not apply to Type 8 work at ~~TUL/AFW/MCI~~ **any maintenance bases**, except that an employee ~~released~~ **laid off** from a ~~bid~~ **Higher Capacity** job in connection with a reduction in force in that ~~bid~~ **Higher Capacity** job will not be subject to recall to that ~~bid~~ **Higher Capacity** job. An employee ~~released~~ **laid off** from a ~~bid~~ **Higher Capacity** job will retain recall rights in accordance with paragraph (a) above to a job in the ~~next lower non-bid~~ **Basic** classification **and** in his Occupational Title Group at the station from which he was laid off. An employee laid off from a full time position will also have recall rights to a part time position in the classification and station from which he was laid off. An employee declining a recall to a part time position will not lose recall rights to a full time position at that station. A Title II employee will have recall rights to his original classification and any other classification in his Title Group for which he was qualified for at the time of layoff.

(c) An employee, as described below, will retain recall rights in accordance with ~~Article 16~~ **paragraph (a)** to the full time classification and station from which he was first laid off:

(1) An employee who, in lieu of layoff, exercises his seniority to displace the employee ~~on~~ **in** the system in his own classification with the least Occupational seniority; or

(2) An employee who, in lieu of layoff, accepts a vacancy in his own classification at another station at the time of layoff ~~or before the expiration of his recall rights~~; or

(3) An employee who, in lieu of layoff, accepts a part time vacancy or displaces a part time employee will retain recall rights in accordance with paragraph (a) to the full time classification and station from which he was first laid off.

(d) An employee who, in lieu of layoff, exercises his seniority to displace an employee in a lower classification within his own Occupational Title Group will retain recall rights in accordance with paragraph (a) to the classification and station from which he was first ~~released~~ **laid off**.

(e) An employee who, in lieu of layoff, exercises his seniority to displace an employee in another classification and Occupational Title Group in which he holds seniority, or who accepts a vacancy in any other Occupational Title Group at the time of layoff ~~or before the expiration of his recall rights~~ will accrue seniority in the Occupational Title Group to which he transferred in accordance with paragraph (d) of Article 10 of the Maintenance, Fleet Service, and Stores Agreements in addition to accruing and retaining seniority in accordance with ~~Article 16 paragraph~~ **Article 16 paragraph** (a) and retaining recall rights in accordance with ~~Article 16 paragraph~~ **Article 16 paragraph** (b). Further, should an employee bump through one or more classifications and eventually be laid off, he will retain recall rights to each ~~such job in the~~ **such job in the** classification and ~~station from which he was laid off with the exception of Higher Capacity jobs. Title Group.~~ **station from which he was laid off with the exception of Higher Capacity jobs. Title Group.**

~~(1)~~An employee having ~~such~~ **such** multiple recall rights will have the option of accepting or waiving recall rights to each ~~such~~ **such** classification and Title Group in which he holds seniority. If the employee waives recall rights to a classification, he will forfeit all recall and seniority rights to that classification.

(f) All employees laid off by the Company due to a reduction in force will maintain a current address ~~and phone number~~ **and phone number** with the Company. Any change in address ~~and/or phone number~~ **and/or phone number** must be ~~filed promptly updated on JetNet~~ **filed promptly updated on JetNet** ~~The employee must keep the Company advised of any changes to his address. He may contact Employee Services via e-mail to Employee.Services@aa.com, or by sending a change of Personal Information Form to Employee Services; P. O. Box 619616; Mail Drop 5141; DFW Airport, Texas 75261, or by calling Employee Services at 1-800-447-2000.~~

(1) All notices of recall ~~which includes instructions and a required report date,~~ **which includes instructions and a required report date,** will be made ~~in writing (telephonic notifications are acceptable if confirmed in writing)~~ **in writing (telephonic notifications are acceptable if confirmed in writing)** by certified or registered United States mail, return receipt requested, or by United Parcel Service or equivalent, confirmation of delivery requested. All employees must ~~notify the person whose name is signed to the recall letter, accept or refuse using the on-line tool~~ **notify the person whose name is signed to the recall letter, accept or refuse using the on-line tool** within ~~ten (10)~~ **seven (7)** calendar days of the date of the mailing postmark ~~of on the recall letter, the date he will report for duty. Any employee who fails to notify the Company or who fails to return to duty within twenty-one (21) calendar days of the date of the mailing (or equivalent)~~ **of on the recall letter, the date he will report for duty. Any employee who fails to notify the Company or who fails to return to duty within twenty-one (21) calendar days of the date of the mailing (or equivalent)** ~~An employee who has accepted recall must initiate and complete the employee portion of the background and fingerprint process via the on-line tool within seventy two (72) hours (exclusive of weekends and holidays) of acceptance of the recall. Any additional information requested by Talent Services must be provided within a reasonable specified time. will be considered to have refused recall and will lose all rights to recall, and his seniority will be forfeited, unless such period is extended by the~~ **An employee who has accepted recall must initiate and complete the employee portion of the background and fingerprint process via the on-line tool within seventy two (72) hours (exclusive of weekends and holidays) of acceptance of the recall. Any additional information requested by Talent Services must be provided within a reasonable specified time. will be considered to have refused recall and will lose all rights to recall, 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.

(2) Any employee who has been laid off and is off payroll that fails to notify the Company of acceptance/refusal within the seven (7) calendar days, fails to initiate their portion of the background and fingerprint application process within the seventy two (72) hours (exclusive of weekends and holidays) of acceptance of recall, or who fail to provide any additional information requested within the specified time or who fails to return to duty on the required report date will be considered to have refused recall and will lose all right to any recall and his seniority will be forfeited in that Title group.

(3) If the employee requires an extension to any of the above time limits due to extenuating circumstances, it must be requested through Talent Services at the phone number provided in the instruction packet prior to the original deadline.

(g) An employee who has been laid off, and who has been out of service for a period of twelve (12) months or more, may be required to take ~~such~~ **the** tests (excluding medical tests) as may be necessary to establish that he is qualified to perform the work to which he is to be assigned, provided that ~~such~~ **the** tests are not given less than sixty (60) calendar days after his recall.

(h) The attachment on the following page is agreed to by the parties and is incorporated as part of the Agreement.

~~ATTACHMENT 16.1—MULTIPLE RECALL RIGHTS~~

~~From: Stan Crosser
To: Edward Koziatek
Re: Multiple Recall Rights~~

~~March 25, 1994~~

~~There have recently been some questions regarding an employee's recall rights if he is laid off from more than one, non-bid, position and whether he maintains recall rights to only the classification and station from which he was first released (Article 16, paragraph (c) and (d)).~~

~~In accordance with Article 16, paragraph (b) of the agreement, an employee has recall rights to a job in the classification and station from which he was laid off, with the exception of bid jobs. It is our understanding that if the employee is subsequently laid off from another position, he shall retain recall rights to each job in the classification and station from which laid off with the exception of bid jobs.~~

~~Please sign below if this is your understanding of the agreement.~~

~~(Signed original on file)~~

ATTACHMENT 16.1

DOS

Implementation of Article 16 (a)

Due to the agreed upon changes in Article 16 (a) the parties have agreed to the following:

- 1. A validation committee will be established for each station having recall lists to ensure accuracy. The committee will be comprised of TWU Representatives and Company Representatives from the respective stations departments and locals. The validation process should be completed by DATE.**
- 2. Both parties agree the changes made to Article 16 (a) will be implemented upon ratification of the AA/TWU Agreement. This application will be applied prospectively from DOS.**

Signature:

**James. B. Weel
Managing Director
Employee Relations**

Agreed to:

**Dennis Burchette
AA System Coordinator
Transport Workers Union**

ATTACHMENT 16.2 – Application of Article 10(i) as it relates to Article 16(a)

May 1, 2008

**From: Dennis Burchette
International Vice President, AA System Coordinator
Air Transport Division
Transport Workers Union of America, AFL-CIO**

**To: James B. Weel
Director Employee Relations
American Airlines Inc.**

Re: Application of Article 10(i)

Dear Jim:

This letter will confirm the application of Article 10(i) as it relates to Article 16(a).

An employee is laid off from a Title I position in ORD and transfers from layoff or exercises his retained seniority into a Title V position at ORD. The employee will continue to accrue occupational seniority in Title I.

The same employee, two years later, transfers to a Title I vacancy in DFW. The employee retains Title V occupational seniority and will continue to accrue Title I occupational seniority.

The same employee, one year later, voluntarily transfers to a Title V position in ORD. Article 10(i) now applies and the employee will “not” accrue Title I occupational seniority. However, the employee will “retain” Title I occupational seniority and will retain recall rights to Title I in ORD.

In the above paragraph, Article 10(i) applies since the employee accepted a vacancy in Title I and later voluntarily transferred out of Title I.

(Signed original on file)