

ARTICLE 14 – LOSS OF SENIORITY

(a) An employee, once having established seniority, will not lose said seniority except as provided in this Agreement.

(b) An employee who is discharged for just cause will forfeit all seniority accrued to date of such discharge. An employee who resigns from the service of the Company will forfeit all seniority accrued to date of such resignation. ~~except that an employee, who, on the effective date of resignation, holds recall rights pursuant to Article 16 may continue to hold recall rights provided the employee submits a written request to hold recall rights prior to the effective date of his resignation.~~ An employee who is directly affected by a reduction in force and exercises his seniority, either at the time of layoff or after accepting layoff, and **must later resigns**, ~~for personal reasons~~ will retain recall rights by notifying the Company at the time of resignation. Such notification must be in writing, dated and specify ~~which~~ **all** recall rights he wishes to retain. The written notice will be signed by an appropriate member of management who will then place a copy into the employee's personnel file and provide a duplicate copy to the employee and Talent Services.

An employee who resigns and retains recall rights pursuant to Article 14(b) will continue to accrue seniority in accordance with Article 16(a) for the Title Group(s) for which the employee retains the recall rights.

Example:

Emp. A.- Title V Stock Clerk – SAT – Occ. Date: 5/2/2002  
Holds recall rights to Title I AMT – TULE (Occ. 9/6/2000) and  
Title V Stock Clerk – TULE

Emp. A. opts for Article 14(b) and provides a written notification to retain recall rights to Title I AMT – TULE and Title V Stock Clerk TULE;

Since the notification included retention of recall rights in both Title Groups, then upon effective date of his/her resignation, Emp. A will continue to accrue Title I and Title III Occupational seniority for up to three (3) years and will retain thereafter up to ten (10) years or until forfeiture (i.e. refuse recall or expiration of ten (10) years).

An employee who exercises his rights under Article 14(b) as outlined above, does not have rights to transfer; ~~as if they were he was a laid off employee.~~

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(c) If an employee who has been laid off is offered the opportunity to return to the service, in other than temporary work, and such offer of recall is to employment of the same classification and status as laid off from (full time to full time or part time to part time) and such employee elects not to return to service, or who fails to comply with the provisions of Article 16 (a) or (e), his seniority right of preference in reemployment will at that time terminate, and his seniority with the Company will be forfeited.

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

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~~ATTACHMENT 14.1 — CLARIFICATIONS AND INTERPRETATIONS OF ARTICLE 14(b)~~

~~From: Stan Crosser~~

~~To: Edward Koziatek~~

~~Re: Clarifications and Interpretations of Article 14 (b)~~

~~October 8, 1991~~

~~This will confirm our discussions and understandings regarding the provisions of Article 14 (b) of the Maintenance and other similar articles in the other AA/TWU agreements. Since the interpretation of this provision in 1972, we have negotiated many changes to the Agreements including Reduction in Force, Transfer from Layoff, Part time and Recall.~~

~~It is our intent that any employee who is directly affected by a reduction in force and exercises their seniority, either at the time of layoff or after accepting layoff, and thereafter must resign for personal reasons (cannot accept the new area, job or location) will retain recall rights if at the time of resignation they so notify the Company in writing of their desire to retain their recall rights.~~

~~Example:~~

~~Employee is laid off at STL and elects to displace a junior employee in ORD. After a few weeks in Chicago the employee's family cannot join him and he elects to resign and retain his recall to STL. This would be permissible.~~

~~Same situation as above except the employee elects layoff at the time of the reduction in force and after being unemployed for some time, transfers to a vacancy at ORD. He elects to resign for whatever reason and would be eligible to retain his recall rights.~~

~~If you have any question regarding this interpretation, please give me a call.~~

~~cc: Managers Field Employee Relations~~

~~(Signed original on file)~~