

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 **occupational** seniority during such 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 of 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 a job in the classification and station from which he was laid off, except that an employee ~~laid off released~~ from a bid job in connection with a reduction in force in said bid job shall not be subject to recall to said ~~bid~~ **Higher Capacity** job. An employee ~~laid off released~~ 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 Group Title 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 such recall to a part time position will not lose recall rights to a full time position at that station.

(c) An employee who in lieu of layoff exercises his seniority to displace the employee on the system in his own classification with the least Title seniority, or 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 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 Group~~ Title will retain recall rights in accordance with paragraph (a) to the classification and station from which he was first ~~laid off released~~.

An employee who, in lieu of layoff, exercises his seniority to displace an employee in another classification and Occupational ~~Title Group Group~~ Title in which he holds seniority, or accepts a vacancy in any other Occupational ~~Title Group Group~~ Title at time of layoff ~~or before the expiration of his recall rights~~, will accrue seniority in the Occupational Group Title to which he transferred in accordance **with** the applicable Agreement in addition to accruing and retaining seniority in accordance with paragraph (a) of this article and retaining recall rights in accordance with paragraph (b) of this article. Further, should an employee bump through one or more classifications and

eventually be laid off, he will retain recall rights to each such classification and Title Group.

An employee having ~~such~~ multiple recall rights will have the option of accepting or waiving recall rights to each ~~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.

(e) All employees laid off by the Company due to reduction in force will maintain a current address **and phone number** with the Company. Any change in address **and/or phone number** must be **updated on Jetnet or** filed promptly, 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@ 1-800-447-2000 .

(f) All notices of recall, **which includes instructions and a required report date**, will be made **in writing (telephonic notifications are acceptable okay if confirmed in writing)** ~~in writing~~ via overnight mail/express (i.e. U.S. Post Office, **United Parcel Service Federal Express** or equivalent) return receipt requested. All employees must notify the person whose name is signed to the recall letter **accept or refuse using the on-line tool**, within ten (10) 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) **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 the 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 recall letters.

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 weekend and holidays) of acceptance of recall , or who fails 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.

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.

(f) An employee who has been laid off, and who has been out of the service for a period of twelve (12) months or more, may be required to take 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 the tests are not given less than sixty (60) calendar days after his recall.

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

ATTACHMENT 16.1

March 25, 1994

Mr. Edward R. Koziatek
International Vice President - TWU
1848 Norwood Plaza, Suite 112
Hurst, Texas 76054

Dear Ed:

~~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.~~

Sincerely,
Stanley L. Crosser
Managing Director
Employee Relations

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 May 2008.**
- 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**