

## 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 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 a job in the classification and stations from which he was laid off.

(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 another classification and Occupational Title Group in which he holds seniority, or accepts a vacancy in any other Occupational Title Group at 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 Article 10 of all other AA/TWU Agreements, 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 classification and Title Group.

An employee having multiple recall rights will have the option of accepting or waiving recall rights to each 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 a reduction in force will maintain a current address with the Company. Any change in address must be filed promptly, **in writing with Employee Services and sent to the following address: Employee Services**, by sending a change of Personal Information Form to PeopleLink; P. O. Box 619616; Mail Drop 5141; DFW Airport, Texas 75261. **For change of**

**address inquiries contact Employee Services** ~~or by calling PeopleLink at 1-800-447-2000.~~

All notices of recall will be made (telephonic notifications are okay if confirmed in writing) in writing via overnight mail/express (for example: U.S. Post Office, Federal Express, or equivalent) return receipt requested. All employees must notify the person whose name is signed on the recall letter, within ten (10) calendar days of the date of the mailing postmark of 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) 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 the recall letters.

**(f) An employee recalled to the position of Maintenance Control Technician will be required to complete required training, as outlined by the Company, upon return to active payroll. The Manager of the desk to which employee will be assigned, will meet with the local Union President or his designee to discuss the amount and type of training which will be required of the employee. The length of time the employee has been on layoff as well as the type of work he has performed during this period will be considered when determining the type of training which will be required.**

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

**Attachment 16-1 - Recall rights**

~~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~~

~~Edward R. Koziatek  
International Vice President  
Transport Workers Union~~