

TENTATIVE AGREEMENT

ARTICLE 14 - Recall

- A. Recall rights to a specific location and group are extended to qualified employees furloughed or displaced from the location. Recall of furloughed and displaced employees shall be in seniority order.
- B. Employees furloughed/displaced from a location that is closing will be given the option of selecting a new location for recall within the same group. The new location is chosen at the time the location closes. The chosen location may only be changed in the event of its closure. These employees shall also maintain recall to their original closed location and group. An employee offered recall to an original, closed location which reopens, will have the option of accepting that recall offer or forfeiting recall to that location and maintaining recall to the previously selected recall location.
- C. Furloughed and displaced employees offered recall will have until 5:00 PM local time at their recall location the third calendar day following the receipt of the offer in which to accept recall. Recall offers will be made in the following manner and order: (1) by personal telephonic conversation; or (2) if an attempt to make telephonic contact is not successful, by certified U.S. Mail or express delivery service. Employees who accept recall shall be required to report for duty within fifteen (15) days following receipt of the offer of recall, unless mutually agreed to otherwise by the employee and Company. Employees who are recalled from furlough may apply for any leave for which they qualify. For purposes of this paragraph "receipt of the offer" shall mean the earlier of (i) the personal telephonic conversation if the Company reaches the employees by telephone; (ii) the actual receipt of the letter by certified U.S. Mail or express delivery service; or (iii) the first attempt at delivery of the letter by certified U.S. Mail or express delivery service.
- D. Furloughed employees shall maintain recall to the location from which they were furloughed for a period of ten (10) years from the date of their furlough provided they have not refused recall. In order to maintain these rights, furloughed and displaced employees will be responsible for providing and maintaining with the Company their current address, telephone number and e-mail address.
- E. Displaced employees who maintain active employment within Passenger Service will maintain recall rights indefinitely, providing they have not refused recall. Employees displaced/furloughed after the effective date of this Agreement, who become employed within the Company but outside Passenger Service, and who have not refused a recall offer, will maintain recall rights for a period of up to five (5) years from the date of their original displacement/furlough.
- Displaced employees who terminate from any position within the Company will forfeit their recall rights and have their names removed from the seniority roster.
- F. Furloughed and displaced full-time employees shall have recall rights to both full-time and part-time positions in their recall group in the location from which they were displaced.
1. Furloughed and displaced full-time employees who refuse part-time recall shall forfeit any further part-time recall, but shall not forfeit full-time recall.
 2. Displaced full-time employees who refuse full-time recall to the location from which they were displaced will forfeit all recall rights to that location.

TENTATIVE AGREEMENT

3. Furloughed full-time employees who refuse full-time recall to the location from which they were displaced or whose recall rights have expired shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.
4. Displaced part-time employees who refuse part-time recall to the location from which they were displaced shall forfeit any further recall to that location.
5. Furloughed part-time employees who refuse part-time recall to the location from which they were displaced or whose recall rights have expired, shall be deemed to have resigned their positions from the Company and shall have their names removed from the seniority roster.
6. A CSA qualified for CSC at time of recall may turn down recall to CSC but maintain recall to their original position. A CSC may turn down recall to a CSA position but maintain recall to their original position.

Recall periods will be extended when furloughed employees accept temporary or seasonal vacancies under the applicable seasonal or temporary vacancy provisions in Articles 10 and 11 of this Agreement. Furlough allowance payments due, if any, will be suspended for the duration of the seasonal or temporary employment and resumed when the employee leaves seasonal or temporary employee.

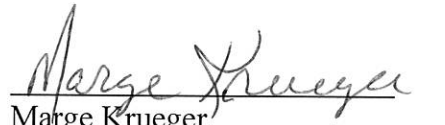
Tentative Agreement

For the Company:

For the Union:



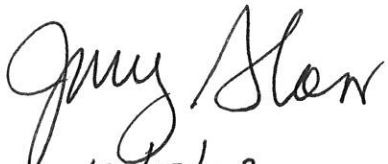
Lynn Vaughn
Managing Director of Labor

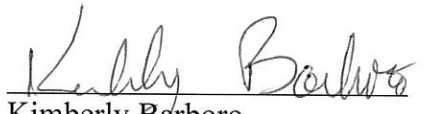


Marge Krueger
Co-Chair, CWA-IBT Association

10/18/23
Date

10/18/24
Date


10/18/23



Kimberly Barboro
Co-Chair, CWA-IBT Association

10-18-23
Date