

ARTICLE 6 - VACATIONS

A. VACATION ALLOWANCE

Flight Attendants shall become entitled to and receive vacation allowances in accordance with the following:

1. As used herein the term "year" is used to mean a calendar year unless specific reference is made to fiscal year.

2. A Flight Attendant who, as of December 31 of any year has had less than one (1) year of continuous service with the Company shall be entitled to a vacation with pay for work performed during that year on the basis of three-quarters (3/4) days for each full month of service.

3. As of December 31 of each year, each Flight Attendant who has less than five (5) years of continuous service with the Company will be entitled to a vacation with pay of nine (9) calendar days to be taken in the following fiscal year.

4. As of December 31 of any year, a Flight Attendant who has had five (5) years or more of continuous service with the Company shall be entitled to a vacation with pay of fourteen (14) calendar days to be taken in the following fiscal year.

5. As of December 31 of any year, a Flight Attendant who has had twelve (12) years or more of continuous service with the Company shall be entitled to a vacation with pay of nineteen (19) calendar days to be taken in the following fiscal year.

6. As of December 31 of any year, a Flight Attendant who has had twenty (20) years or more of continuous service with the Company shall be entitled to a vacation with pay of twenty-three (23) calendar days to be taken in the following fiscal year.

7. As of December 31 of any year, a Flight Attendant who has had twenty-five (25) years or more of continuous service with the Company shall be entitled to a vacation with pay of twenty-eight (28) calendar days to be taken in the following fiscal year.

8. In computing vacation eligibility under paragraph A., subparagraph 3., and paragraph F. of this Article:

a. Fifteen (15) days or more of accredited service with the Company shall be considered as a full month accredited service with the Company, and less than fifteen (15) days shall not be considered.

b. Fractions of one-half (1/2) a day or more of earned vacation shall be considered as entitling the Flight Attendant to a full day's vacation and fractions of less than one-half (1/2) a day shall not be considered.

c. In order to be eligible to accrue vacation, a Flight Attendant must be paid a minimum of six hundred (600) hours during the calendar year or be paid an average of fifty (50:00) hours per active month during the calendar year if the Flight Attendant has been inactive during the calendar year due to unpaid status.

Additionally, Flight Attendants who are active less than 15 days in a month as a result of removal due to injury-on-duty or union leave will receive full accrual for that month, provided they meet the minimum paid hours requirement for each month of active status.

d. Should a Flight Attendant have only one (1) active month in a calendar year in which s/he has been scheduled to be active more than fifteen (15) days but less than twenty (20)

days (partial month schedule), the Flight Attendant shall be deemed to have met the minimum paid hour requirement if s/he has at least thirty-five (35:00) paid hours for the month, provided the Flight Attendant has not voluntarily reduced her/his hours for the month.

e. The Company may consider, at its discretion, a Flight Attendant who due to extraordinary circumstances has two or three partial month schedules in a calendar year. Prior to making a final determination, the Company shall meet with APFA to discuss. The Company will then make the final determination regarding any consideration that may be afforded. In January of each year the Company will meet with APFA to discuss the look back results for the previous year and review any unforeseen circumstances that may have had a negative impact on the application of this provision.

B. VACATION FISCAL YEAR

The Company shall solicit vacation period preferences for vacations accrued during a calendar year to be taken during the succeeding fiscal year. The fiscal year during which Flight Attendants shall take accrued vacations shall be May 2 of that year through May 1 of each succeeding year.

C. VACATION BIDDING [#]

1. Preference in the periods in which Flight Attendants shall be permitted to take their vacations shall be granted in the order of seniority at the station at which they are based, taking into consideration the requirements of the Company.

2. A Flight Attendant entitled to one (1) week (seven calendar days) or more of vacation will be permitted to bid for preference in the periods in which the vacation shall be taken in the following fiscal year.

3. A Flight Attendant shall be notified in writing of her/his scheduled vacation as far in advance as practicable, but in no case less than thirty (30) days in advance of the beginning of her/his vacation period. If extraordinary circumstances prevent the accomplishment of the above stated time schedule with regard to the first vacation month of the vacation fiscal year, the Company will make every effort to adhere as closely as possible to such schedule and in no event shall the advance notice be less than fourteen (14) days except for vacation move-ups and trades.

4. The Company will post, to the extent possible, assigned vacations prior to the closing of the trip selection bidding period for the month containing the vacation. However, the Company may, if necessary, award additional vacations after the closing of the trip selection bidding period.

5. Vacation assignments established for Flight Attendants may be varied if necessitated by the requirements of the Company provided thirty (30) days notice is given. In the event of an unforeseeable emergency, no notice is required for change in vacation assignments. In case of transfer/proffer, the Company shall notify the Flight Attendant of such change in vacation assignment(s) no later than thirty (30) days following such Flight Attendant's report to base. In no case shall such notification be less than fourteen (14) days prior to the commencement of such Flight Attendant's new vacation assignment.

6. Eligible Flight Attendants shall be permitted to indicate preferences in vacation assignments during two vacation bidding periods: a Primary Vacation Bidding Period (selected) and a Secondary Vacation Bidding Period (unselected). For purposes of this paragraph, a Flight Attendant vacation month is defined as no less than four periods of seven (7) days in any month for which Flight Attendants may indicate preferences in any combination, i.e., one, two, three, or four weeks. A Flight Attendant eligible to split her/his vacation into two periods, as provided in paragraph I. of this Article, shall be permitted to designate, bid, and be awarded/assigned one vacation period of one, two, three, or four weeks, as applicable, during the Primary Vacation Bidding Period. The remaining vacation period shall

be designated, bid and awarded/assigned during the Secondary Vacation Bidding Period. The following schedule shall govern the bidding of vacation periods:

a. The Primary Vacation Bidding Period shall begin no later than 0001 February 16th and close no earlier than 0001 March 7th. Primary vacation bid awards shall be posted no later than 0001 March 15th.

b. The Secondary Vacation Bidding Period shall begin no later than 0001 March 16th and close no earlier than 0001 March 23rd. Secondary vacation bid awards shall be posted no later than 0001 March 31st.

7. A Flight Attendant who does not submit a vacation bid (a "no bid") in the primary vacation bidding period will be considered to have selected the bid option of "vacation pass". Such Flight Attendant will not be assigned a vacation at the conclusion of the primary vacation bidding period; rather, s/he will be permitted to bid her/his entire vacation, primary and/or secondary if splitting, during the secondary vacation bidding period. It is understood that all primary vacations, including the primary vacations of Flight Attendants who have "passed" or "no bid" will be awarded prior to the awarding of any secondary vacations.

8. When bidding for a secondary vacation, a Flight Attendant will be permitted to bid and be awarded her/his secondary vacation on the basis of the actual number of vacation days that remain after any PVD usage by the Flight Attendant from that accrued vacation. A Flight Attendant's eligibility to split will continue to be based on the amount of her/his accrued vacation without regard to any PVD usage.

D. DEFERRED VACATIONS

Vacations shall not be cumulative, and a vacation to which a Flight Attendant becomes entitled on December 31 of any year shall be forfeited unless taken during the following fiscal year; provided, however, a Flight Attendant may be requested by the Company to forego her/his vacation if such request is in writing, and in such event, if the Flight Attendant has not received her/his vacation by the end of the fiscal year in which it is to be taken, s/he shall be entitled to said deferred vacation during the succeeding fiscal year, or payment in lieu of same, at the option of the Flight Attendant.

E. EFFECT OF LEAVES ON VACATION ALLOWANCES

In accordance with 6.A.8.c., no deductions from vacation allowances shall be made for leaves of absence granted due to illness or injury sustained while on duty, or for approved union leaves of absence.

F. VACATION PAY: REDUCTION IN FORCE/MILITARY LEAVE/RESIGNATION

A Flight Attendant who has completed six (6) months continuous service with the Company and whose services are terminated because of reduction in force, military leave of absence, or resignation (with two [2] weeks' notice), shall receive pay at her/his appropriate rate for any vacation allowance to which s/he becomes entitled on December 31 of the preceding year, and which s/he has not yet received. This paragraph shall not apply in the event of a reduction in force due to a strike by any employee of the Company. If such Flight Attendant is not recalled within thirty (30) days after the effective termination date of such strike, then the Flight Attendant shall be eligible for benefits under this paragraph.

1. All vacation accrued since December 31 of the preceding year shall be paid in accordance with the following formulas:

a. A Flight Attendant entitled to a vacation period of from one (1) day to nine (9) days shall be paid on the basis of three-quarters (3/4) days for each full month of service.

b. A Flight Attendant entitled to a vacation period of from ten (10) days to fourteen (14) days shall be paid on the basis of one and one-sixth (1-1/6) days for each full month of service.

c. A Flight Attendant entitled to a vacation period of from fifteen (15) days to nineteen (19) days shall be paid on the basis of one and three-fifths (1-3/5) days for each full month of service.

d. A Flight Attendant entitled to a vacation period of from twenty (20) days to twenty-three (23) days shall be paid on the basis of one and nine-tenths (1-9/10) days for each full month of service.

e. A Flight Attendant entitled to a vacation period of from twenty-four (24) days to twenty-eight (28) days shall be paid on the basis of two and one-third (2-1/3) days for each full month of service.

2. A Flight Attendant who is discharged for confiscation of Company funds or property, or who fails to give two (2) weeks' notice in case of resignation, shall not be paid for any vacation hereunder.

G. FURLOUGH RECALL ON PROBATION: EFFECT ON VACATION ALLOWANCE

A Flight Attendant who has not completed six (6) months' continuous service with the Company, whose services are terminated because of reduction in force and who is subsequently recalled shall be credited with vacation accrued to the date of layoff.

H. VACATION PAY AND CREDIT [#]

1. A Flight Attendant with a regular flying assignment shall receive flight time credit and flight pay credit for the scheduled flight time plus credited time, as provided in Article 8 of this Agreement, for trips missed while on vacation and for any trip scheduled which originates within the vacation period, even though such trip may be scheduled to terminate outside the vacation period.

2. A Domestic replacement Flight Attendant whose schedule is comprised of scheduled trips and/or available days shall be paid for scheduled trips in accordance with 1. above and shall receive three hours fifty-three minutes (3:53) flight time pay and flight time credit for each available day scheduled during the vacation period.

3. A Domestic Flight Attendant on reserve shall receive either four hours and ten minutes (4:10) in a thirty (30) day contractual month or three hours and fifty-six minutes (3:56) in a thirty-one (31) day contractual month flight time pay and flight time credit for each day of reserve availability during the vacation period.

4. A Flight Attendant on replacement in the International Operation whose schedule is comprised of scheduled trips and/or available days shall be paid for scheduled trips in accordance with 1. above and shall receive three hours fifty-three minutes (3:53) flight time pay and flight time credit for each available day scheduled during the vacation period.

5. A Flight Attendant on reserve in the International Operation shall receive either four hours and ten minutes (4:10) in a thirty (30) day contractual month or three hours and fifty-six minutes (3:56) in a thirty-one (31) day contractual month flight time pay and flight time credit for each day of reserve availability during a vacation period.

6. Effective May 2, 2014, all Flight Attendants will be paid a daily rate of three (3) hours for each day in a designated vacation period. The provisions of H.1. – 5. above will no longer apply.

I. SPLITTING OF VACATION PERIODS [#]

1. A Flight Attendant who is entitled to nineteen (19) days vacation or more may split his/her vacation into two (2) periods provided that one (1) vacation period is at least fourteen (14) days.

2. Should a Flight Attendant elect to split her/his vacation it is with the understanding that the Flight Attendant may bid for only one (1) vacation period which must be at least two (2) weeks, and that the remaining portion of her/his vacation allowance will be assigned by the Company, taking into consideration the Flight Attendant's preference if the requirements of the Company permit.

J. VACATION TRADES

A Flight Attendant may trade her/his vacation period with the vacation period of another Flight Attendant in the same operation and at the same base (MAC regular bid holders may trade with other MAC regular bid holders) as follows:

1. Vacation periods traded must be of the same length, and must be by mutual consent of the Flight Attendants involved.

2. Notwithstanding J.1. above, Flight Attendants with a vacation accrual of less than seven (7) days may trade with each other.

3. Proposed vacation trades must be submitted to the Company by the first (1st) day of the contractual month preceding the first vacation period of the proposed trade, except that in no case shall a Flight Attendant awarded/assigned a vacation for the first vacation month of the fiscal vacation year have less than five (5) calendar days in which to trade such vacation.

4. Vacation trades involving more than two (2) Flight Attendants will not be permitted.

K. MONTHLY ALLOCATION OF VACATIONS

The Company shall offer for bid each month a minimum of four and one-half percent (4-1/2%) of the total vacation months available at each base during the months of July, August and December and in all other months a minimum of three percent (3%) of the total vacation months available at each base.

L. CHANGE IN TRAINING ASSIGNMENT DUE TO CONFLICT WITH VACATION

A regularly scheduled Flight Attendant may request a change to her/his training assignment which has been set up between her/his last flight assignment and the beginning of her/his vacation period or between the end of her/his vacation period and her/his next scheduled trip. S/he shall be placed in another scheduled training program if attendance at such training is mandatory and required by the Company. If the training was brought about by the Flight Attendant, every reasonable effort will be made to place her/him in another scheduled training program which does not require removing him/her from a trip.

M. REQUIRED RETURN FROM VACATION

1. A regularly scheduled Flight Attendant shall not be required to return from her/his vacation until the time s/he is required to report to Crew Schedule in time to cover her/his next scheduled trip.

2. A reserve Flight Attendant shall not be required to return from her/his vacation until the time when s/he is required to be available to Crew Schedule for reserve assignment.

N. PERSONAL VACATION DAY(S) (PVD)

1. Personal Vacation Day Allowance. A Flight Attendant may request up to six (6) paid personal vacation days periods (PVDs) per calendar year which will be deducted from the following vacation fiscal year.

2. The Company will grant such period(s) if staffing permits.

3. Days used for personal vacation will be deducted from the vacation day accrual to be awarded in the subsequent fiscal year vacation. Flight Attendant requests for personal vacation will be granted in order of seniority.

a. The personal vacation day allowance of a regularly scheduled Flight Attendant granted a personal vacation day for a trip sequence consisting of a single scheduled duty period (turn-around) will be charged no more than one (1) personal vacation day.

b. The personal vacation day allowance of a regularly scheduled Flight Attendant granted a personal vacation for a trip sequence consisting of two (2) or more scheduled duty periods will be charged one (1) personal vacation day for each complete calendar day plus one (1) personal vacation day for each partial calendar day encompassed within the scheduled origination and termination times of the sequence, home base time (including sign-in and debrief).

c. The personal vacation day allowance of a reserve Flight Attendant granted a personal vacation day for a day of reserve obligation (before or after assigned to a trip/standby sequence), or regularly scheduled Flight Attendant granted a personal vacation for a day of availability without a trip assignment, will be charged one (1) personal vacation day for each such day of reserve obligation or regular availability.

d. A Flight Attendant will be paid three (3) hours flight time pay and flight time credit for each personal vacation day. Applicable guarantee may be reduced if the Flight Attendant's pay projection (PPROJ) is below seventy (70) hours following the trip removal and addition of the daily rate for the PVD day(s).

e. The use of a single PVD day, if available, in conjunction with a Bereavement Leave (BR) trip removal will be paid the value of the trip.

O. COMPANY BUY-BACK OF SCHEDULED VACATION

Based on manning considerations, the Company may proffer a buy-back of vacation which has been scheduled but has not been taken.

1. Vacation buy-back proffers will be specific to a particular base operation (i.e., Domestic, International) and to vacations scheduled during a particular contractual month.

2. Flight Attendants desiring vacation buy-back will bid for the buy-back by the means provided by the Company.

3. Vacation buy-back will be awarded in seniority order by base/operation from among those Flight Attendants scheduled for vacation during the designated month at the designated bases and who bid for the buy-back.

a. The number of days of vacation held by a Flight Attendant in the designated month will not affect the seniority award.

b. The buy-back will be for the entire vacation period. No partial buy-backs will be permitted.

4. The conversion of vacation days to a cash payment will be as follows:

a. Domestic - Fewer Than Twenty-Five (25) Years. A Flight Attendant awarded a vacation buy-back, who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company will, for each day of actual vacation period, receive two hours twenty-two minutes (2:22) of pay at base rates during a thirty (30) day contractual month or two hours seventeen minutes (2:17) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.

b. Domestic - Twenty-Five Years (25) or More. A Flight Attendant awarded a vacation buy-back, who, as of December 31 of the prior year, has attained twenty-five (25) years or more of continuous service with the Company will, for each day of the actual vacation period, receive two hours thirty minutes (2:30) of pay at base rates during a thirty (30) day contractual month or two hours twenty-five minutes (2:25) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.

c. International - Fewer Than Twenty-Five (25) Years. A Flight Attendant assigned to the International Operation, who is awarded a vacation buy-back, and who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company will, for each day of actual vacation period, receive two hours thirty minutes (2:30) of pay at base rates during a thirty (30) day contractual month or two hours twenty-five minutes (2:25) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.

d. International - Twenty-Five (25) Years or More. A Flight Attendant assigned to the International Operation, who is awarded a vacation buy-back, and who, as of December 31 of the prior year, has attained twenty-five (25) years of continuous service with the Company will, for each day of actual vacation period, receive two hours forty minutes (2:40) of pay at base rates during a thirty (30) day contractual month or two hours thirty-four minutes (2:34) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.

e. A Flight Attendant awarded vacation buy-back will bid for her/his flying schedule as normal for the designated month. The payment for the buy-back will be included in the final paycheck of the month in which the vacation was originally scheduled.

5. The vacation buy-back provisions outlined above do not alter the provisions of Article 6.D. regarding deferred vacations.

P. CONTRIBUTION OF ACCRUED VACATION INTO 401(K)

A Flight Attendant may elect to convert all or, if eligible to split her/his vacation, a portion of her/his accrued but unawarded vacation into an amount to be contributed into her/his 401(k) account.

1. A Flight Attendant desiring to convert her/his entire accrued vacation to her/his 401(k) account will designate such during the vacation bidding period in lieu of bidding for vacation.

2. A Flight Attendant eligible to split her/his vacation and who desires to convert a portion of her/his accrued vacation, will bid for her/his primary (selected) vacation dates and designate the secondary (unselected) vacation for conversion.

3. A Flight Attendant who as of December 31 of the prior year, has attained thirty (30) years or more of continuous service with the Company, may elect to convert seven (7) days of her/his secondary vacation and use the balance as her/his secondary vacation period.

4. Following the close of the applicable bidding period, an election to contribute accrued vacation into a 401(k) account in accordance with these procedures cannot be rescinded.

5. The conversion of vacation days to a 401(k) contribution will be as follows:

a. Domestic - Fewer Than Twenty-Five (25) Years. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal to two hours twenty-two minutes (2:22) of pay at base rates at her/his applicable hourly rate effective on May 2.

b. Domestic - Twenty-Five (25) Years or More. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained twenty-five (25) years or more of continuous service with the Company will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal to two hours thirty minutes (2:30) of pay at base rates at her/his applicable hourly rate effective on May 2.

c. International - Fewer Than Twenty-Five (25) Years. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company, and who is assigned to the International Operation on May 2 of the fiscal year from which the vacation was converted, will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal to two hours thirty minutes (2:30) of pay at base rates at her/his applicable hourly rate effective on May 2.

d. International - Twenty-Five (25) Years or More. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained twenty-five (25) years or more of continuous service with the Company, and who is assigned to the International Operation on May 2 of the fiscal year from which the vacation was converted, will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal to two hours forty minutes (2:40) of pay at base rates at her/his applicable hourly rate effective on May 2.

6. A Flight Attendant may convert vacation to a contribution only to her/his own 401(k) account. It is the responsibility of the Flight Attendant to establish the account prior to the scheduled date of contribution.

7. As soon as administratively practicable after the first day of the vacation bidding fiscal year the Company will contribute to the Flight Attendant's account amounts attributable to vacation accruals which, pursuant to Article 6.P., the Flight Attendant has elected prior to the beginning of the vacation bidding fiscal year to have converted to a cash contribution to the plan.

8. The APFA and the Company will meet to agree on any modification to this paragraph P. which may be necessitated by changes in federal rules and regulations which govern 401(k) account contributions.