

## SECTION 22 - FILLING OF VACANCIES

- A. Flight Attendant vacancies shall be posted at all Flight Attendant crew bases as far in advance as practicable. Such bulletins shall state the number of vacancies to be filled, the reasons why the vacancies exist, the crew base, a deadline date after which bids will not be considered (not less than ten (10) days and not more than fourteen (14) days after the date of the posting), the bid award date, the effective date of the transfer, and the lowest seniority number able to hold a line of flying in the crew base in the last known line award. Upon final determination that a Flight Attendant will be displaced, the Flight Attendant will be provided written notice of the displacement along with a priority return preference form.
- B. In the event that the Company intends to open or close a crew base, the Company will promptly meet and confer with the APFA National President and share the analysis upon which the decision is based. The Company may close the affected crew base if the analysis upon which the decision is based establishes that there is a cost savings generated by the closing.
- C. A Flight Attendant who wishes to transfer to another crew base may complete and file a standing transfer request form with the Company. A Flight Attendant has the right to withdraw a transfer request provided a written request for withdrawal is received by the Company prior to the close of the vacancy bid. Upon a vacancy transfer, a Flight Attendant shall not have the request for another vacancy transfer honored for a period of three (3) months from the date of transfer. However, if the Flight Attendant's first or second base of choice becomes open during this three (3) month lock-in period, and such base was not open during the previous three (3) months prior to the awarded transfer, a Flight Attendant shall have her/his first preference honored and awarded based on seniority.

### D. VACANCY AWARDS

- 1. Flying status: The most senior Flight Attendant who is in an active flying status bidding, including standing transfer requests, whose name appears on the system seniority list, shall be awarded the vacancy, except as provided in Paragraph G.
- 2. Non-flying Status: A Flight Attendant in a non-flying status will be allowed to transfer if her/his report to base can be accomplished within fifteen (15) days of the scheduled report date. In such case, the following shall apply:
  - a. A Flight Attendant in a non-flying status on the effective date of a transfer who reverts to active status by 2359 home base time (HBT) of the fifteenth (15<sup>th</sup>) day from the scheduled report date will retain her/his transfer.
  - b. Should a Flight Attendant in a non-flying status on the effective date of the transfer revert to flying status as described in Paragraph D.1, but subsequently reverts back to non-flying status prior to the fifteenth (15<sup>th</sup>) day from the scheduled report date that the transfer is to become effective the following shall apply:
    - i. If between the two absences the Flight Attendant flies a trip sequence at her/his new base or if she/he has another obligation at the new base, e.g., training, available day or day of reserve, she/he will retain her/his transfer.
    - ii. If between the two absences the Flight Attendant does not fly a trip or complete an obligation as described in Paragraph 2.b.i, she/he will forfeit her/his transfer.
    - iii. A Flight Attendant who is in a flying status between 0001 to 2359 HBT on the effective date of transfer but who subsequently goes into a non-flying status within fifteen (15) days of the scheduled report date will retain her/his transfer.

- E. A Flight Attendant will be able to submit her/his transfer bids electronically on Company Intranet. Upon request, the Company shall provide the APFA National President the names and seniority numbers(s) of all Flight Attendant(s) bidding for the position(s), including those with standing bids, and which Flight Attendants were awarded the position(s) via electronic file.
- F. If a vacancy is posted and no Flight Attendant bids, such vacancy may be filled pursuant to Paragraph H, or by a new Flight Attendant if no Flight Attendant remains on involuntary furlough.
- G. A Flight Attendant on an authorized leave of absence, as provided for in Leaves of Absence, Section 25, shall retain and hold her/his position at the crew base at which she/he was located prior to going on such leave of absence, unless otherwise displaced or furloughed pursuant to the provisions of this Agreement.

#### H. **DISPLACEMENT/PRIORITY RETURN**

1. When a Flight Attendant is displaced, the displaced Flight Attendant shall be the most junior Flight Attendant at the crew base.
2. When a Flight Attendant is displaced as a result of overstaffing at her/his crew base, she/he shall be permitted to exercise her/his seniority to fill open vacancies throughout the system. The APFA and the Company shall meet and discuss the available vacancies and, to the extent possible, agree to create openings which are:
  - a. In close proximity to the crew base being reduced or closed; and,
  - b. At a base that operates similar flying, e.g., International flying.
3. A Flight Attendant who is displaced on or after the effective date of this agreement may exercise priority return over non-displaced Flight Attendants and utilize her/his seniority to return to her/his former crew base when a vacancy occurs or the crew base is reopened. Furthermore, free available space on Company transportation facilities for the shipping of personal belongings shall be furnished to the extent permitted by law.
4. A Flight Attendant who wishes to exercise this option of returning to her/his former crew base must file the preference form within thirty (30) days of her/his displacement. Should the Flight Attendant decline the first opportunity to exercise a priority return, ~~or subsequently transfer voluntarily to a crew base in another location~~, this right of return will be forfeited. Subsequent displacements **or transfers** will not cause the Flight Attendant to forfeit the right of return. **Δ (L-37)**
5. If a priority return preference form is on file at the time a Flight Attendant is involuntarily furloughed, the priority return will remain on file. However, the priority return will be considered in an inactive state and the Company will not process the request while the Flight Attendant remains on an involuntary furlough status. Upon a Flight Attendant's recall to active status from an involuntary furlough, the Flight Attendant's priority return request will return to an active state provided the Flight Attendant has not withdrawn the priority return while on involuntary furlough. The Flight Attendant shall be only able to exercise the priority return for vacancies subsequent to her/his return to service and this does not confer a right for priority recall from furlough to a given crew base.
6. A Flight Attendant who is involuntarily furloughed and recalled to a crew base other than the crew base from which she/he was furloughed may file a priority return preference form within thirty (30) days from the date of recall to the new crew base. The Flight Attendant shall be only able to exercise the priority return for vacancies subsequent to her/his return to service and this does not confer a right for priority recall from furlough to a given crew base.

7. Upon request, the Company will provide the APFA National President with notification when vacancies are filled by a Flight Attendant with a priority return on file. Such notification shall include the names and seniority of Flight Attendants with priority returns on file for the crew base and the names of the Flight Attendants awarded the positions.
8. The Company shall provide each furloughed and displaced Flight Attendants with a packet detailing her/his options and shall provide a copy of the packet to the APFA National President.

#### **I. CREW BASE CLOSURE**

1. When a crew base is closed or moved to a new location, any Flight Attendant who is affected shall be allowed to exercise her/his seniority to move to a crew base where vacancies exist and to exercise her/his seniority at such crew base. The APFA and the Company shall utilize the process specified in Paragraph H.2. All such moves shall be considered as being at the request of the Company. A crew base shall be considered closed if the location of the new crew base is greater than seventy-five (75) miles from the existing crew base.
2. The Company will provide Flight Attendants with as much advance notice as practicable of a base closing, but in no case will Flight Attendants receive less than one hundred and twenty (120) days' notice, except when the base closure is a result of unforeseen circumstances.

#### **J. FOREIGN LANGUAGE SPEAKERS**

1. Vacancies for foreign language speakers will be filled in accordance with the provisions in Section 22. However, only a language qualified Flight Attendant will be considered eligible to bid for such vacancy.
2. In order to maintain the minimum requirements of the operation, the Company may retain foreign language qualified Flight Attendants in a crew base where displacements may otherwise be occurring. Foreign language speaker vacancies that are not bid for a given crew base may be involuntarily assigned to the language qualified Flight Attendant with the least system seniority or by a new hire language qualified Flight Attendant, if no Flight Attendants remain on involuntary furlough.
3. In the event of a furlough, the system seniority provision of Seniority, Section 20, will prevail and there will be no exception for Foreign Language Speaker qualified Flight Attendants as it relates to furlough.

#### **K. MUTUAL TRANSFERS**

The Company will establish a method of allowing Flight Attendants from different crew base stations within the same Operation to mutually transfer as provided herein.

1. The Company will process Mutual Transfers on a monthly basis following the processing of vacancy transfer requests, if applicable, as described in Paragraph A.
2. A Flight Attendant who desires a Mutual Transfer should update her/his standing preference list.
3. The Company will maintain a list of Flight Attendants requesting Mutual Transfers.
  - a. Mutual Transfers will be processed in system seniority order.

- b. Flight Attendants may be required to possess the same equipment/service qualifications and/or the same language qualifications. The net result of required equipment and/or language qualification shall be the same between bases. The most junior Flight Attendant causing the qualification imbalance within the pool may be required to attend training.
  - c. Any required training must be accomplished on day(s) off, available day(s) or a reserve day at the first available opportunity. If the first available opportunity to attend training conflicts with a scheduled trip sequence, the Flight Attendant will be removed from the sequence unpaid and uncredited and the guarantee will be adjusted accordingly.
  - d. Failure to complete the required training during the first month that it is offered will result in a non-qualified status without regard to the current qualifications until such base qualification is obtained.
  - e. A Flight Attendant must be active (in a flying status) the entire calendar day of the mutual transfer match to be eligible for the transfer.
  - f. When a transfer match is made, those Flight Attendants desiring the Mutual Transfer shall be notified by the Company. Such transfer shall be effective on the first day of the next contractual month as defined in this Agreement. A Flight Attendant may not rescind a Mutual Transfer award.
4. Flight Attendants are eligible to mutual transfer each month regardless of an existing lock-in. The Flight Attendant transferring to the base where the lock-in exists will be required to fulfill the remaining portion of the lock-in.
  5. The Mutual Transfer shall be at the Flight Attendant's expense.
  6. A Flight Attendant involved in a Mutual Transfer shall be responsible for rearranging her/his schedule to avoid trip sequence conflicts. If the Flight Attendant cannot rearrange her/his schedule to avoid a conflict, the Flight Attendant shall be removed from the first trip sequence at the new base as a schedule conflict, and the Flight Attendant shall not be paid or credited for the trip removal and the monthly guarantee shall be reduced accordingly.
  7. The Company will make available to Flight Attendants a list of the qualifications typically required and/or held at a particular base.

**L. MUTUAL TRANSFERS WHILE ON A PERIOD OF PROBATION**

1. A probationary Flight Attendant will be eligible to mutual transfer in accordance with Paragraph K.
  - a. A probationary Flight Attendant awarded a mutual transfer will be required to attend a Base Indoctrination at her/his new base.
  - b. Such Base Indoctrination will be scheduled by Flight Service and if it conflicts with a scheduled trip sequence, the Flight Attendant will be removed from the sequence unpaid and uncredited, but monthly guarantee will not be impacted.
  - c. Failure to attend a Base Indoctrination will result in a non-qualified status without regard to the current qualifications until a Base Indoctrination is completed.
2. A probationary Flight Attendant may only be awarded a mutual transfer one (1) time during her/his Period of Probation.