

## **SECTION 22 - FILLING OF VACANCIES**

### **A. VACANCY TRANSFERS**

Flight Attendant vacancies occurring at any base shall be posted no earlier than the twelfth (12<sup>th</sup>) and no later than the sixteenth (16<sup>th</sup>) of the calendar month three (3) months prior to the effective date at all Flight Attendant crew bases. Such postings shall state the following:

1. the effective date of the transfer,
  2. the reasons why the vacancies exist,
  3. the crew base(s) where the vacancies exist,
  4. the number of vacancies to be filled,
  5. the bases that will or will not be backfilled at the time of the posting, if known at the time of the posting,
  6. the posted close date of the twenty-sixth (26<sup>th</sup>) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date,
  7. the posted award date of the twenty-seventh (27<sup>th</sup>) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date,
  8. the highest seniority number for Reserve status in each of the last four (4) months and,
  9. the lowest seniority number able to hold a line of flying in the crew base in each of the last four (4) months known line awards.
- 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 with the Company. A Flight Attendant has the right to withdraw a transfer request electronically 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 their first preference honored and awarded based on seniority.

### **D. VACANCY AWARDS**

1. The most senior Flight Attendant 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. To be eligible for a vacancy transfer, a Flight Attendant must be showing active status on either the date of the award or the effective date of the transfer. This verification will occur on the transfer award date.
3. On the effective date of a vacancy transfer, a Flight Attendant will be required to possess the

applicable equipment and service qualifications, and visa requirements for the crew base for which they are awarded.

4. A vacancy transfer may not be rescinded.
  5. Vacancies will be awarded in seniority order.
  6. The Company will make available to Flight attendants a list of the qualifications required and/or held at a particular base.
  7. **Relocation Days:** Upon Flight Attendant request, prior to the effective date of transfer the Company must provide a Flight Attendant who is awarded a vacancy transfer to another crew base with five (5) consecutive calendar days free from all duty for the purpose of relocating. Such relocation days will be subject to black-out dates as specified in Section 5.D.3. Relocation day(s) will not be subject to payment for time lost or any expenses incurred. The unpaid and uncredited relocation day(s) will be designated as a preplanned absence in PBS and will not be considered as part of the required number of off day(s) in that bid month.
  8. A Flight Attendant involved in a vacancy transfer shall make every effort to bid their schedule to be positioned and available to take an assignment or award at the new base. The Flight Attendant will be responsible for rearranging their schedule to avoid sequence/reserve obligations.
    - a. A Reserve who cannot rearrange their schedule to avoid a conflict may either have an off day moved to allow transit to the new base; or have the day off unpaid and have their guarantee reduced by the applicable daily rate. The Reserve's option will normally be granted, however in out of the ordinary situations that result in staffing irregularities, Crew Scheduling may determine whether the Reserve may move a day off or have their guarantee reduced.
    - b. A Lineholder who cannot rearrange their schedule to avoid a conflict shall be removed from the first sequence and shall not be paid or credited for the trip removal.
- E. A Flight Attendant will be able to submit their 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 their position at the crew base at which the Flight Attendant 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. Upon final determination that a Flight Attendant will be displaced, the Flight Attendant will be provided electronic notice of the displacement along with a priority return preference form.
  3. When a Flight Attendant is displaced as a result of overstaffing at their crew base, they shall be permitted to exercise their 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.
4. A Flight Attendant who is displaced on or after December 13, 2014 may exercise priority return over non-displaced Flight Attendants and utilize their seniority to return to their former crew base when a vacancy occurs or the crew base is reopened.
  5. A Flight Attendant who wishes to exercise this option of returning to their former crew base must file the preference form within thirty (30) days of their displacement. Should the Flight Attendant decline the first opportunity to exercise a priority return, the right of return will be forfeited. Subsequent displacements or transfers will not cause the Flight Attendant to forfeit the right of return.
  6. 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 the Flight Attendant's return to service and this does not confer a right for priority recall from furlough to a given crew base.
  7. A Flight Attendant who is involuntarily furloughed and recalled to a crew base other than the crew base from which they were 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 their return to service and this does not confer a right for priority recall from furlough to a given crew base.
  8. 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.
  9. The Company shall provide each furloughed and displaced Flight Attendants with a packet detailing their 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 their seniority to move to a crew base where vacancies exist and to exercise their seniority at such crew base. The APFA and the Company shall utilize the process specified in Paragraph H.3. 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 SPEAKER VACANCY TRANSFERS**

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. A Flight Attendant awarded or assigned to a crew base on the basis of their language qualification may be required to serve a lock-in as described in Section 15.B, Foreign Language Speaker.
4. 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**

1. The Company will allow Flight Attendants from different crew base stations to mutually transfer as provided herein. Mutual transfers will be processed in seniority order to satisfy as many Flight Attendants as possible within the constraints of the mutual transfer platform, provided such swaps do not result in a headcount change for the bases. Any changes to the processing of mutual transfers will be agreed upon by the Company and the APFA.
2. The Company will process mutual transfers on a monthly basis following the processing of vacancy transfer requests, if applicable.
3. Mutual transfers will have a close date of the twenty-sixth (26<sup>th</sup>) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date.
4. Mutual transfers will have an award date of the twenty-eighth (28<sup>th</sup>) of the calendar month at 1200 DFW three (3) months prior to the effective transfer date.
5. A Flight Attendant who desires a mutual transfer will be able to update their standing preference list.
6. The Company will maintain and post a list of Flight Attendants requesting mutual transfers.
7. Flight Attendants will be required to possess the same base equipment and service qualifications to be eligible for the transfer award.
8. Flight Attendants may be required to possess the same language qualifications.
9. A Flight Attendant must be in an active status the entire calendar day of the mutual transfer match in order to be eligible for the transfer.
10. Applicable base visa requirements must be obtained prior to reporting to the new base.
11. A Flight Attendant may not rescind a mutual transfer.

12. The mutual transfer shall be at the Flight Attendant's expense.
13. The Company will make available to Flight Attendants a list of the qualifications required and/or held at a particular base.
14. The Company will make available to Flight Attendants the bases(s) requiring a visa and the process to obtain required visas.
15. A Flight Attendant involved in a mutual transfer shall make every effort to bid their schedule to be positioned and available to take an assignment or award at the new base. The Flight Attendant will be responsible for rearranging their schedule to avoid sequence/reserve obligations.
  - a. A Reserve who cannot rearrange their schedule to avoid a conflict may either have an off day moved to allow transit to the new base; or have the day off unpaid and have their guarantee reduced by the applicable daily rate. The Reserve's option will normally be granted, however in out of the ordinary situations that result in staffing irregularities, Crew Scheduling may determine whether the Reserve may move a day off or have their guarantee reduced.
  - b. A Lineholder who cannot rearrange their schedule to avoid a conflict, the Flight Attendant shall be removed from the first sequence and shall not be paid or credited for the trip removal.
16. 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.

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

1. A probationary Flight Attendant will be eligible to transfer in accordance with this Section.
  - a. A probationary Flight Attendant awarded a transfer will be required to attend a Base Indoctrination at their new base.
  - b. Such Base Indoctrination will be scheduled by Inflight 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 be awarded either a mutual transfer or a vacancy transfer one (1) time during their Period of Probation.