

ARTICLE 12 - FILLING OF VACANCIES

A. TRANSFER REQUESTS

When vacancies (as defined by the Company) expected to last ninety (90) days or longer occur at any base, the Company shall provide seven (7) days advance notice. The Flight Attendant having the most system seniority not currently serving a lock-in who is qualified to perform the job and had a Request for Transfer on file for transfer to the base where the vacancy exists, shall be transferred to fill the vacancy.

1. **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 (15th) 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 1.a. above, but subsequently reverts back to non-flying status prior to the fifteenth (15th) day from the scheduled report date that the transfer is to become effective the following shall apply:

(1) If between the two absences the Flight Attendant flies a trip sequence at her/his new base or if s/he has another obligation at the new base, e.g. training, AVBL day or day of reserve, s/he will retain her/his transfer.

(2) If between the two absences the Flight Attendant does not fly a trip or complete an obligation as described above in b.(1), s/he will forfeit her/his transfer.

c. 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.

2. **Standing Preference List.** Because a transfer request, once awarded, cannot be declined, a Flight Attendant who desires to transfer to a different base should monitor and update her/his standing preference list to the base(s) to which s/he desires to transfer on a frequent basis. A Flight Attendant may remove her/his name from the transfer list at any time prior to the transfer award.

3. **Subsequent Vacancies.** Vacancies beyond the filling of the vacancy created by the first transferee may be filled by the Company at its option. Upon a vacancy transfer, the Flight Attendant shall not have the request for another vacancy transfer honored for a period of three (3) months from the date of transfer.

B. TRAVEL AND RELOCATION TIME

1. **Travel and Pre/Post-Indoctrination Forty-Eight.** Any Flight Attendant transferred to fill such a vacancy shall be available to begin the assignment on the date set by the Company which shall be not less than seven (7) days from the date notified of the assignment. Travel time will be established in advance and will be dependent upon the Flight Attendant's election to travel by air or drive her/his automobile. A Flight Attendant driving her/his automobile will be allowed one (1) day for each four hundred and fifty (450) miles, based on the most direct route, from origination to her/his new location. A Flight Attendant will be granted a forty-eight (48) hour period free of duty either prior to base indoctrination or after completion of base indoctrination. If the forty-eight (48) hour period is granted prior to base indoctrination, such forty-eight (48) hour period will be in addition to travel time. This forty-eight (48) hour period free from duty may be waived at the Flight Attendant's option.

2. Indoctrination

a. In bases where a formal base indoctrination for Flight Attendants and/or Purser transferring to that base is not held, the Company will not remove a transferring Flight Attendant from a trip sequence(s) for base indoctrination.

b. In bases where a formal indoctrination for Flight Attendants and/or Purser transferring to that base is held, a trip removal(s) will be accomplished if the indoctrination conflicts with a Flight Attendant's scheduled trip sequence(s). Additionally, unless waived by the Flight Attendant, a trip removal(s) will be accomplished if the indoctrination conflicts with the Flight Attendant's legal at-home rest.

3. Travel Preference ¹

a. Flight Attendants awarded a Vacancy Transfer must notify Crew Planning of their travel preference/waiver no later than 14 days prior to the report to base date.

b. Travel days and/or the forty-eight (48) hour duty-free period are always scheduled prior to the effective date of the transfer unless there is a vacation or training conflict.

c. Failure to notify Crew Planning prior to the fourteen (14) day deadline will result in a forty-eight (48) hour duty-free period entered in their schedule (regardless of a trip conflict).

d. Travel days are unpaid and uncredited but do not reduce guarantee.

4. Flight Attendant Waiver. A Flight Attendant awarded a Vacancy Transfer may waive the travel day (s) and/or the forty-eight (48) hour duty-free period associated with the Vacancy Transfer.

a. A Flight Attendant awarded a Vacancy Transfer will receive notice of the waiver option. A Flight Attendant awarded a Vacancy Transfer who desires to waive the travel days(s) and/or forty-eight (48) hour duty-free period must notify Crew Planning of her/his waiver by sending a message no later than 14 days prior to her/his report to base date, or, in the case of a shorter proffer notice period, no later than 1 / 2 the time between the transfer award notice and the report to base date to advise of her/his waiver.

b. A Flight Attendant who fails to advise the Company of her/his desire to waive the Travel and/or Relocation Time will be removed from her/his schedule in accordance with the provisions of Article 12.B.

c. The Parties ¹ reserve their rights and respective positions with regard to the issue of third party notification.

C. VACANCIES IN EXCESS OF TRANSFER REQUESTS

If no Requests for Transfer are on file at the time the vacancy occurs, the vacancy may be filled, at the discretion of the Company, by:

1. Assigning the most junior qualified Flight Attendant at any base having an excess of Flight Attendants, or

2. Hiring a new Flight Attendant.

D. RESCINDING OF TRANSFER

A Flight Attendant may not rescind a transfer award.

E. TEMPORARY VACANCIES

Vacancies in positions expected to continue ninety (90) days or less will be considered temporary vacancies. In filling such vacancies, the Company may request any Flight Attendant willing to accept, or may assign to the position the most junior qualified Flight Attendant at any base having an excess of Flight Attendants.

F. TRANSPORTATION

When Flight Attendants are transferred at their own request, the Company shall furnish space-available transportation to the extent permitted by law, and all other expenses incident thereto shall be borne by the Flight Attendant.

G. MUTUAL TRANSFERS ² [#]

The Company will establish a method of allowing Flight Attendants from different 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. of this Article

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, AVBL 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 the Basic 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.

H. TRANSFER WHILE ON SICK/INJURY ON DUTY

1. Any Flight Attendant who would otherwise have been awarded a base transfer, but is unable to be awarded the transfer or report to base within the first fifteen (15) days of the scheduled report date (as described in Article 12.A) because of sick/injury on duty status, shall have a priority right to be awarded the next transfer to be posted to that base following her/his medical clearance. It is the Flight Attendant's responsibility, once medically cleared, to ensure that her/his name is on the transfer list no later than the date of capture of the next available transfer; otherwise, the Flight Attendant will be considered to have relinquished her/his priority transfer rights to such base.

2. If at the time of the award of the base transfer, it is known that such Flight Attendant is not able to report to base as scheduled because of sick/injury on duty status, the next most senior eligible and available Flight Attendant on the base transfer list desiring that base will be awarded the transfer.

I. ASSIGNMENTS ³ INTERNATIONAL BID VACANCIES/FLYING

1. **Bid Vacancies.** The Company will provide a sufficient number of bid vacancies to cover all flying performed in the International Operation, and such vacancies will promptly be posted and awarded as staffing requirements dictate.

2. **International Flying. [#]** Except as provided in Article 9.L and M, and prior to a combined operation and/or combined reserve list, International flying will be performed by International bidholders and International reserves assigned to the International Operation of a base to which the flying has been allocated. International Flight Attendants will be assigned to only International allocated flying, provided the Flight Attendant's seniority will hold a trip selection or reserve selection in the International Operation. Until a combined reserve list is in place, International reserves may be used domestically on a temporary basis if it is necessary to maintain Domestic Operations and qualified Domestic reserves may be used internationally on a temporary basis if it is necessary to maintain International Operations.

3. **International Staffing.** The flying assignments in the International Operation shall be open to bidding at only those bases to which it has been allocated, and only the Flight Attendants at such bases shall have the right to bid on these International flying assignments.

4. **Awarding of International Bids.** International bid vacancies shall be open to bidding for a minimum of seven (7) days to Flight Attendants from all bases. Bids will be awarded in the order of system seniority to the extent of the number required. Flight Attendants successfully bidding into the International Operation of a base shall transfer into such base. A Flight Attendant in a non-flying status will be allowed to proffer if her/his report to base and training will be accomplished by the scheduled report date. Otherwise, the Flight Attendant will automatically be awarded the next proffer posted to that base. It is the Flight Attendant's responsibility, once medically cleared, to ensure that her/his name is on the proffer list no later than the date of posting of the next available proffer; otherwise, the Flight Attendant will be considered to have relinquished her/his priority proffer rights to such base. This automatic proffer will only be offered once. A Flight Attendant who is inactive at the time of the next proffer posting shall not be eligible for an automatic proffer again. Flight Attendants holding a position in the International Operation shall bid and be awarded International flying assignments in order of seniority.

a. Non-flying Status. An Internationally qualified 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:

(1) A Flight Attendant in a non-flying status on the effective date of a transfer who reverts to active status by 2359 HBT of the fifteenth (15th) day from the scheduled report date will retain her/his transfer.

(2) Should a Flight Attendant in a non-flying status on the effective date of the transfer revert to flying status as described in paragraph 1.a. above, but subsequently reverts back to non-flying status prior to the fifteenth (15th) day from the scheduled report date that the transfer is to become effective the following shall apply:

(a) If between the two absences the Flight Attendant flies a trip sequence at her/his new base or if s/he has another obligation at the new base, e.g. training, AVBL day or day of reserve, s/he will retain her/his transfer.

(b) If between the two absences the Flight Attendant does not fly a trip or complete an obligation as described above in c.(1) s/he will forfeit her/his transfer.

(3) 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.

(4) Standing Preference List Because a proffer request, once awarded, cannot be declined, a Flight Attendant who desires to proffer to a different base should monitor and update her/his standing preference list to the base(s) to which s/he desires to proffer on a frequent basis. A Flight Attendant may remove her/his name from the proffer list at any time prior to the transfer award.

5. Travel and Relocation Time

a. Travel and Pre/Post-Indoctrination Forty-Eight. Any Flight Attendant transferred to fill such a vacancy shall be available to begin the assignment on the date set by the Company which shall be not less than seven (7) days from the date notified of the assignment. Travel time will be established in advance and will be dependent upon the Flight Attendant's election to travel by air or drive her/his automobile. A Flight Attendant driving her/his automobile will be allowed one (1) day for each four hundred and fifty (450) miles, based on the most direct route, from origination to her/his new location. A Flight Attendant will be granted a forty-eight (48) hour period free of duty either prior to base indoctrination or after completion of base indoctrination. If the forty-eight (48) hour period is granted prior to base indoctrination, such forty-eight (48) hour period will be in addition to travel time. This forty-eight (48) hour period free from duty may be waived at the Flight Attendant's option.

b. Indoctrination

(1) In bases where a formal base indoctrination for Flight Attendants and/or Pursers proffering to that base is not held, the Company will not remove a proffering Flight Attendant from a trip sequence(s) for base indoctrination.

(2) In bases where a formal indoctrination for Flight Attendants and/or Pursers proffering to that base is held, a trip removal(s) will be accomplished if the indoctrination conflicts with a Flight Attendant's scheduled trip sequence(s). Additionally, unless waived by the Flight Attendant, a trip removal(s) will be accomplished if the indoctrination conflicts with the Flight Attendant's legal at-home rest.

c. Travel Preference ⁴

(1) Flight Attendants awarded a proffer must notify Crew Planning of their travel preference/waiver no later than 14 days prior to the report to base date.

(2) Travel days and/or the forty-eight (48) hour duty-free period are always scheduled prior to the effective date of the transfer unless there is a vacation or training conflict.

(3) Failure to notify Crew Planning prior to the fourteen (14) day deadline will result in a forty-eight (48) hour duty-free period entered in their schedule (regardless of a trip conflict).

(4). Travel days are unpaid and uncredited but do not reduce guarantee.

d. Flight Attendant Waiver. A Flight Attendant awarded a Proffer may waive the travel day (s) and/or the forty-eight (48) hour duty-free period associated with the Proffer.

(1) A Flight Attendant awarded a Proffer will receive notice of the waiver option. A Flight Attendant awarded a Proffer who desires to waive the travel days(s) and/or forty-eight (48) hour duty-free period must notify Crew Planning of her/his waiver by sending a message no later than 14 days prior to her/his report to base date, or, in the case of a shorter proffer notice period, no later than 1 / 2 the time between the proffer award notice and the report to base date to advise of her/his waiver.

(2) A Flight Attendant who fails to advise the Company of her/his desire to waive the Travel and/or Relocation Time will be removed from her/his schedule in accordance with the provisions of Article 12.B.

(3) The Parties reserve their rights and respective positions with regard to the issue of third party notification.

6. Lock-In Provisions

a. A Flight Attendant who has successfully bid into the International Operation of a base will serve an initial bid-lock in for a period of six (6) consecutive months. A Flight Attendant who holds a subsequent International proffer will serve a bid lock-in for a period of three (3) consecutive months. Such Flight Attendant is ineligible to exercise the senior drop back provision of this Article until the completion of the applicable bid lock-in. In the event a Flight Attendant's juniority demands a return to Domestic flying on a month to month basis, this time shall count against the applicable bid lock-in.

b. Flight Attendants who are assigned to the International Operation of a base may return to Domestic flying on three (3) months' written notice, provided they have been in the International Operation for at least three (3) consecutive months. A Flight Attendant resigning from the International Operation shall be transferred to the adjacent base. In the event there is no adjacent base, the Flight Attendant shall be transferred to the Domestic Operation of the base designated by the Company and the APFA for that purpose.

c. If the number of Flight Attendants bidding on assignments in the International Operation of a given base is insufficient to meet the Company's staffing requirements, the Company may assign Flight Attendants in reverse order of seniority from the adjacent base.

d. A Flight Attendant who is service trained for long-range or extended-long-range International Flying shall be obligated to bid all selections containing long-range or extended-long-range flying, regular or replacement, prior to bidding any other selection for a three (3)

month period or until a sufficient number of Flight Attendants at the base are trained to meet the operational needs, whichever happens first.

e. A Flight Attendant who obtains a service qualification, including, but not limited to, International Flagship Service, will serve a bid lock-in for a period of either three (3) consecutive months or until the entire base is qualified, whichever occurs first.

7. System-Wide Reduction in Force

When there is a system-wide reduction in force, the policies and procedures, as outlined in Article 16 of the Basic Agreement, shall apply.

8. Long Term Reduction in Force

a. When there is a long term (in excess of six [6] months) reduction of staffing requirements foreseeable in the International Operation of a base, the cancellation of Flight Attendant assignments shall be accomplished:

(1) In order of seniority among those International Flight Attendants who were involuntarily assigned and desire to return to the Domestic Operation;

(2) In order of seniority among those International Flight Attendants who desire to return to the Domestic Operation;

(3) In reverse order of seniority among those International Flight Attendants at that base.

b. A Flight Attendant who is released from the International Operation due to a reduction in staffing requirements shall retain for a period of two (2) years from such release, reinstatement rights to an International bid. Such Flight Attendant will be proffered reinstatement to the said operation prior to the awarding of a bid vacancy to a Flight Attendant who does not hold reinstatement rights, regardless of the seniority involved. If, however, a Flight Attendant who has been released from the International Operation of a base requests to transfer out of such base, s/he must request to retain her/his reinstatement rights by ensuring her/his name is on the standing preference list.

c. Proffers for reinstatement to the International Operation of a base as provided in paragraph 2. above will be made in seniority order among Flight Attendants holding reinstatement rights.

A Flight Attendant holding reinstatement rights to an International Base may decline a proffer of reinstatement to the International Operation of that base and retain reinstatement rights for the remainder of the two (2) year period provided in paragraph 2. above except in those instances where:

(1) a Flight Attendant has forfeited reinstatement rights pursuant to paragraph G.2. above; or

(2) the number of Flight Attendants accepting reinstatement is less than the number of International bids proffered. In such event the Company will re-proffer the bid vacancies in reverse order of seniority among those Flight Attendants who declined reinstatement in the initial proffer. A Flight Attendant declining reinstatement in this re-proffer will forfeit remaining reinstatement rights to the International Operation of the base.

d. The Company reserves the right to retain foreign language qualified Flight Attendants in the International Operation to maintain the requirements of operation, seniority notwithstanding.

9. Short Term Reduction in Base/Senior Drop Back

a. The estimated number of Flight Attendants to be affected by the reduction for the month to follow shall be posted no later than the issuance of the trip selection sheet.

b. Leaves will be granted, when available, when the requirements of the service permit.

c. International Flight Attendant(s) desiring to drop back shall submit a Domestic bid and label such bid "primary". Should such Flight Attendant be doubtful as to whether her/his seniority will allow him/her to hold a drop back slot, s/he will submit an International bid as well, and label such bid "secondary".

d. Junior International Flight Attendants at the base affected shall submit both a Domestic and an International bid, if her/his number from the bottom of the International base seniority list falls within the required number to drop back. Such Flight Attendant should label one bid "primary" so that, should a limited number of drop back slots be available, seniority shall have preference.

e. If, during a month, staffing requirements are such as to require additional International Flight Attendants, the Company will assign to the International Operation, International bid holding Flight Attendants who are in the Domestic Operation, in reverse order of seniority.

f. International Flight Attendants may not voluntarily exercise the senior drop back provision during a scheduled vacation month; or a month s/he has been awarded a leave of absence prior to the closing of the monthly trip selection award.

g. Should an International Flight Attendant fail to submit a bid or fail to bid a sufficient amount of International selections, s/he shall be considered as not having desired to drop back to the Domestic Operation and will be awarded an International open replacement selection.

h. International Flight Attendants whose seniority allows him/her to drop back to the Domestic Operation, or Flight Attendants forced to drop back due to insufficient seniority ("Fall-off List") shall be paid Domestic rates of pay and shall be subject to the scheduling limitations of the Basic Agreement.

10. Proffers While on Injury on Duty

a. Any Flight Attendant who would otherwise have been awarded a base proffer, but is unable to be awarded the proffer or report to base on the effective date because of injury on duty status, shall have a priority right to be awarded the next proffer to that base following her/his medical clearance. It is the Flight Attendant's responsibility, once medically cleared, to ensure that her/his name is on the proffer list no later than the date of posting of the next available proffer; otherwise, the Flight Attendant will be considered to have relinquished her/his priority proffer rights to such base.

b. If at the time of the award of the base proffer, it is known that such Flight Attendant is not able to report to base as scheduled because of injury on duty status, the next most senior eligible and available Flight Attendant on the proffer list desiring that base will be awarded the proffer.