

**SECTION 21**  
**REDUCTION IN PERSONNEL**

- A. Prior to announcing or implementing any involuntary reduction in Flight Attendant personnel, the Company shall notify and confer with the MEC President/designee. Following such conference the Company shall:
1. Offer and award in system seniority order voluntary furloughs to those Flight Attendants senior to the most senior Flight Attendant who would otherwise be involuntarily furloughed. The number of Flight Attendants to be involuntarily furloughed will be reduced based on the number of voluntary furlough requests granted.
  2. The posting period for voluntary furloughs shall be agreed upon by the Company and Union. Such posting shall include instructions for submitting bids and the specified duration of the voluntary furlough.
  3. A Flight Attendant who is awarded voluntary furlough shall:
    - a. not be entitled to furlough pay,
    - b. continue to accrue and retain seniority,
    - c. be eligible for the same on line pass benefits as an active Flight Attendant (except CJA),
    - d. receive Medical and Dental Insurance coverage on the same basis as an active Flight Attendant,
    - e. be returned to the domicile from which voluntarily furloughed, provided her/his domicile status has not been affected by application of Section 22.J.,
    - f. be allowed to return prior to the expiration of the furlough period, at her/his request, for personal reasons due to hardship, with approval of the Company,
    - g. Paragraph E. of this Section applies to voluntary furloughs.
  4.
    - a. In the event it is necessary to extend the specified duration or a further reduction in personnel is necessary, all voluntary furloughs must be rebid.
    - b. If a recall is necessary prior to the termination of the specified duration of the voluntary furlough, recall will first be offered to

- those involuntarily furloughed in accordance with Paragraph F. of this Section.
- c. If a recall of voluntarily furloughed Flight Attendants is necessary prior to the specified duration, recall will be in inverse order of seniority in accordance with Paragraph F of this Section unless otherwise agreed by the Company and Union.
- B. Any reduction in Flight Attendants who have completed probation shall be in inverse order of system classification seniority, subject to Section 17. A furloughed Flight Attendant shall be re-employed in order of system classification seniority at the time of the furlough. A Flight Attendant recalled to a different domicile will be eligible for moving expenses under the provisions of Section 24.
1. Recall to the domicile from which furloughed will take precedence over any bids to that domicile which may be on file.
  2. Recall to a different domicile from which furloughed will not take precedence over bids on file to that domicile.
  3. If vacancies do not exist at the domicile from which the Flight Attendant was furloughed, or if the domicile no longer exists, to the extent possible the following provisions shall apply:
    - a. A choice of more than one (1) domicile shall be made available for preferencing.
    - b. Vacancies shall be provided in Domestic domiciles to accommodate all Flight Attendants furloughed from Domestic domicile(s). Vacancies shall be offered in seniority order to those being recalled and eligible.
    - c. Vacancies shall be provided in International domicile(s) to accommodate all Flight Attendants furloughed from International domicile(s). In addition, vacancies may be offered at Domestic domicile(s). Vacancies shall be offered in seniority order to those being recalled and eligible.
  4. Flight Attendants will not be recalled to a domicile(s) for which they are not able to meet the necessary immigration qualification.
- C. A probationary Flight Attendant who is furloughed, rather than released may within thirty (30) days replace the Flight Attendant most junior to

her/him on the seniority list. Such transfer shall be without expense to the Company, but free contingent air transportation on the Company's system shall be furnished to the extent permitted by law.

- D. When it becomes necessary to furlough Flight Attendants due to a reduction in force, at least thirty (30) calendar days' notice of such reduction shall be given all Flight Attendants affected, provided, however, that when there is temporarily no work because of an Act of God, labor disputes, or other circumstances over which the Company has no control, Flight Attendants may be furloughed without advance notice. For the purpose of this Paragraph, over-staffing of Flight Attendants, flight interruptions or cancellations because of weather conditions are not considered circumstances over which the Company has no control.
- E. A Flight Attendant who has been furloughed due to reduction in force shall file her/his address with the Company and thereafter shall as soon as possible advise the Onboard Service Office of any change in address. The Company shall, as soon as practicable, furnish the MEC President or designee with these addresses and subsequent address changes.
- F. A Flight Attendant on furlough shall not be entitled to preference in re-employment if she/he does not comply with the requirement of Paragraph E of this Section, or does not notify the Company by certified letter or by telegram of intention to return to the service within fourteen (14) days after receipt of notice offering to re-employ her/him or does not return to the service of the Company on or before the date specified in the notice offering re-employment. Such date shall not be less than thirty (30) days after such notice is sent by certified letter, return receipt requested, or by telegram to the Flight Attendant at the last address filed by her/him with the Onboard Service Office.
- G. A Flight Attendant furloughed due to reduction in force, on return to duty, shall be allowed, for seniority purposes, all time accrued prior to such furlough but shall not continue to accrue seniority during the period of furlough. Coverage under the Company's Accident, Sickness and Dental Program shall be continued on the same basis as an active Flight Attendant for the first ninety (90) days of a furlough. All such furloughs shall expire at the end of six (6) years from the effective date of furlough and the Flight Attendant shall cease to have preference for re-employment.

H. Furlough Pay

- 1. A Flight Attendant covered by this Agreement who has completed one (1) year of active service with the Company immediately prior to being laid off, through no fault or action of her/his own, shall receive furlough pay as provided in sub-paragraph 2 of this Paragraph, subject to the limitations and conditions set forth herein, but shall receive no furlough pay if any one or more of the following conditions exist:
  - a. She/he accepts any other employment with the Company.
  - b. The layoff is caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, or grounding of a substantial number of Company aircraft.
  - c. The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
  - d. She/he is dismissed for cause, resigns or retires.
  - e. There is a temporary cessation of work because of circumstances beyond the Company's control.
- 2. The amount of furlough pay due under this Paragraph shall be based on the length of active service with the Company and shall be computed on the basis of the Flight Attendant's minimum monthly guarantee rate at time of layoff as follows:

If a Flight Attendant has completed:

Pay Benefit

1 year	.....	.2 weeks
2 years	.....	.1 month
3 years	.....	.1 1/4 months
4 years	.....	.1 1/2 months
5 years	.....	.2 months
6 years	.....	.2 1/2 months
7 years	.....	.3 months
8 years	.....	.3 1/2 months
9 years	.....	.4 months
10 years	.....	.4 1/2 months

- 3. A Flight Attendant shall begin receiving furlough pay at the time of lay-off at regular pay periods and continue until all such pay credit is used.

Furlough pay shall not be due after the recall of such Flight Attendant by the Company or during periods of other employment with the Company while on furlough status.

4. A Flight Attendant returning to the service of the Company after being on a layoff who is again laid off under conditions entitling her/him to furlough allowance shall be entitled to an amount computed on years of active service with the Company after the date of such return to the Company's service. If for any reason a Flight Attendant did not use all of the severance allowance to which entitled, and is again laid off under conditions entitling her/him to severance allowance, she/he shall be entitled to an amount computed on years of compensated service with the Company after the date of such return to the Company's service, plus any previously unused severance allowance, if any.

## **SECTION 22 FILLING OF VACANCIES**

### A. Transfer Procedure

1. A Flight Attendant desiring to transfer to a different domicile may file in duplicate a permanent bid in writing to her/his Manager of Onboard Service, stating the domicile to which she/he desires to transfer. Flight Attendants bidding for vacancies in domiciles where there is more than one operation may either file a bid for one of the operations or may file a bid for all of the operations at the domicile. Nothing herein shall prohibit two (2) domicile bids from being on file by a Flight Attendant.
2. When permanent domicile vacancies occur, the senior Flight Attendant who has a bid on file will be offered an opportunity to transfer and fill the vacancy. A Flight Attendant may withdraw her/his bid at any time prior to the time offered an opportunity to transfer. However, a Flight Attendant who refuses an opportunity to transfer in accordance with a bid shall not file another bid for a period of three (3) months from the date of refusing to transfer.
3. Upon transfer, the Flight Attendant shall not file another bid for a period of six (6) months from the date of transfer, except:
  - a. A Flight Attendant transferred under Paragraph K of this Section may bid back to the domicile from which surplusd without having to wait six (6) months.
  - b. A Flight Attendant recalled from furlough, under Section 21, Paragraphs B and C, to a different domicile from which furloughed may submit a bid to any domicile without having to wait six (6) months.
4. A Flight Attendant transferred to fill a vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than ten (10) days from the date notified of the assignment. A Flight Attendant shall be allowed a reasonable period between the time relieved of duties and time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.