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## SECTION 17: Furlough, Displacement and Recall

### A. Reduction In Force (Headcount)

#### 1. Leaves In Lieu of Furlough

Prior to a reduction in force, the Company will notify the Union in advance of the reduction and the approximate number of Flight Attendants affected. The Company will, to the extent possible, make leaves of absence available to Flight Attendants prior to initiating any furloughs. Leaves granted under this subsection shall not result in the involuntary transfer of any Flight Attendant.

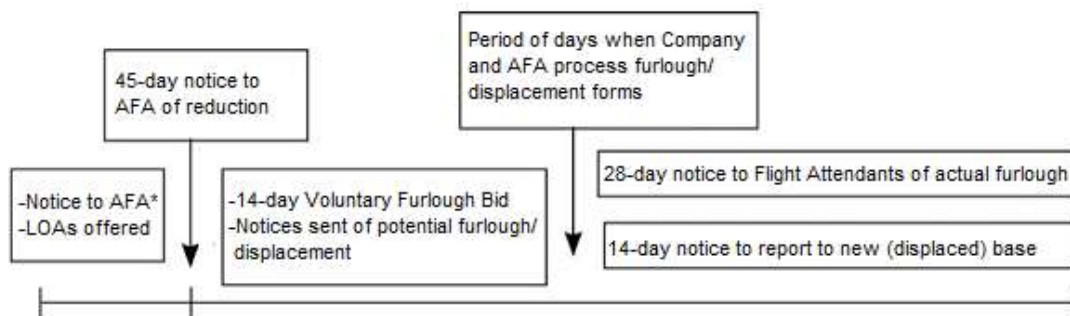
- a. Upon proper application to the Company, leaves of absence shall be granted in order of seniority at the specified base(s) for a period of not less than ninety (90) days and may be renewed in increments of not less than ninety (90) days. Leaves of absence, once granted, must be accepted by the Flight Attendant.
- b. The Company may cancel an awarded leave of absence granted under this provision; however, the company may request a Flight Attendant to return early from a leave and she/he may elect to do so.
- c. A Flight Attendant who has been granted such leave of absence shall file, in writing, her/his address with her/his Administrative Manager.
- d. Notice to cancel or request to return early from leaves of absence shall be sent by overnight mail return receipt requested to the last address on file with the Company and also may be made by positive contact via personal telephone call. The following timelines shall apply:
  - i. The Flight Attendant shall respond within thirty (30) days of receipt of notice that she/he will either return to active service or remain on leave.
  - ii. If the Flight Attendant is returning to active service, the return date shall not be earlier than the 14th day after electing to return to active service.
  - iii. The Company shall make a reasonable effort to construct a line for a line holding Flight Attendant who clears for duty following the final bid award. If the Flight Attendant is a reserve, the prorated line shall consist of days off and days of reserve availability.



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- e. A Flight Attendant granted a leave of absence for this purpose shall continue to accrue Company, Classification, and Occupational Seniority for all purposes (pay, vacation, and sick leave) for the duration of the leave.
  - f. A Flight Attendant granted a leave under this provision may continue to participate in the Company's Group Life and Health Benefits Plan(s) as if she/he had remained in active service.
  - g. The number of leaves granted at a domicile shall be determined by the Company.
  - h. Priority will be given to leaves in lieu of furlough, other leave policies of the Company notwithstanding.
  - i. In addition to offering voluntary leaves of absence, the Company may offer reduced-guarantee lines of flying prior to initiating any furlough.
2. Furlough and Displacement due to a Reduction in Force
- a. No fewer than forty-five (45) days prior to a planned furlough, the Company will notify the AFA MEC President of the approximate number of Flight Attendants to be affected by the furlough and forward a list of Flight Attendants who may be subject to furlough.
  - b. In the event leaves in lieu of furlough fail to satisfy the need for reduction, Flight Attendants will first be offered voluntary furlough in seniority order at the domicile being reduced and then involuntarily furloughed in reverse order of seniority at the domicile being reduced. The notice of voluntary furlough must be posted for a minimum of fourteen (14) days. Notice of possible furlough/displacement will be sent out to Flight Attendants potentially affected by the furlough and may be concurrent with the notice to AFA and/or the offer of leaves in lieu of furlough, bids will be processed in the following order: leaves in lieu of furlough, voluntary furloughs, and displacements; involuntary furloughs will be processed last.
  - c. At the close of the Voluntary Furlough Bid, the Company, in concert with the MEC President or designee(s) will process all displacement forms in seniority order.
  - d. A Flight Attendant who is to be furloughed may displace the most junior Flight Attendant in any domicile provided she/he is senior to such Flight Attendant. A displaced Flight Attendant will receive notification at least fourteen (14) days prior to the date on which she/he is required to report to the new domicile. In the event that such Flight Attendant receives less than the 14-day notification specified in the above sentence, she/he will receive per diem and hotel expenses in accordance with Section 5 for the total number of required notification days not given.



- i. Flight Attendants to be furloughed will be notified in writing at the last filed address. Flight Attendants will be given no fewer than twenty-eight (28) days' written notice of furlough, or twenty-eight (28) days' pay in lieu thereof, except in cases of emergency, Acts of God, or other causes beyond the control of the Company. Emergency for the purposes of this Section shall include such reasons as an Act of God, a national emergency, revocations of the Company's operating certificate(s), or grounding of a substantial number of the Company's aircraft, any strike or picketing causing a temporary cessation of work.
  - ii. A Flight Attendant on leave of absence whose seniority is such that she/he would have been furloughed had she/he not been on leave of absence shall be promptly notified that her/his status has been changed to that of a furloughed Flight Attendant and is entitled to all applicable rights of a furloughed Flight Attendant under this Agreement.
  - iii. If a Flight Attendant is subject to displacement while on a leave of absence, she/he can displace a more junior Flight Attendant "on paper" and it shall become effective upon her/his return to active status.
- e. A Flight Attendant furloughed by the Company will file her/his proper address(es) with the Company at the time of furlough. Any change in address must be supplied to the Company promptly, and the Company will provide such changes to the Association.



\* Notice to AFA and offer of leaves of absence may be concurrent with voluntary furlough bid and sending out of notice of potential furlough/displacement in A.2.a.

- f. Benefits
  - i. A furloughed Flight Attendant may continue her/his medical benefits for a period as specified under Consolidated Omnibus Budget Reconciliation Act ("COBRA").



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- ii. A furloughed Flight Attendant will continue to have pass benefits for a minimum of thirty (30) days or in accordance with Company policy, whichever is greater.
  - g. At her/his option, a Flight Attendant, with more than one (1) year of active service who is furloughed will be granted vacation pay for all unused and accrued vacation.
  - h. In the event a Flight Attendant is displaced out of her/his domicile she/he will be provided the same awarded vacation slot(s) in the new domicile.
  - i. At the completion of the furlough, the Company will notify the MEC President of the bases from/to which Flight Attendants were furloughed, transferred or assigned and forward a list of Flight Attendants affected by the furlough, transfer or assignment.
3. Recall from a Furlough due to a Reduction in Force
- a. A Flight Attendant who is furloughed and subsequently recalled will retain all forms of seniority during the furlough. She/he shall continue to accrue occupational seniority only during the furlough.
  - b. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
  - c. Recall from furlough will be in seniority order. When initiating a recall, the Company shall notify furloughed Flight Attendants via overnight mail at the last address or telephone number on file with the Company and may also notify the Flight Attendant by personal telephone call. After delivery of such notice to the last address and/or telephone number on file, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. The Company, in concert with the MEC President or designee(s), will process the recall/bypass bids in seniority order according to the preferences specified. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days' notice of her/his report date after indicating her/his acceptance of recall.
  - d. A furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 of this Agreement.
  - e. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight



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Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.

- f. All recall results shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Association.
- g. Should vacancies remain after the recall process described above, the Company may hire new Flight Attendants to fill the vacancies, provided that all Flight Attendants on furlough were offered recall and those remaining on furlough are those who have elected bypass.

**B. Realignment of Headcount with No Reduction in Force**

- 1. Prior to initiating a realignment of headcount, the Company will notify AFA. A realignment of headcount occurs when the Company's targeted operational staffing requirement at a specific domicile(s) would result in an overage equal to or exceeding twenty percent (20%) of Flight Attendants on the domicile seniority list. Such overage must be anticipated to last more than ninety (90) days and no reduction in total force anticipated.

Once the Company notifies AFA that the reduction is necessary, any voluntary leaves of absence, voluntary furloughs, base transfers, resignations and terminations shall all be counted toward the reduction. If, after properly invoking the provisions of this paragraph B., the Company reduces the targeted overage to less than twenty percent (20%) during the reduction process, it will, at that point, no longer be able to utilize the provisions of this paragraph B. for any additional reductions at the domicile(s). The status of those already displaced out of the domicile(s) prior to readjustment of the targeted percentage reduction will not change.

- 2. Flight Attendants at the affected domicile(s) shall be given notice of the effective date of the reduction no later than forty-five (45) days prior to that effective date.
  - a. Leaves per paragraph A.1. may be offered prior to initiating any realignment pursuant to this Section.
  - b. All Flight Attendants in a domicile(s) where an overage exists will first be offered the opportunity to bid on any vacancies which exist in any other domicile prior to voluntary base transfers.
  - c. The Company will inform all affected Flight Attendants that they may elect to be voluntary displaced out of the domicile(s) or they may elect voluntary furlough. Flight Attendants electing voluntary



displacement shall be considered to have been involuntarily displaced for the purposes of this Agreement. Such requests shall be processed in seniority order.

- d. If the staffing imbalance is not remedied, the most junior Flight Attendant(s) equal to the amount of the remaining overage will be offered their choice of 1) involuntary displacement to a domicile where a vacancy exists or 2) voluntary furlough.
  - i. Example: An overage of ten (10) Flight Attendants exists at domicile "A". All Flight Attendant(s) in domicile "A" are offered the opportunity to bid on ten (10) open positions (which happen to exist in domicile "B"). Five (5) Flight Attendants in domicile "A" bid and are awarded the vacancies in domicile "B". The remaining five (5) most junior Flight Attendants in domicile "A" are offered their choice of involuntary displacement to domicile "B" or voluntary furlough.
- e. Should vacancies remain in domiciles other than the one(s) being reduced, after the transfer displacement process described above, the Company may hire new Flight Attendants to fill those vacancies.
- f. Once notice is given per B.2. above, all moves out of the domicile, whether voluntary or involuntary, where the overage exists will be considered involuntary for purposes of eligibility under this Agreement.
- g. For those Flight Attendants who accept voluntary furlough, standard furlough benefits apply in accordance with this Agreement. Such Flight Attendants will retain all forms of seniority and continue to accrue occupational seniority.
- h. Flight Attendants on a leave of absence at the time of a displacement will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave.
- i. Flight Attendants domiciled in San Juan who are on maternity leave of absence similarly will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave. By delaying the date upon which the election must be made, it is understood that these Flight Attendants will remain eligible for the Puerto Rican Maternity benefits as provided for in the Agreement.
- j. In the event a Flight Attendant voluntarily or involuntarily transfers out of a domicile with an overage under this provision after vacation awards, she/he will be provided the same vacation slot(s) in the new domicile.





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3. Recall from Voluntary Furlough due to a Realignment of Headcount
- a. Flight Attendants who opt for voluntary furlough will provide the Company with a list of domiciles to which they will accept recall in order of preference. Flight Attendants may amend their recall preferences at any time. However, the recall preference on file with the Company as of 1200 noon CT one (1) day prior to base transfer awards will be used for purposes of executing transfers/recall. As vacancies become available, those vacancies will be offered system-wide in seniority order to normal base transfers and voluntary furloughs.
  - b. If, within five (5) years, vacancies emerge in the domicile of the original displacement, those vacancies will be first offered to those voluntarily furloughed or displaced from that domicile in seniority order.
  - c. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A voluntarily furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
  - d. Recall from voluntary furlough will be in seniority order. A Flight Attendant will be notified by the Company via overnight mail, return receipt requested or via a positive contact personal telephone call of her/his recall with the Company. After delivery of such notice to the last address or telephone number on file with the Company, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days' notice of her/his report date after indicating her/his acceptance of recall.
  - e. A voluntarily furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 of this Agreement.
  - f. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.



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- g. Should vacancies remain after the transfer/recall process described above, the Company may hire new Flight Attendants to fill the vacancies.
  - h. All results of voluntary furloughs and recalls shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Union.
  - i. At the end of five (5) years, Flight Attendants still on voluntary furlough will be processed in the following manner:
    - i. Step One: The Company will offer available positions in seniority order to all Flight Attendants remaining on voluntary furlough.
    - ii. Step Two: If Step One fails to fill all available positions, the available positions will be filled in inverse seniority order by any Flight Attendant(s) remaining on voluntary furlough.
    - iii. Step Three: If any Flight Attendant(s) remain(s) on voluntary furlough following Step Two, they will be provided the opportunity to bid in seniority order on any position system-wide which their seniority would hold.
    - iv. A Flight Attendant remaining on voluntary furlough at the end of five (5) years who fails to exercise any of the options listed in Steps One through Three, as noted above, will forfeit all recall rights.
    - v. Any Flight Attendants who must be furloughed as a result of voluntarily furloughed Flight Attendants returning to active status by using the steps listed in paragraph iii. will be involuntarily furloughed in accordance with paragraph A.2. & 3. of this Section.

### **C. Base Closures**

In the event of a base closure, an affected Flight Attendant will be allowed to displace a more junior Flight Attendant at another base in accordance with Section 15.C. of this Agreement.