

## SECTION 8 - VACATION

### A. VACATION ACCRUAL

1. A Flight Attendant will be eligible for vacation accrual, subject to the completion of her/his probationary period, according to the years of service completed as a Flight Attendant and number of months of active service as a Flight Attendant in the preceding year as follows:

Years of Active Service	Days per Year
1-4	7 days
5	10 days
6	12 days
7-9	14 days
10-12	18 days
13-15	21 days
16-17	23 days
18-25	31 days
26 +	35 days

2. A Flight Attendant who completes less than twelve (12) months of active service in the preceding year shall have her/his vacation accrual prorated.
3. Vacation will be accrued for each contractual month during which the Flight Attendant is on active status for at least fifteen (15) calendar days. **As an exception, a Flight Attendant on active status for less than fifteen (15) calendar days in a contractual month will accrue vacation if a minimum of 40 hours of pay and credit are achieved during the month. Δ (L-31)**

### B. VACATION PAY AND CREDIT

1. Vacation days bid in the annual vacation process in blocks of seven (7) or more consecutive days will be paid and credited at four (4) hours per day at the Flight Attendant's rate of pay. Vacation days in blocks of less than seven (7) consecutive days will be paid and credited at three and one-half (3.5) hours per day. Vacation pay and credit shall be based on a Flight Attendant's longevity at the time the vacation is taken.
2. Premium pay (Lead, Purser, Aft, Galley, Speaker, International and CRAF) will be paid to a Flight Attendant on vacation as specified in Compensation, Section 3.

### C. VACATION BIDDING

1. A Flight Attendant must bid vacation in periods of four (4) or more consecutive days, provided that a Flight Attendant may bid one (1) block of either one (1), two (2) or three (3) consecutive days per year. There shall be no limit on the number of vacation days a Flight Attendant may bid in a month.
2. Primary Vacation Bid
  - a. A Flight Attendant shall complete and file her/his preference for vacation periods up to the maximum of her/his accrual on or before March 7<sup>th</sup> based on her/his accrual the

previous calendar year. The vacation fiscal year will include the May to April contractual months. Vacation bids will be open for a minimum of thirty (30) days. A master yearly vacation day matrix will be available electronically on the Company Intranet at the same time vacation bids open. The number of vacation days will be no less than the number of days available to Flight Attendants for bid for that year. Vacation periods will be awarded on the basis of preference in order of seniority. Award results shall be posted no later than March 15<sup>th</sup>.

- b. The Company will meet with the APFA National President or her/his designee to provide the Union with information as to the vacation matrix planned for the following year one (1) week prior to the opening of the annual primary vacation bid.
- c. Monthly Allocation of Vacations
- d. The Company shall offer for bid each month a minimum of four and one-half percent (4.5%) of the total vacation days available at each base during the months of July, August and December and in all other months a minimum of three percent (3%) of the total vacation days available at each base.

### 3. Secondary Vacation Bid

A Flight Attendant who is not awarded any or all of her/his vacation or, who failed to bid in the primary vacation bid, or who has carry forward days to bid may bid on open vacation days in the secondary vacation bid to be completed on or before March 23<sup>rd</sup>. If a Flight Attendant has been awarded a period of less than four (4) days in the primary vacation bid, she/he will only be able to bid a period of less than four (4) days in the secondary vacation bid if she/he has less than four (4) days to bid in the secondary vacation bid.

### 4. Assignment of Vacation

A Flight Attendant who is not awarded any or all of her/his vacation or who failed to bid in the primary or secondary vacation bid will be assigned vacation period(s) by the Company. Vacation will be assigned in seniority order starting with December 31<sup>st</sup>, assigning periods in reverse chronological order in groups of seven (7) days. When the Flight Attendant has less than seven (7) days unassigned, or there are no seven (7) day periods in that year to assign the Flight Attendant, the assignment will be made to the first group that matches the remaining day(s) starting with December 31<sup>st</sup>. If this process results in the Flight Attendant receiving a less than four (4) day period, such period will be assigned even if the Flight Attendant was already awarded a less than four (4) day period in the primary vacation bid.

Example:

A Flight Attendant has thirteen (13) vacation days that she/he failed to bid. The Company will assign the first available seven (7) day period, working back from December 31<sup>st</sup>. The Company will then assign the first available six (6) day period, working back from December 31<sup>st</sup>.

### 5. Vacation Awards

Vacation periods will be awarded and assigned in order of seniority. Award and assignment results shall be posted on or before March 31<sup>st</sup>.

### 6. Monthly Vacation Rebid

- a. Vacation days vacated by a Flight Attendant because of separation, leave of absence, vacation periods which were not awarded, or became available as a result of any previous vacation rebid that year, will be posted for rebid as specified in Paragraph

C.6.b, for a minimum of ten (10) days and shall be awarded no later than the first of each month, one month prior, in order of seniority among the Flight Attendants bidding such vacation days in the crew base. Only vacation days posted at the beginning of the vacation rebid will be awarded that month. Such known vacation days which apply to the remainder of the year, will be posted for rebid each month.

b. Vacation days vacated will be posted for rebid as follows:

- i. If a Flight Attendant separates from the Company, all of her/his vacation following her/his projected separation date will be taken off her/his line effective the date of notification and placed in the next monthly vacation rebid following her/his notice to the Company of separation. If the Flight Attendant does not in fact separate from the Company, the Flight Attendant shall participate in the monthly vacation rebid to schedule her/his vacation;

Example:

A Flight Attendant submits a notice on February 10<sup>th</sup> that her/his last date of employment will be June 1<sup>st</sup>. She/he has vacation scheduled in May, July and August. The July and August vacations will be placed into the March rebid.

- ii. A Flight Attendant on a Medical Leave, IOD Leave, or any leave of uncertain duration, will retain her/his awarded vacation dates unless the Flight Attendant chooses to be paid out such vacation. However, if by the opening date of the monthly vacation rebid process for the scheduled vacation, the Flight Attendant has not provided the Company with a release from her/his doctor, the vacation will be placed in the vacation rebid. If the Flight Attendant is subsequently released by her/his doctor prior to her/his scheduled vacation, she/he will be allowed to assume such dates, in addition to any Flight Attendant who has bid and been awarded such dates in the vacation rebid;

Example:

A Flight Attendant on a Medical Leave, IOD Leave, or any leave of uncertain duration has vacation scheduled in May. The opening date of the monthly vacation rebid process is March 15<sup>th</sup>. On March 15<sup>th</sup>, the vacation will be removed from the Flight Attendant and placed in the monthly rebid for May and beyond. If the Flight Attendant subsequently submits a release from her/his doctor and returns to work prior to the vacation, her/his vacation will be reinstated.

- iii. If a Flight Attendant is on a leave of absence with a specified return date, excluding Medical Leaves and IOD Leaves, any vacation time falling within the period of the leave will be posted in the next monthly vacation rebid.

- c. A Flight Attendant's request to cancel or rebid an awarded vacation may not result in the Flight Attendant having an additional less than four (4) day group for that year if she/he already has been awarded such group(s).

## 7. Vacation Bidding - Leave of Absence

- a. A Flight Attendant on a leave of absence at the time of the vacation bid may participate in the vacation bid for the following year provided she/he has accrued vacation to bid for the following year. If the Flight Attendant does not bid in the primary or secondary vacation bids, she/he will be assigned vacation periods pursuant to Paragraph C.4.
- b. Any vacation days accrued prior to the year of the primary vacation bid will be considered carry forward days and bid in the secondary vacation bid. If the Flight Attendant fails to bid such days, the day(s) will be assigned.

- c. If by the opening date of the monthly vacation rebid process for the scheduled vacation, the Flight Attendant has not provided the Company with a release from her/his doctor, the vacation will be placed in the vacation rebid. If the Flight Attendant is subsequently released by her/his doctor prior to her/his scheduled vacation, she/he will be allowed to assume such dates, in addition to any Flight Attendant who has bid and been awarded such dates in the vacation rebid.
- d. A Flight Attendant who has been awarded vacation prior to the beginning of an unpaid leave of absence and whose vacation falls during the leave of absence shall have one opportunity to exercise one of the following options:
  - i. A Flight Attendant may request a payout for all or part of her/his vacation at the commencement or return to duty from a leave of absence.
  - ii. A Flight Attendant may request a payout for all or part of her/his vacation during the leave of absence.
- e. A Flight Attendant may cancel all or part of the scheduled vacation while on a paid or unpaid leave of absence and rebid such days upon her/his return to duty.
- f. A Flight Attendant on a leave of absence may trade with another Flight Attendant provided her/his vacation has not been posted for the vacation rebid pursuant to Paragraph C.6.
- g. A Flight Attendant on a medical leave of absence and claiming sick leave, may, at her/his option, take vacation in the month the vacation is scheduled. Such Flight Attendant may participate in the monthly rebid. Any such vacation time shall be applied towards the credited hours for the purpose of determining active status as specified in Sick Leave, Section 9.
- h. A Flight Attendant who is unsuccessful in rebidding vacation days during the remaining months in the current vacation fiscal year or if there are no months left in the current vacation fiscal year to rebid the unscheduled vacation days, will carry over the days and must bid the days during the secondary vacation bid or the days will be assigned pursuant to Paragraph C.4.

**D. VACATION LIMITS AND CARRY-FORWARD**

1. Vacations shall not be cumulative and must be taken within the vacation fiscal year subsequent to the year in which the vacation is earned.
2. Should a Flight Attendant be unable to take her/his accrued vacation because of circumstances beyond the Flight Attendant's control, the Company will examine each case based on its individual merits and determine if the Flight Attendant will be eligible to carry over such accrual to open periods in the subsequent year.
3. A Flight Attendant who has unassigned carry forward days must bid the days during the secondary vacation bid or the days will be assigned pursuant to Paragraph C.4.



seniority order to the other respective group. Such buyback shall be awarded prior to the opening of bidding. Any previously awarded vacation time will be removed as preplanned absences and such vacation time shall be paid as pay no credit.

3. A Flight Attendant making this election will fly the line she/he bid and was awarded unless she/he modifies her/his line pursuant to the Agreement.
4. The Flight Attendant will be paid pursuant to Paragraph A for the vacation day(s) at her/his applicable rate. This will not apply to her/his line until the vacation month. The vacation cash out will be effected on a pay, no credit basis subject to the pay provisions of Paragraph B. Thus, the payment for vacation day(s) will be above the monthly guarantee for a Reserve and in addition to the Flight Attendant's pay and credit for the month. The vacation payout will not apply to the monthly maximum for the Flight Attendant.

#### **G. WORKING WHILE ON VACATION**

1. A Flight Attendant will not be required to work during a vacation.
2. A Flight Attendant may elect to pick up ETB time on a vacation day(s).

#### **H. VACATION WHEN TRANSFERRING FROM ANOTHER CREW BASE**

When a Flight Attendant transfers from another crew base, she/he will be permitted to transfer her/his vacation dates without any change to the vacation matrix in the new crew base.

#### **I. VACATION TRADES Δ (L-11)**

A Flight Attendant may, at her/his option, trade a vacation period(s), or portion thereof, with another Flight Attendant in her/his crew base provided both Flight Attendants submit the request through the ETB, by the ~~eighth (8<sup>th</sup>)~~ fifth (5<sup>th</sup>) of the month prior to the month in which the trade occurs and provided that the trade does not result in a Flight Attendant having more than one grouping of three (3) days or less for that year.

#### **J. OTHER**

1. Flight Attendants may donate current year vacation days to another Flight Attendant according to the Company Gift Vacation Day policy.
2. A Flight Attendant who has completed her/his probationary period and whose service with the Company is terminated shall be paid for any accrued vacation.
3. A Flight Attendant's vacation period will begin at 0000 and end at 2359 Home Base Time.
4. Once awarded, vacation shall not be cancelled by the Company.