

## SECTION 24

### FILLING OF VACANCIES

#### A. General

1. Vacancies and excesses in crew positions shall be posted and awarded or assigned in accordance with the provisions of this Section, except as provided otherwise in this Agreement.
2. A pilot's crew position (i.e., domicile, aircraft and seat) shall be determined by his seniority and standing bid.
3. Certification Requirements
  - a. Prior to being awarded a Captain crew position, a pilot must possess a current FAA medical certificate for that crew position, as provided in Section 15.A., and an Airline Transport Pilot Certificate or a current FAA certification of successful completion of the Airline Transport Pilot written examination.
  - b. Prior to being awarded a First Officer crew position, a pilot must possess a current FAA medical certificate for that crew position, as provided in Section 15.A., and at least a Commercial Pilot Certificate (Airplane Multi-Engine Land with an Instrument Rating).
  - c. Prior to being awarded a Second Officer crew position, a pilot must possess a current FAA medical certificate for that crew position, as provided in Section 15.A., and a Flight Engineer (Turbo-Jet) Certificate, or a current FAA certification of successful completion of the Flight Engineer (Basic and Turbo-Jet) written examination.
  - d. If a pilot receives an award but does not possess the requisite certifications as described in Section 24.A.3.a., A.3.b. or A.3.c. (above), he may be removed from that award and, if removed, shall remain in his current crew position. A crew position which becomes vacant as a result of application of this paragraph shall be addressed as provided in Section 24.C.7. (below).
4. Standing Bid
  - a. Each pilot shall maintain a standing bid on file with the Company reflecting his current crew position preferences, which shall remain effective until he submits an updated standing bid.
  - b. A pilot may update his standing bid at any time. The standing bid format shall:
    - i. Contain a separate and optional preference listing for the temporary vacancies and/or FDA vacancies, if any, for which he wishes to bid;
    - ii. Provide a method for percentage bidding on permanent vacancies; and
    - iii. Provide a method to accept an award only if that award would qualify as a bid to relieve an excess.
  - c. Changes to standing bids shall be submitted through VIPS or other Company designated submission process.
5. A pilot awarded or assigned a new crew position shall not relinquish his current crew position until he has been activated into his new crew position.
6. Once a pilot commences initial, transition or upgrade (ITU) training, he may not perform flight duties in his current crew status except as follows:
  - a. he is returned to his current crew position due to withdrawal from training, or as a result of a training failure; or
  - b. his illness, injury or other absence(s) causes an unscheduled interruption to his training which then results in a decision to return him to his current crew position; or
  - c. whenever unscheduled training interruptions are caused by natural disasters, emergencies, prolonged mechanical malfunctions or extended periods of unavailability of training equipment anticipated to last in excess of 21 days.

7. A pilot may be released from a vacancy bid award only in extenuating circumstances by the Vice President, Flight Operations.

## B. Crew Position Postings

### 1. General

- a. Notification of postings for crew position vacancies and crew positions in excess shall be communicated to pilots through the appropriate Flight Crew Information File (FCIF). Notification that an active posting exists shall be available through VIPS.
- b. Postings shall contain the following information:
  - i. Number of crew positions to be awarded.
  - ii. Type of crew position:
    - (a) Primary permanent vacancy;
    - (b) Temporary vacancy;
    - (c) FDA vacancy;
    - (d) Position(s) in excess.
  - iii. Seniority numbers of the most senior and the most junior pilots currently holding each crew position posted.
  - iv. Dates and times on which the posting opens and closes.
  - v. Information as to when training related to that posting is projected to begin.
  - vi. Additional information as appropriate.
- c. Each posting shall be published and remain available for bidding for the following minimum time periods:
  - i. 14 days for permanent vacancies or excesses at an existing non-FDA domicile;
  - ii. 28 days for permanent vacancies or excesses at an FDA base;
  - iii. 45 days for the initial posting of permanent vacancies establishing a new domicile (including FDA domicile);
  - iv. 10 days for temporary vacancies.
- d. The Company shall publish at least 1 practice bid award between 7 days and 3 days prior to the closing of any posting for permanent crew position excesses or vacancies. The results of a practice bid(s) shall be communicated to pilots through Company E-Mail.
- e. A posting may not be amended after it is published. The Company may, however, cancel any posting prior to its closing.

### 2. Temporary Vacancy Posting

- a. A temporary vacancy shall begin and end concurrent with a bid period. Temporary vacancies may not be utilized in a crew position for more than 4 bid periods during any calendar year.
- b. A temporary vacancy posting shall specify the crew position(s) from which bids will be accepted and, if applicable, the number of bids which will be awarded at each domicile from which bids are accepted.
- c. Temporary vacancies in a crew position shall be posted and awarded separately for each bid period.
- d. A temporary vacancy may be utilized only at an existing non-FDA domicile.

### 3. Excess Posting

When crew position excesses are declared, they shall be posted in the same manner as crew position vacancies.

### C. Bid Award Procedure

1. Primary crew position vacancies or excesses shown on a posting are deemed to have been awarded at the time the posting closes. If a posting contains both primary vacancies and crew positions in excess, primary vacancy bids and bids to relieve an excess shall be awarded prior to assignment of crew positions to pilots who are involuntarily excessed. The number of pilots involuntarily excessed from a crew position shall be reduced by the number of pilots holding that position who are awarded a new crew position on that posting.
2. Within 10 days following the closing of a posting, the Company shall communicate the following to pilots through an FCIF:
  - a. Names, employee numbers and seniority numbers of pilots receiving an award or assignment and the crew position awarded or assigned;
  - b. Type(s) of crew position award(s)/assignment(s):
    - i. Primary permanent vacancy;
    - ii. Secondary permanent vacancy;
    - iii. Temporary vacancy;
    - iv. FDA vacancy;
    - v. Excess;
  - c. Projected training dates;
  - d. Projected activation dates;
  - e. Miscellaneous additional information.
3. Permanent Vacancy Awards
  - a. All primary and, if applicable, secondary permanent vacancies shall be awarded in seniority order based on pilots' standing bids and system seniority.
  - b. If no pilot on the Master Seniority List expresses a preference by standing bid for a primary permanent vacancy, the Company may either assign that vacancy to the most junior pilot(s) on the Master Seniority List or hire a pilot(s) to fill any remaining vacancy(ies).
  - c. The Company may elect to fill a secondary permanent vacancy, however, no pilot may be assigned involuntarily to fill a secondary vacancy.
4. Temporary Vacancy Awards
  - a. A temporary vacancy(ies) shall be awarded in order of seniority to pilots who:
    - i. are currently qualified in and currently hold a permanent position in the crew status in which the temporary vacancy exists at a base(s) specified by the Company as provided in Section 24.B.2.b.; and
    - ii. have requested that temporary vacancy on their standing bid.
  - b. If a temporary vacancy(ies) remains following the award process the most junior pilot(s) described in Section 24.C.4.a.i. (above), may be assigned that vacancy(ies) in order of reverse system seniority. A pilot may not be assigned to a temporary vacancy in accordance with this paragraph for longer than 1 bid period nor more than once in any period of 14 consecutive bid periods until all more senior pilots in his crew position have been inversely assigned to those temporary vacancies.
  - c. A temporary vacancy may not be awarded or assigned to a pilot who is scheduled or anticipated to be unavailable (e.g., on vacation, training, sick leave, leave of absence) during the bid period in which the temporary vacancy exists.
  - d. A temporary vacancy shall be awarded or assigned prior to publication of the bid period packages for the bid period in which the temporary vacancy exists.
  - e. An award/assignment of a temporary vacancy shall not result in a permanent crew position change. Upon completion of a temporary award or assignment, a pilot shall return to his permanent crew position.

5. FDA Vacancy Awards

- a. Primary and, if applicable, secondary FDA vacancies shall be awarded in seniority order based on pilots' standing bids. The Company may elect not to fill secondary FDA vacancies.
- b. No pilot may be assigned involuntarily to fill an FDA vacancy. If no pilot on the Master Seniority List expresses a preference by standing bid for an FDA vacancy, the Company may hire a pilot to fill that vacancy.
- c. The Company and the Association shall work together to jointly develop a vacancy bidding procedure to protect FDA pilots from being assigned to an FDA for more than one year beyond the minimum period required for him to receive a paid return move because no vacancy postings have occurred during the additional year. Such procedure shall not involve increased training cycles and shall recognize seniority. Such procedure may involve relocation expenses.

*Intent: The implementation side letter will contain a target date for scripting and implementing this procedure within 6 months or less after the date of signing.*

- d. Certain FDAs may have maximum time limitations attached to the assignments. In such cases, the Company shall advise pilots of any known time limitations. A pilot who must leave the FDA based on this paragraph shall be handled as if he had bid to relieve an excess (from an FDA location).
- e. All pilots assigned to an FDA are fully covered by all provisions of this Agreement.

6. Excess Crew Positions

- a. Pilots shall be excessed from crew positions in seniority order from among those pilots who bid to relieve that excess. If an insufficient number of pilots bid to relieve a crew position posted as excess, pilots shall be excessed from that crew position in reverse seniority order. Except as provided in Section 24.C.6.b., a pilot who has been excessed, or who has bid to relieve an excess, shall be awarded another permanent crew position in accordance with his seniority and standing bid; provided, however, no pilot may be awarded or assigned a crew position at an FDA base that would cause an excess at that base.
- b. If an excessed pilot cannot be awarded a crew position due to insufficient preferences on his standing bid, the Company shall assign him to a permanent crew position with a base in the United States with the highest pay rate to which he is entitled by his seniority.
- c. If an excessed pilot is awarded or assigned a crew position that is also in excess, the number of pilots to be excessed from that crew position may be increased accordingly; provided, however, no pilot may be awarded or assigned a crew position at an FDA base that would cause an excess at that base.
- d. If an excessed pilot is denied an award to an FDA crew position, pursuant to Section 24.C.6.a. or C.6.c. (above), and he has insufficient seniority to be awarded or assigned another crew position with the same or higher rate of pay, he shall be entitled to passover pay.

7. If, in accordance with other provisions of this Agreement, a pilot is released or is removed from a permanent, temporary or FDA award or assignment prior to his activation in that crew position, the resulting vacancy shall be handled as follows:

- a. the Company may leave that vacancy unfilled; or
- b. the Company may post that vacancy for bidding on a subsequent posting; or
- c. that vacancy may be awarded to the next most senior pilot indicating a preference for that crew position on his standing bid as of the closing date of the original crew position posting. A pilot may decline that award if fewer than 7 days exist prior to the training commencement date for that position. If a pilot declines the award, the Company may offer the vacancy to the next most senior pilot indicating a preference for that crew position on his standing bid as of the closing date of the original crew position posting. Application of this paragraph shall not result in the payment of passover pay to any pilot.

8. A pilot released from his award as described in Section 24.C.7. (above), shall remain in his current crew position. If his current crew position is unavailable for reasons identified in Section 11.I.2.f. (Training), his crew position shall be determined as provided in Section 11.I.2.g.

#### D. Training/Activation Procedures

1. Except as provided in Section 24.D.2., D.3. and D.4. (below), required training for a crew position shall be scheduled by system seniority, senior first, for that crew position.
2. Passover Pay Due To Junior Pilot's Early Activation
  - a. In case of a junior pilot's activation to a higher paying position out of seniority order, every senior pilot who meets the following prerequisites shall be paid as if he had activated in that higher paying position (passover pay):
    - i. the junior pilot and the senior pilot(s) hold an award for the same crew position; and
    - ii. the junior pilot's award is from the same posting as the senior pilot's award or from a subsequent posting; and
    - iii. the Company chooses to activate the junior pilot prior to the senior pilot(s) and the junior pilot's activation delays the training and activation of the senior pilot(s).
  - b. When passover pay is due to a senior pilot as described in Section 24.D.2.a. (above), such passover pay shall be calculated as follows:
    - i. beginning when the junior pilot is activated into the crew position that generated passover pay; and
    - ii. ending upon the earlier of:
      - (a) the senior pilot's activation into a new crew position; or
      - (b) the senior pilot's withdrawal from training for his new crew position, with the approval of the Vice President, Flight Operations, or his designee, as provided in Section 11.I.2.e.; or
      - (c) the date that the senior pilot incurs a training cycle failure for the crew position that generated passover pay; or
      - (d) the senior pilot's projected activation date from the original posting (i.e., into the crew position that generated passover pay), if he received a different, intervening award.
  - c. Passover pay due in accordance with Section 24.D.2. (and Section 11.M.18.d.), shall be paid on a monthly basis, in accordance with Section 3.E. Repayment of passover pay from pilots who do not activate in the crew position that generated the passover pay shall be exclusively limited to situations in which the pilot:
    - i. withdrew from training for the new crew position before such training began, other than as provided in Section 11.I.2.e. or Section 24.E.3.; or
    - ii. withdrew from training for the new crew position after such training began, other than as provided in Section 11.I.2.e.; or
    - iii. in a subsequent posting, received a different intervening award to remain in his current position, or to a lower paying crew position than his current crew position; or
    - iv. incurs a training cycle failure.

Examples:

	Current Seat	1st Award receiving passover	Intervening Award	Repay passover
Scenario 1	27FM	11FM	10FM	NO
Scenario 2	27FM	11FM	27CM	NO
Scenario 3	27FM	11FM	27FM	YES
Scenario 4	27FM	11FM	10SM	YES
Scenario 5	27FM	27CM	11FM	NO

- d. If a pilot entitled to passover pay in accordance with Section 24.D.2. (above), requires additional training, his passover pay shall not accrue during the delay in training caused by his performance.

Example:

Pilots with seniority numbers 1-20 are awarded MEMxxxCap from the same posting. Pilot 18 is activated first, because he needs no training (already having been an xxx Captain at another domicile). Pilot 15 is trained first (due to Company needs in his current crew position) and activated before any pilot other than pilot 18. Pilots 1-17 don't get passover pay when pilot 18 is activated because pilot 18's activation did not delay their activations. However, pilot 15's activation did delay their activation (because pilot 15 took the first training slot, thereby delaying their training), and so pilots 1-14 get passover pay beginning when pilot 15 is activated.

### 3. Training Due To Excess

- a. Pilots involuntarily excessed from a crew status shall be scheduled for training in reverse seniority order. Application of this paragraph shall not trigger passover pay for the involuntarily excessed pilots.
  - b. If the actions of a foreign government, law or regulation require the unanticipated or accelerated closure or partial closure of a base, the Company shall endeavor to train and activate those pilots with a minimum impact on the existing training and activation schedules of other pilots. However, pilots excessed from that base may be trained and/or activated into their new crew positions without generating passover pay to any pilot.
4. A pilot shall not begin training for an awarded or assigned crew position earlier than 7 days following the notice of bid award or assignment except by mutual agreement between the Company and the pilot. If all senior pilots awaiting training for a crew position based on the same bid award or assignment were offered and rejected early training and a more junior pilot accepts, no passover pay shall be paid to those senior pilots.
5. If a training date/slot is assigned to a pilot for ITU training and is vacated by that pilot, the following prioritized process shall apply to the reassignment of that training date/slot:
- a. the date/slot will be used to qualify a pilot who is otherwise available to fly but for his lack of qualification, including but not limited to, pilots returning from leaves of absence, LTD, and pilots who have experienced training failures, if no such pilot exists, then;
  - b. the date/slot may be used to train Flight Training Personnel (e.g., Flex instructors/PCAs, non-pilot instructors, etc.), if the slot is not filled in that manner, then;

- c. if the date/slot is to be filled, it shall be filled by advancing the pilots on the training list in training slot order and in seniority order within a given training slot, provided that this meets the notice requirements of Section 11.D.;
- d. if the application of steps a-c does not result in filling the slot, and the slot is to be filled, then the slot will be offered to pilots, from the same crew position posting, who will be asked to waive the notice requirements of Section 11.D.3.;
- e. the application of Section 24.D.5.b. and/or d. will not result in payment of passover pay to any pilot. Application of Section 24.D.5.a. or 24.D.5.c. will not result in Passover pay to any pilot, unless:
  - i. the Company inserts a pilot out of seniority order under Section 24.D.5.a., or the Company's application of Section 24.D.5.c. changes the relative order of training judged at the time Section 24.D.5. is applied; and
  - ii. passover pay is authorized under Section 24.D.2.
- 6. Pilots may exchange training dates with another pilot who received the award from the same posting or a subsequent posting, with flight management approval, provided that every pilot, with an award from that posting or a subsequent posting, who would be entitled to passover pay if the switch were at Company request, consents in writing not to block the training exchange, as no passover pay would be generated with the approval or denial of said exchange, since the swap request is being made by a pilot, not the Company and does not otherwise satisfy the requirements of Section 24.D.2.a.
- 7. A pilot shall not be entitled to passover pay when he is scheduled for training and activation in accordance with Section 24.D. (this paragraph), and his actual activation is delayed due to his performance in or his unavailability for training.

#### E. Other Crew Position Award Procedures

##### 1. Down/Lateral Bid Freezes and Restrictions

###### a. Down/Lateral Bid

A down/lateral bid is an award of a different crew status that is compensated at an hourly rate less than or equal to the hourly rate for the pilot's current crew status.

###### b. Down/Lateral Bid Restriction

Unless waived by the Vice President, Flight Operations, or his designee, a pilot may not receive a permanent vacancy award based on a down/lateral bid unless he has been in his current crew status for at least 18 months.

###### c. Down/Lateral Bid Freeze

A pilot who is activated in a crew status that requires ITU training based on a down/lateral bid shall be frozen in that crew status for 24 months, commencing on his actual activation date. A pilot is not eligible for a permanent crew position award requiring ITU training with a projected training date during that freeze period except under the following conditions:

- i. the pilot was excessed or down/lateral bid to relieve an excess; or
- ii. the pilot down bid because of legal restrictions.

###### d. Administration of Down/Lateral Bid Restrictions and Freezes

Notwithstanding the provisions of Section 24.E.1.b. and E.1.c. (above):

- i. A pilot subject to a down/lateral bid freeze or restriction is eligible for an award or assignment of his crew status at a new base.
- ii. A pilot who down bid in his aircraft to a lower crew seat is eligible for an award of a crew position in a higher crew seat in the same aircraft type during the time of his freeze provided he advises the Crew Staffing Department of his intentions, in writing, at least 7 days prior to the close the bid.
- iii. A pilot who is subject to a down/lateral bid restriction or a crew status freeze in accordance with provisions of this Section shall be released from that restriction or freeze if he is involuntarily excessed or furloughed from his crew status or can no longer hold that crew status due to legal restrictions. If a pilot is ineligible for passover pay as a result of a crew

status freeze, and that freeze is lifted, he may become eligible for passover pay based on his subsequent bid award.

- iv. A pilot who is subject to a crew status freeze pursuant to provisions of this Section may receive a bid award and be assigned a projected training date subsequent to the projected training date he otherwise would have been assigned in accordance with Section 24.D., provided the assigned training date is beyond the freeze period. A pilot shall not be entitled to an award if the required training cannot be accomplished within the time period of the originally scheduled training dates associated with that posting. A pilot so assigned shall not be eligible for passover pay due to postponement of his training in accordance with this paragraph.
- v. A pilot who is subject to a crew status freeze in accordance with this Section may be assigned or awarded another crew status that he is otherwise ineligible to hold due to the freeze, only if that other crew status is the only available crew status the pilot could hold.

## 2. Bidding Restrictions on Subsequent Postings

During the time a pilot is in ITU training, he shall not be awarded a crew status that he could have been awarded on the posting containing the crew position for which he presently is in training, or on a subsequent posting that closed prior to the start of his training.

- 3. If a pilot is within 2 years of the regulated age, he may be frozen in his current crew status. A pilot so restricted shall be entitled to passover pay beginning on the date a junior pilot is activated (from the same or a subsequent posting) in a crew status the more senior pilot is restricted from holding, unless the junior pilot was activated before the senior pilot due to a base transfer or training swap. Such passover pay shall be paid on a monthly basis. Should the regulated age be altered during the term of this Agreement, the Company shall have the option of releasing the freeze for any pilot receiving passover pay under this paragraph. If the pilot is released from the freeze imposed due to the regulated age, and the pilot elects not to upgrade, there shall be no requirement to repay passover pay earned prior to the date of election. Repayment of passover pay for the pilot who elects to upgrade, but subsequently does not activate into the crew position that generated passover pay, shall be governed by Section 24.D.2.c., but only as to the passover pay received for service(s) following the date of release from the freeze.

## 4. Cancellation of Awards

- a. The Company may cancel an award/assignment of a crew position in reverse seniority order provided it does so at least 30 days prior to the pilot's scheduled training date. A pilot whose award/assignment is canceled may either remain in his current crew position, or exercise his seniority for an award or a vacancy posting that occurred between the date his crew position was awarded and the date it was canceled. He shall be eligible to receive passover pay if:
  - i. a junior pilot is activated in a crew position pursuant to the same or any subsequent posting and the rate of pay for that crew position is higher than the rate of pay for the current crew position of the pilot whose award has been canceled; and
  - ii. the standing bid of the pilot whose award has been canceled included the crew position in which the junior pilot has been activated as a preference higher than his current crew position.
- b. A pilot's entitlement to passover pay pursuant to Section 24.E.4.a. (above), shall continue until the earlier of:
  - i. the affected pilot's subsequent activation in a crew position with a rate of pay equal to or higher than his passover rate of pay; or
  - ii. the closing date of a subsequent posting meeting the following criteria:
    - (a) the posting contains a permanent vacancy in the crew position with respect to which the affected pilot is receiving passover pay; and
    - (b) the pilot did not have that crew position on his standing bid; and
    - (c) the pilot would have been awarded that crew position had he included that crew position on his standing bid.



5. New Hire Crew Positions

- a. During his initial new hire training, each pilot shall be presented with appropriate information regarding crew position vacancies available for bid. A new hire pilot's initial crew position shall be determined by his standing bid and seniority.
  - b. If the Company hires fewer pilots than the number of unfilled vacancies available to be filled by new hires, the Company may designate the crew positions to be made available for bidding by only the affected new hire pilots in accordance with Section 24.E.5.a. (above).
  - c. If the Company subsequently hires additional pilots to fill new hire crew positions remaining unfilled from a posting, the remaining unfilled crew positions shall first be available for award to the pilots previously hired to fill positions from that posting, based upon their seniority and initial standing bid; provided, however, that this paragraph shall not permit a new hire pilot to change his initial crew status.
  - d. If, through the application of Section 24.E.5.c. (above), a junior pilot is activated into a crew position for which a senior pilot(s) did not have the opportunity to bid, the eligible senior pilot(s) shall be paid passover pay in the same manner described in Section 24.D.2.b., D.2.c., and D.2.d.
  - e. If a new hire pilot changes his initial crew position pursuant to Section 24.E.5.c. (above), the Company shall activate him at his new domicile consistent with the Company's staffing requirements.
  - f. Except as provided in Section 6.E.1.c., a new hire pilot shall not become entitled to a relocation package pursuant to Section 6 as a result of the application of this paragraph.
6. A pilot who has a legal restriction that prohibits him from flying in his current crew status shall be accommodated in another crew status, if any, from which he is not legally restricted consistent with his seniority and standing bid.