

**Flight Attendant Agreement**

**Between**



**AND**



**July 15, 2019- July 15, 2023**

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This Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between PSA Airlines, Inc., hereinafter referred to as the "Company", and the Association of Flight Attendants- CWA, hereinafter referred to as the "Union."

The purpose of this Agreement is, in the mutual interest of the Company and the Union, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation and reasonable working conditions. It is recognized to be the duty of the Company, the Union, and the Flight Attendants to cooperate fully for the attainment of these purposes.

## **SECTION 1 - RECOGNITION, SCOPE, SUCCESSORSHIP, AND MERGER**

### **A. Recognition**

1. In accordance with Certification No. R-6342 issued by the National Mediation Board on April 21, 1995, the Company recognizes the Union as the collective bargaining representative of the Flight Attendants employed by the Company, for the purposes of the Railway Labor Act, as amended.
2. Nothing in this Agreement will be construed to limit or deny any Flight Attendant any rights or privileges to which s/he may be otherwise entitled under the Railway Labor Act, as amended.
3. The Union and the Company hereby adopt this Collective Bargaining Agreement, including all related Letters of Agreement between the Union and the Company. All such Agreements are collectively referred to herein as the "Agreement."

### **B. Scope**

1. Except as otherwise provided in this Agreement, all Flight Attendant work performed in the aircraft cabin on Company revenue flights will be performed by Flight Attendants on the System Seniority List in accordance with the terms and conditions of this Agreement.
2. Notwithstanding paragraph B.1., above, the Company may, with prior written notice, assign or contract out revenue flying for a period not in excess of sixty (60) days during the term of this Agreement if (a) such conduct is necessary to accomplish the needs of the service of the Company; (b) the Company does not have sufficient aircraft or crews to perform the revenue flying assigned or contracted out; and (c) no Flight Attendant is furloughed or otherwise displaced as a result of such contracting out of revenue flying. The period for assignment or contracting out of revenue flying may be extended beyond sixty (60) days by mutual agreement of the parties.

### **C. Alter Ego**

The Company will not create or acquire an "alter ego" to avoid the terms and conditions of this Agreement.

### **D. Successorship**

The provisions of this Agreement will be binding on any successor or merged company or companies unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. Any transaction wherein a successor emerges will be deemed to be a "Successorship Transaction."

### **E. Merger and Seniority Integration**

1. In the event of a Successorship Transaction in which the successor is an air carrier or a person or entity that controls or is under the control of an air carrier, the successor will provide the Flight Attendants with a fair and equitable means of seniority integration with the successor's Flight Attendants as provided in Sections 2, 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny- Mohawk merger, except that the integration of seniority lists of the respective groups will be governed by AFA merger policy if both pre- transaction Flight Attendant groups are represented by AFA.
2. Upon the announcement of a Successorship Transaction or any other transaction which will or may result in the acquisition of another air carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate a fence agreement and/or to implement a seniority integration process as described above. During the period between the announcement of any transaction herein described and the earlier of (a) agreement on a fence agreement, (b) a completed and implemented seniority integration or (c) the operational merger, no Flight Attendant on the Flight Attendant System Seniority List as of the date of signing of this Agreement will be furloughed as a result of such transaction.

**F. Remedies**

Any grievance filed by the Union alleging a violation of this Section will bypass the initial steps of the grievance procedure and be submitted directly to binding arbitration on an expedited basis. The System Board of Adjustment, sitting with a neutral arbitrator, will conduct hearings and consider the dispute no later than fifteen (15) days following submission of the case. A decision will be rendered not later than thirty (30) days after submission, absent mutual agreement to the contrary.

## SECTION 2 - DEFINITIONS

### A. COMMONLY-USED ACRONYMS

1. **Association of Flight Attendants - AFA**
2. Continuous Duty Overnight(s) – CDO(s)
3. **Department of Transportation- DOT**
4. **Employee Assistance Program - EAP**
5. Federal Aviation Administration - FAA
6. Federal Aviation Regulation(s) – FAR(s)
7. **Flexible Savings Plan- FSA**
8. Flight and Airline Incident Report - FAIR
9. Initial Operating Experience – IOE
10. **Irregular Operations -IROP**
11. Internal Revenue Service – IRS
12. **MEC/LEC Master Executive Council/Local Executive Council**
13. Reserve Availability Period - RAP
14. **Remain Overnight -RON**

### B. BID LINE

A planned sequence of trips and days off for a Flight Attendant made available for bid on a monthly basis.

### C. BLEND

The integration of Flight Attendant schedules from one month to the next.

### D. **BUILD UP LINE**

**Lines constructed from open time after pre-blend bids are awarded**

### E. CARRY IN DAY(S)

One or more of the first three days of the month on a schedule during which trips may be assigned to accomplish the blend. Carry in days are shown on a schedule when it is published for bid and are shown as trips or days off when the award is published.

### F. CHARTER

An off-line or on-line revenue flight (excluding extra sections) not regularly scheduled.

### G. **CONTINUOUS DUTY OVERNIGHT**

**A one (1) duty period trip which originates at domicile on one day and ends at domicile the next day with a break but the Flight Attendant is not released into rest.**

### H. CREW

Captain, First Officer, and Flight Attendant(s).

- I. **DAY**  
A calendar day beginning at 0001 and ending at 2400 hours local time.
- J. **DEADHEADING**  
Time spent by a Flight Attendant, when not performing the duties of a Flight Attendant, traveling between two points by air or surface transportation to or from flight duty, training, or other activities at the direction of the Company.
- K. **DOMICILE**  
An airport location or locations within forty-five (45) ground miles of each other from which a Flight Attendant is awarded or assigned flying in accordance with the provisions of this Agreement. Where there are co-domiciles, the Company will provide transportation for a Flight Attendant to deadhead back to the airport from which her/his trip originated and that Flight Attendant will be compensated as provided for elsewhere in this Agreement.
- L. **DUTY TIME**  
All time (including deadhead) that a Flight Attendant is on duty, commencing when the Flight Attendant reports for duty as directed by the Company, and ending fifteen (15) minutes (30 minutes for an international flight) after the Flight Attendant's release from duty.
- M. **FLIGHT ATTENDANT**  
An employee of the Company whose name appears on the Flight Attendant System Seniority List and whose duties include insuring the safety of passengers and the performance of en route cabin service.
- N. **FLIGHT/BLOCK TIME**  
The time from the moment the aircraft first moves from the ramp blocks under its own power for the purpose of flight, until it comes to a full stop at either an intermediate stop or a final destination.
- O. **FOLO**  
**Reserve Flight Attendants preference for being "first out" or "last out" ("FOLO")**
- P. **GOVERNING TRAVEL POLICY**  
The travel policy of PSA, a wholly-owned subsidiary, is the travel policy of its major code-sharing company. If there were to be no major code-sharing company, the governing travel policy would be PSA's travel policy. Travel policies are subject to change.
- Q. **IRREGULAR OPERATIONS**  
**An IROP (irregular operations) may be formally declared for severe operational disruptions. Examples include (Snow Storms, Hurricanes, ATC disruptions, etc).**

- R. **JUNIOR ASSIGNMENT**  
**As directed by the company, any flying assigned to a Flight Attendant on a day off.**
- S. **LINEHOLDER**  
A Flight Attendant who bids and is awarded a regular line of flying during a month, **or is awarded a buildup line.**
- T. **LONGEVITY**  
Years of active Company service, which, beginning with Flight Attendants hired on or after January 20, 2003, will commence on the first day of initial training. Longevity governs pay scale increments and benefit accruals as specified in this Agreement.
- U. **MONTH/BID PERIOD**  
The period from the first day of, to and including the last day of each calendar month of the year except that, for scheduling and pay purposes, January, February and March will be considered a thirty (30) day month through the addition of January 31st and March 1st to the month of February. Leap year will make February a thirty-one (31) day month.
- V. **RESCHEDULE**  
**Any and all deviations from a Flight Attendants awarded trip(s) as originally published.**
- W. **RESERVE FLIGHT ATTENDANT**  
A Flight Attendant who is awarded a reserve line.
- X. **RESERVE LINE**  
A line consisting of a combination of scheduled days off and days of availability.
- Y. **Rest Time**  
**Period free from duty measured from release to report.**
- Z. **SCHEDULE**  
A grouping of sections and/or reserve days and days off.
  1. "Regular schedule" or "regular line of time" means a schedule consisting entirely of sections and days off.
  2. "Reserve schedule" or "reserve line" means a schedule consisting entirely of reserve days and days off.
  3. "Build-up schedule" or "build-up line" means a schedule which is blank when published and to which sections are assigned during the bid award process.
- AA. **SECTION/DUTY PERIOD**  
A grouping of legs, including deadhead legs, and aircraft repositioning assignments beginning at the time a Flight Attendant reports for duty and ending when a Flight Attendant is released for rest.

- BB. **TRIP ADD**  
A trip(s) added to a lineholder or a reserve schedule from open time.
- CC. **TRIP SWAP**  
The swapping of trips with open time.
- DD. **TRIP TRADE**  
The trading for other trip(s) or for days off between a lineholder or build up Flight Attendant.
- EE. **SENIORITY**  
Length of service with the Company as a Flight Attendant.
- FF. **SPOUSE**  
A spouse includes a Flight Attendant's domestic partner.
- GG. **TRIP**  
A series of sections separated by RON's beginning and ending at a Flight Attendant's domicile.
- HH. **UNION**  
The Association of Flight Attendants-CWA, AFL-CIO.

## **SECTION 3 - COMPENSATION**

### **A. Calculation of Pay Time**

1. Pay time will be calculated on a leg-by-leg basis using scheduled or actual block-to-block time, whichever is greater.
2. Charter, ferry flights and diversions on routes where no scheduled time is established will be paid on the basis of block-to-block flight time.
3. A Flight Attendant who is required to be on board an aircraft for taxi from one location on an airport to another location on the airport not for the purpose of flight, i.e., from a hangar to a gate, from a gate to a hangar, from a gate to an overnight pad, from an overnight pad to a gate, from a gate or other location on the airport to a de-ice pad and back, from a gate to another gate, and from a location on the airport to a location where a maintenance run-up will take place and back, will be credited with twelve (12) minutes of flight pay. Such time will not be considered flight time or block-to- block time.

**B. Rates of Pay**

	<u>DOS</u>	<u>DOS+1</u>	<u>DOS+2</u>	<u>DOS+3</u>
Yrs. Of Service				
0 - 6 Months	19.00	19.38	19.77	20.16
7 - 12 Months	20.00	20.40	20.81	21.22
1 Year	23.75	24.23	24.71	25.20
2 Years	25.50	26.01	26.53	27.06
3 Years	27.26	27.81	28.36	28.93
4 Years	28.97	29.55	30.14	30.74
5 Years	30.00	30.60	31.21	31.84
6 Years	31.50	32.13	32.77	33.43
7 Years	32.85	33.51	34.18	34.86
8 Years	34.02	34.70	35.39	36.10
9 Years	35.01	35.71	36.42	37.15
10 Years	35.99	36.71	37.44	38.19
11 Years	36.95	37.69	38.44	39.21
12 Years	37.57	38.32	39.09	39.87
13 Years	38.50	39.27	40.06	40.86
14 Years	39.00	39.78	40.58	41.39
15 Years	39.50	40.29	41.10	41.92
16 Years	40.00	40.80	41.62	42.45
17 Years	40.50	41.31	42.14	42.98
18 Years	41.00	41.82	42.66	43.51

**C. Monthly Guarantee**

A Flight Attendant available for flight duty for a month will be paid a guarantee of **seventy-five (75)** hours at the applicable rate. When a Flight Attendant is not available for flight duty for any portion of a month, the monthly guarantee will be prorated.

D. **Cancellation Pay**

1. Flight Attendant, excluding a Flight Attendant on reserve, who reports for duty as scheduled and does not fly as scheduled because of a cancellation or reassignment will be credited with 100% of the greater of the flight time of the originally-scheduled flight(s) or the flight time of any reassigned flight(s) that are scheduled to depart during the originally-scheduled duty period. A Flight Attendant whose scheduled flight(s) are cancelled may be reassigned to other flight duty, be required to remain airport available for a subsequent assignment, be returned to her/his original schedule, or be released from duty. "Airport available" as used in this paragraph means that the Flight Attendant will keep Crew Scheduling advised of her/his location so that Crew Scheduling is able to contact the Flight Attendant, without delay, for the purpose of immediate reassignment. **A Flight Attendant will be required to be "Airport available" for a period not to exceed two (2) hours from the cancellation, or the original scheduled departure time, whichever is later.**

**Example: if the original scheduled departure time of the cancelled flight was 1500, and the flight cancels at 1300, the Flight Attendant will be "airport available" for reassignment until 1700.**

2. If reassigned to flight duty, any flying that is scheduled to depart prior to the end of the originally-scheduled duty period and is completed more than two (2) hours after her/his originally-scheduled release time will be credited under **paragraph 3.E. below**; however, the limits contained in Section 8.M.2 will not apply. Reassigned flight duty that is scheduled to depart after the end of the Flight Attendant's originally scheduled duty period will be credited under paragraph 3.E. below.

E. **Trip Guarantee**

**A Line Holder will be paid no less than one hundred percent (100%) of the total credit value of all scheduled flights that are originally scheduled in his/her monthly bid award on a trip-by-trip basis. For the purposes of this Section "originally scheduled" means flying as awarded in the monthly line awards and as modified by actions of the Flight Attendant, such as trip trades, trip drops and pickups etc. A Line Holder will receive no credit for flight(s) removed as a result of unavailability due to illness, emergency leave, suspension or failure to report for assigned trip(s) or trip drop(s).**

F. **Minimum Day Pay**

**Each calendar day of a trip will be credited with the greater of actual flight time flown, scheduled flight time or three and one-half hours (3.5) with Carve-outs**

1. A Flight Attendant shall receive a minimum of three and one half (3½) hours of pay for each calendar day or portion thereof a Flight Attendant is away from domicile (from the time commencing forty-five (45) minutes before scheduled domicile departure until fifteen (15) minutes after block-in at his/her domicile).
2. The minimum daily guarantee shall not apply to reserve days.
3. A Flight Attendant shall receive a minimum of three and one-half (3½) hours of pay for each continuous duty overnight.
4. A Flight Attendant is only eligible to receive the minimum daily guarantee on the first day of a trip if she/he is originally scheduled or rescheduled to report prior to 1200L, whichever is earlier.
5. A Flight Attendant is only eligible to receive the minimum daily guarantee on the last day of a trip if she/he is originally scheduled, rescheduled, or actually released after 1700L, whichever is latest.
6. If a Flight Attendant does not fly a portion of his/her trip due to absence or a partial trade, minimum daily guarantee will not apply to any day of that trip. Flight cancellation or reassignment to a different schedule by the company will not trigger this exception.

EXAMPLE: A Flight Attendant reports at 1830 on the first day of a trip. He/she is scheduled for and flies 2.5 block hours that day. No minimum daily guarantee will apply on this day. The Flight Attendant will be credited with two hours and thirty minutes for that day.

EXAMPLE: A Flight Attendant is released at 1900 on the last day of a trip. He/she is scheduled for and flies 2 block hours that day. Minimum daily guarantee will apply on this day. The Flight Attendant will be credited with three hours and thirty minutes.

G. Ready Reserve Pay

A day or portion thereof spent on ready reserve will be credited with a value of four (4) hours or the actual credit of flying performed, whichever is greater.

H. CDO Pay

A Flight Attendant scheduled for a CDO trip will receive flight pay and credit for the greater of the actual flight time performed, or four hours of flight pay. A Flight Attendant scheduled for a pure CDO line will be credited and paid his/her monthly guarantee of the greater of the total monthly credit for actual CDO trips flown.

I. **Pay For Early Reports and Extensions**

Flight Attendants, excluding Flight Attendants on reserve duty, who are required to report early on the first day of a trip\_or are extended on the last day of a trip will be paid **one-and-one half (1.5)** times their hourly rate for all flights involved in the early report or extension.

J. **I.O.E. Instructor/Part-Time Instructor/Line Check Flight Attendant Premium Pay**

In addition to all other forms of compensation, a Flight Attendant conducting in- flight training as a designated Initial Operating Experience (I.O.E.) instructor, Part-Time instructor, or conducting line checks will be credited with a 25% override. Time spent on assigned administrative duties will be paid an override of \$10.00 per hour.

K. **Junior Assignment Pay**

A Flight Attendant who **is junior assigned**, will be **paid one and one-half (1.5)** her/his hourly rate for hours flown in addition to her/his minimum monthly guarantee.

L. **Day Off Pay**

A Flight Attendant who is awarded open time and who flies or deadheads as part of the open time awarded on a scheduled day off will be paid for such time in addition to her/his minimum monthly guarantee. This provision does not apply to flying or deadheading in conjunction with a trip trade.

M. **Deadhead Pay**

1. When a Flight Attendant deadheads, s/he will be paid 50% of the deadhead time based on the greater of scheduled or actual time of the deadhead. Surface deadhead will be paid at 50% of the applicable AAA time.
2. A Flight Attendant who is authorized by Dispatch or Crew Scheduling may use her/his own car for Company-required surface deadheading. If her/his own car is used, then AAA mileage at the applicable IRS rate will be reimbursed for each mile driven.
3. For a day consisting entirely of deadhead, a Flight Attendant will be paid 100% of the deadhead time based on the greater of scheduled or actual time of the deadhead, **including to and from training**.
4. For a day consisting entirely of deadhead which occurs on a scheduled day off, a Flight Attendant will be paid, in addition to guarantee, 100% of the deadhead time based on the greater of scheduled or actual time of the deadhead, but not less than 2.5 hours.

**N. Training Pay**

1. Except for initial training, Flight Attendants in training will be paid 3.6 hours of flight pay for each day of training.
2. A Flight Attendant assigned to home study, or other training as designated by the Company, will be paid, **on a pro-rated by minute basis**, one (1) hour of flight pay for each two (2) hours of training. **The Company shall determine the time required to complete the assigned training.**
3. **Home study training will be paid above any owed guarantee.**

**O. Holiday/Critical Coverage Pay**

A Flight Attendant who reports for and completes an assignment will be paid one-hundred and fifty percent (150%) of her/his hourly rate per block hour or any portion thereof for all hours credited on Thanksgiving Day, Christmas Day, **Memorial Day and July 4<sup>th</sup>** and any Critical Coverage day designated by the Company

**P. Random Drug and Alcohol Testing**

Upon request of a Flight Attendant on a form designated by the Company, a Flight Attendant notified of a random drug or alcohol test scheduled at the end of a trip will be paid an additional \$10.00 for such test.

**Q. Pay Days**

1. Pay periods of Flight Attendants will be the 1st through the 15th and the 16th through month-end.
  - a. The 1st through the 15th pay period will be paid on the 20th. This check will include one-half (1/2) the Flight Attendant's minimum guarantee from the current month less two and one-half (2.5) hours plus the overage and per diem from the previous month. A pay summary detailing the Flight Attendant's pay for the previous pay period will be posted on the Company's website.
  - b. The 16th through the month-end pay period will be paid on the 5th of the next month. This check will include one-half (1/2) the Flight Attendant's minimum guarantee from the previous month plus two and one-half (2.5) hours.
2. When a designated payday falls on a Saturday, the preceding Friday will be the payday. When a designated payday falls on a Sunday, the succeeding Monday will be the payday. When a designated payday falls on a holiday, the preceding business day that is not a holiday will be the payday.

3. The Company will not make any deductions from a Flight Attendant's paycheck unless legally entitled to do so.
4. The Company will respond in writing to payroll resolution forms submitted by Flight Attendants within five (5) business days of receipt by payroll for errors that have occurred within the last 30 days. For payroll resolutions submitted for errors that are more than 30 days old, the Company will respond in writing to the payroll resolution as soon as possible but no later than ten (10) business days of receipt by payroll. Any monies of \$50.00 or more owing to the Flight Attendant will be paid within two (2) business days of the Company's response by separate check mailed to the Flight Attendant's home address, or by direct deposit when feasible, unless mutually agreed otherwise. Monies of less than \$50.00 owing to the Flight Attendant will be paid in the Flight Attendant's next paycheck.
5. **Flight Attendants shall be required to enroll in, maintain, and accept regular payroll and special checks issued by the Company by direct deposit into an institution of the Flight Attendants choosing. The Company shall not be required to issue paper checks for regular pay or special payments.**

## SECTION 4 - SICK LEAVE

- A. Flight Attendants will accrue sick leave at the rate of **three and one-half (3.5) hours** for each month of active service up to a maximum of **four hundred (400) hours**. A Flight Attendant will retain but not accrue sick leave benefits while on furlough or leave of absence.
- B. **A Flight Attendant will accrue sick leave from the date of hire, but will not be permitted to take sick leave until after ninety (90) days of continuous active service.**
- C. A Flight Attendant who is unable to perform her/his assigned duty due to illness or injury will be paid for trip(s) missed and will have the value of the trip(s) deducted from accrued sick leave. For a Flight Attendant unavailable due to illness or injury on a reserve day, the amount paid and deducted will be **three and one-half (3.5) hours**.
- D. **If the Flight Attendant does not have sufficient sick leave credit, the Flight Attendant's guarantee for the month will be reduced by the trip hours of any trip(s) missed in excess of available sick leave credit or three and one-half (3.5) hours for a reserve day.**
- E. **Documentation**
1. The Director of In-flight Services or her/his designee may require a Flight Attendant to provide a written physician's statement if, in her/his judgment, it is necessary to verify that the Flight Attendant is unable to report to duty.
  2. The cost of the statement will be paid by the Company to the extent that it is not covered by insurance.
  3. **Required documentation shall be provided within seventy-two (72) hours of the request, unless there are extenuating circumstances in which case it shall be provided as soon as possible.**
- F. **Sick Leave Procedures**
1. A Flight Attendant calling in sick will be required to call Crew Scheduling for **each trip as soon as possible, and at least two (2) hours prior to report time whenever possible**. A reserve Flight Attendant must maintain daily contact with Crew Scheduling when on sick leave.
  2. A Flight Attendant will notify Crew Scheduling if s/he is able to return to work and will coordinate her/his return to duty. A Flight Attendant will be returned to her/his original schedule as soon as practicable.

3. **A Flight Attendant who calls in sick in accordance with Section 4.F.1. above and who later requires an extended time off shall provide medical documentation pursuant to Section 10.B.**
  4. The Company acknowledges that only a Flight Attendant can report herself or himself sick, unless the Flight Attendant is incapacitated and unable to place a call, or unless a supervisor removes the Flight Attendant because the Flight Attendant is not fit for duty. If the supervisor removes the Flight Attendant, no occurrence will be assessed under the Crew Member Dependability Program or successor policy.
- G. A Flight Attendant will not be required to discuss the details or nature of an illness or injury with a Crew Scheduler. Upon request, these matters will be disclosed to the Flight Attendant's supervisor to the extent permitted by law.
- H. A Flight Attendant will accrue sick leave during a period of Company-related Worker's compensation disability in accordance with Paragraph 4.A. above. In the event a Flight Attendant is eligible for Worker's Compensation benefits and there is a waiting period before benefits commence, the Flight Attendant may claim sick leave during the waiting period, to the extent sick leave has been accrued. Should Worker's Compensation benefits subsequently be paid for the same period, the duplicate sick leave will be deducted from the Flight Attendant's next paycheck and her/his sick leave bank will be credited accordingly.
- I. A Flight Attendant's sick leave account balance will be posted electronically at least once per month.

## SECTION 5 - VACATIONS

### A. Earned Vacation

1. Flight Attendants will earn vacation based upon their longevity and will be eligible to receive vacation on a calendar year basis in accordance with the following:

Longevity	Annual Vacation
After 1 Year	1 Week
After 2 Years	2 Weeks
<b>After 6 Years</b>	<b>3 Weeks</b>
<b>After 13 Years</b>	<b>4 Weeks</b>
<b>After 18 Years or more</b>	<b>5 Weeks</b>

2. One week of vacation will have a value of twenty-one (21) hours; provided that vacation credit will not cause a Flight Attendant to fall below her/his minimum monthly guarantee.
3. Vacation Schedules
  - a. Vacation will be scheduled on a calendar year basis, i.e., January 1 through December 31. Except as otherwise noted in this Agreement, a Flight Attendant must use her/his vacation in the calendar year in which the vacation is earned.
  - b. In scheduling vacation in October of each year to be used in the next calendar year, a Flight Attendant may schedule and use vacation before it is earned in the calendar year. If a Flight Attendant's employment is terminated after having been paid vacation not yet earned, the Flight Attendant will have the unearned vacation pay deducted from her/his final paycheck.

### B. Vacation Availability

1. The Company will make adequate weeks of vacation available so that all earned vacation can be awarded. Except as noted in paragraph 2. Below, at least one (1) week of vacation will be available for bid and award each week of the year in each domicile.
2. Prior to October 1st of each year, the Company will meet and confer with the MEC/LEC President or her/his designee, regarding anticipated vacation blackout periods for the following calendar year. After publication of the vacation blackout periods, the number of vacation blackout periods will not be increased.

3. Vacation bids for the following calendar year will open on October 1, and will close each week during the month of November. The most senior Flight Attendants will be required to bid first. Twenty-five percent (25%) of the Flight Attendants at a domicile will bid each week. The award of the vacation bids will be published each week during the month of November so as to afford more junior Flight Attendants the opportunity to bid the remaining available vacation periods.
4. A Flight Attendant on a leave of absence will be allowed to bid for vacation.
5. A Flight Attendant with two (2) or more weeks may bid to split her/his vacation into one (1) week periods or bid to take consecutive weeks.
6. Vacation bids will be awarded on the basis of seniority.
7. Final vacation awards will be posted by December 1. A Flight Attendant who fails to bid a sufficient amount of vacation will be assigned vacation at Company discretion.
8. At least once a month, any vacation weeks that are available during the rest of the year will be posted electronically, provided that the Company may, should staffing require, withhold for a forty-five (45) day period vacation weeks that become available due to attrition. Flight Attendants with earned but unscheduled vacation and Flight Attendants wishing to exchange their previously awarded vacation may bid for such available weeks no later than the bid closing date and time. Such vacation will be awarded on a first-come, first-served basis.
9. Flight Attendants in the same domicile may trade vacation weeks once awarded.

**C. Operation**

1. A Flight Attendant who must be released from a trip or portion thereof impinging on her/his vacation (an RON or CDO) will be released from duty at her/his domicile by 1700 on the day preceding her/his vacation.
2. Vacations will begin at a Flight Attendant's domicile, unless mutually agreed otherwise.
3. A Flight Attendant will not be required to keep the Company informed of her/his whereabouts while on vacation; nor will s/he be required to perform any duty while on vacation, except as otherwise provided in this Section.

4. That portion of a Flight Attendant's schedule which is outside her/his vacation period will not be altered, except as otherwise provided for in this Agreement. Days of vacation will not be counted as days off for moving as set forth in Section 21.
5. A Flight Attendant who works during all or part of his/her vacation with Company permission will be compensated for the value of the work performed plus her/his vacation pay.
6. **For bidding**, a vacation week will begin on a Sunday through Saturday, inclusive.

#### D. **Cancellation**

1. A vacation will only be canceled when the needs of the service necessitate the postponement. The Company will notify the affected Flight Attendant(s) and the MEC/LEC President or her/his designee of any vacation cancellations.
2. Vacations will be canceled in reverse seniority order at a domicile. Prior to canceling vacations, the Company will solicit requests for vacation cancellation in seniority order among the affected Flight Attendants at the domicile. If an awarded vacation is canceled by the Company, the Flight Attendant will not lose earned vacation because of the cancellation, and such Flight Attendant may elect one of the following three options:
  - a. Receive compensation for the vacation period.
  - b. Reschedule the vacation by selecting from among the remaining open vacation periods or selecting another time period mutually agreed to by the Company and the Flight Attendant; or
  - c. Defer the vacation until the following year.
3. A lineholder whose vacation has been canceled will only be scheduled for flight duty on days s/he was scheduled for duty on her/his original bid. Her/his original schedule will be restored from open time to the extent possible. A build-up lineholder will be assigned duty from open time. A reserve Flight Attendant will be restored to her/his original bid schedule.
4. If a Flight Attendant's vacation is canceled and the Flight Attendant has made a non-refundable deposit in reliance on her/his established vacation schedule, the Company will reimburse the Flight Attendant for the deposit upon presentation of satisfactory documentation and the Company will be entitled to attempt recovery of the deposit.

5. Vacation will not be canceled to enable the Flight Attendant to attend recurrent training; nor will a Flight Attendant be required to attend recurrent training during her/his vacation.
- E. A Flight Attendant who resigns and has given fourteen (14) days' notice of her/his intention to resign will receive payment for earned but unused vacation.
- F. A Flight Attendant who transfers out of her/his domicile will retain her/his awarded vacation.
- G. If a Flight Attendant on vacation is hospitalized because of a medical emergency, s/he may elect to charge the period of hospitalization to sick leave rather than vacation. The Company may require written confirmation of the medical emergency from the attending physician or hospital. If a Flight Attendant converts vacation to sick leave pursuant to this paragraph and no open vacation periods are available for the remainder of the calendar year for the Flight Attendant to take her/his vacation, s/he may elect from one of the following two options:
  1. Receive compensation for the vacation period; or
  2. Defer the vacation until the following year.
- H. **General**
  1. A furloughed Flight Attendant may retain any unused earned vacation or will be paid for such vacation, at her/his option.
  2. In the event of death of a Flight Attendant, her/his estate will be paid any unused earned vacation.

## SECTION 6 - TRAVEL EXPENSES

### A. Per Diem Allowance

1. A Flight Attendant will receive a per diem allowance of **\$1.85 at DOR,\$1.90 at DOR+1, \$1.95 DOR +2 and \$2.00 DOR+3** and in no event less that is provided to the Company's pilots, per hour pro-rata while s/he is away from her/his permanent domicile beginning at the required report time or when s/he actually reports, whichever is later, and ending 15 minutes (30 minutes for international flights) after s/he is released for legal rest at her/his permanent domicile.
2. On Company duty requiring lodging outside the Continental United States, the Flight Attendant will receive \$5.00 per calendar day in addition to per diem.

### B. Lodging

1. **Overnight Accommodations**  
On scheduled overnights, Flight Attendants will be furnished safe, comfortable and adequate single occupancy accommodations. The Company will require that the lodging facility not assign Flight Attendants to occupy ground-floor hotel rooms, smoking rooms, or rooms with an outside entrance. However, on arrival a Flight Attendant may request change to a ground floor and/or smoking room if available. The Company will also require the hotel have a computer with free internet access. Flight Attendants will have reserved lodging accommodations for scheduled overnights.
2. **Extended Layovers**  
For any scheduled layover which exceeds **four hours and forty-five minutes (4:45)** the Company will provide suitable single room lodging in a suitable location.
3. **Unscheduled Layovers**  
When weather, mechanical problems, or operational contingencies cause an extended layover, the Company will evaluate crew accommodation needs on a case by case basis.
4. **Training Hotel for Commuter**  
**A Flight Attendant whose status with the Company is listed as a Commuter, who commutes to FAA-mandated annual recurrent training in his/her domicile, will be provided up to two (2) nights of Company-paid lodging during training. For the purpose of this paragraph, a Commuter is defined as someone who resides one hundred (100) miles or more from the airport serving his/her domicile and who is designated as a Commuter with the Company. Flight Attendants will be required to register as a Commuter with the company, and proof of residence may be required. Any change in address for a Flight Attendant registered as**

**a commuter must be communicated to the company within 30 days of said change.**

**Hotel accommodations must be requested through the company approved method the month prior to training between 1700 on the 21st of the month, and are due by 1200 on the 23rd of the month.**

**Once hotel accommodations are secured, it is the Flight Attendant's responsibility to notify the Scheduling Supervisor via email no later than 24 hours prior to the training event when the room is no longer needed.**

5. Hotel Committee  
The Company and the Union's Hotel Committee will meet to review the suitability of lodging. The Company will furnish a list of the names and addresses of all lodging facilities. From this list, the Union will designate at least two (2) hotels that it finds acceptable from each city. The Company will make every effort to select Union-approved hotels. The Company will make prompt inquiries into complaints from the Union's Hotel Committee relating to deterioration of service, including safety, at any facilities and will take prompt remedial action where investigation affirms such deterioration. The Company will furnish the Union with copies of all written safety-related reports concerning hotels on a monthly basis.
6. If suitable restaurants are not available at or near the lodging facility or training site, the Company will authorize transportation to suitable restaurants and reimburse crews for reasonable expenses incurred for such transportation.

### **C. Ground Transportation**

1. At points other than the Flight Attendant's domicile where the Company's pre-arranged hotel transportation is not available within thirty (30) minutes from release, the Flight Attendant may, at Company expense, utilize taxi service for the crew to the lodging facility.
2. If a Flight Attendant is required by the Company to use surface transportation to travel by herself/himself from one airport to another, s/he may:
  - a. Drive her/his personal vehicle and be reimbursed for the mileage at the applicable IRS rate; or
  - b. Use Company-arranged transportation (i.e., taxi or limousine); or
  - c. Drive a rental vehicle approved by the Company and be reimbursed for the cost of such rental.

**D. Other Expenses**

1. The Company will reimburse Flight Attendants for the pre-approved cost of passport renewal, visas, inoculations, and airport and passenger charges or taxes necessary for Company business. After one (1) year of active service, the Company will reimburse a Flight Attendant for the pre- approved cost of a passport renewal due to a name change, limited to one time during her/his employment with the Company. To be eligible for reimbursement, the passport renewal must be no earlier than 120 days prior to its expiration.
2. All reimbursements shall be made within fifteen (15) business days of submitting appropriate documentation.

## SECTION 7 - HOURS OF SERVICE

### A. Duty and Block Time Limitations

1. A Flight Attendant will not be **scheduled/rescheduled** for more than fourteen (14) hours of duty.
2. A Flight Attendant will not be required to exceed fifteen (15) hours of duty between rest periods.
3. A Flight Attendant will not be rescheduled to exceed nine (9) block hours per duty period. Notwithstanding, a Flight Attendant may be rescheduled for more than nine (9) block hours per duty period provided the trip contains only (1) duty period and no greater than two (2) scheduled segments.
4. Trips may contain up to four (4) sections, except that trips encompassing holidays may contain up to five (5) sections. This limitation does not apply to reserves on their days of reserve availability.
5. Continuous duty overnights (CDOs) will contain no more than four (4) legs.

### B. Rest Periods

**Rest in domicile and at layover, between duty periods will be 10 hours release to report, or in accordance with 14 CFR rest requirements.**

### C. Report and Release Times

1. Flight Attendants will report for duty at the departure gate forty-five (45) minutes prior to scheduled departure. When sections are scheduled to begin with a deadhead leg, report time at the departure gate may be reduced to thirty (30) minutes by the Company.
2. When deadheading occurs at the beginning of a duty period, such duty time will commence at the report time for the deadhead segment. When deadheading occurs at the end of the duty period, such duty time will end fifteen (15) minutes after the block-in time of the deadhead for domestic flying and thirty (30) minutes after block-in time for international flying.
3. If aircraft taxi is scheduled to occur prior to the first block-out of a section, the report time for such a section will be sixty (60) minutes prior to the scheduled block-out time of the first flight of such section.

4. If aircraft taxi is scheduled to occur after the last block-in of a section, the scheduled release for rest from such section will be twenty-five (25) minutes after the last block-in of such section.
5. Normal release from duty for rest will be fifteen (15) minutes after block-in from a domestic trip or when the Flight Attendant is released by Crew Scheduling, whichever is later. For international flights, release from duty will be thirty (30) minutes after block-in or when the Flight Attendant is released by Crew Scheduling, whichever is later.

**D. Days Off**

1. For the purpose of determining days off, if a Flight Attendant is scheduled to terminate before 2400 and terminates before 0200, it will be considered to have terminated in the prior day.
2. **A Lineholder Flight Attendant who is available for flight duty for the entire month will be scheduled for a minimum of eleven (11) days off in a bid period.**
3. **A Reserve Flight Attendant who is available for flight duty for the entire month will be scheduled for ten (10) days off in a bid period.**
4. If a Flight Attendant is unavailable for flight duty for part of the month, the scheduled days off will be prorated.
5. If junior assigning causes a Flight Attendant's days off to fall below the minimum, the days off below the minimum will be restored in the same or following month by mutual agreement between the Flight Attendant and the Company.
6. **A Flight Attendant will have a minimum of one day free from all duty every seven (7) consecutive days.**

**E. Irregular Operations (IROP)**

1. **An IROP (irregular operations) may be formally declared for severe operational disruptions. Examples include (Snow Storms, Hurricanes, ATC disruptions, etc).**
2. **Only the Vice President Air Operations or his immediate designee can declare an IROP.**

3. When an IROP is declared the Vice President Air Operations or his designee will contact the President of the AFA MEC and provide the following:
  - a. Domiciles affected
  - b. Date and time of IROP declaration and estimated duration of the IROP
4. If the IROP needs to be extended, the Vice President Air Operations or his designee will update the President of the AFA MEC.
5. When the IROP is declared, the Company will notify the Flight Attendants via electronic means, or on the Company portal or via email.
6. When the operations return to a normal state, the Company will terminate the declared IROP, and will notify Flight Attendants via electronic means or the Company portal or via email.
7. During a declared IROP the company may require any Flight Attendant to remain at the hotel following completion of legal rest, and be contactable for reassignment. When contacted by the Company, the Flight Attendant will report to the airport for duty as soon as transportation can be arranged through the hotel, or via Company arranged transportation, e.g. vehicle, taxi, car service.
8. During a declared IROP if a Flight Attendant opts to not use a hotel, the Flight Attendant must remain contactable for reassignment. When contacted by the Company, the Flight Attendant will report to the airport as soon as possible, but in no case later than sixty (60) minutes from the initial contact.
9. If a Lineholder Flight Attendant reports to the airport and the rest of their assigned flying for the day cancels, the hotel provisions of Section 6.B.2 will apply.

Example: A Lineholder Flight Attendant reports for duty at the airport at 0900 Local Time during a declared IROP event. His/Her flying for the day has been canceled. Crew Scheduling must notify that Flight Attendant of reassignment not later than 1345 Local Time or provide suitable lodging.
10. Crew Scheduling will only adjust flying within the original footprint of the trip (report time on the first day of the pairing through originally scheduled release time on the last day of the pairing including contractually allowed extensions). Extension pay and limits will apply to any time thereafter.

11. **A Flight Attendant will not be required to report earlier than the report time of the first day of her original trip. Once a Flight Attendant reports for a trip and an IROP is declared, the provisions of Section 8.N will not apply.**

## SECTION 8 - SCHEDULING

### A. Schedule Preparation and Scheduling Committee

1. The Company will prepare monthly Flight Attendant schedules for bid.
2. Scheduling Committee
  - a. The Union's Scheduling Committee (the "Committee") will meet with the Company monthly if requested. The Committee will be given reasonable access to the **Director of Crew Planning** or designee and scheduling data, including information regarding aircraft flows, market block, scheduled training, check rides, vacations and leaves, in electronic format when feasible.
  - b. The Committee, in conjunction with the pilots' Scheduling Committee, will participate in the construction of sections, trips and monthly schedules. This review and final recommendation will be completed and presented to the **Director of Crew Planning**.
  - c. Once preliminary schedules are constructed, the Company will provide the schedules to the Committee in electronic format no later than the **eighth (8<sup>th</sup>)** of each month. The Committee may advise the Company of any potential problems in the preliminary schedules and may recommend solutions. The Company will take action to resolve conflicts with the Federal Aviation Regulations (FARs) or this Agreement. The Committee's recommendations for changes will be limited to changes that do not compromise the Company's operating performance, operating cost, available Flight Attendant staffing or have an impact on open time coverage.
  - d. If the Company denies a written Committee recommendation, it will provide a written explanation for such denial within three (3) days of the denial to the Chair of the Committee or her/his designee.
  - e. The Company and the Committee will meet on other occasions to discuss scheduling concerns and improvements.
  - f. With the mutual agreement of the Company and the Committee, the provisions of **Section 8.A.** may be waived on a case-by-case basis.
3. Sections (also known as Duty Periods)  
All known flying will be placed into sections. The scheduled time of sections will be based on the scheduled time of their component legs.

- a. A section will contain a maximum of seven (7) scheduled landings, unless the Scheduling Committee and Company agrees otherwise. A section will not contain more than nine (9) landings in actual operations.
- b. A section will contain a maximum of eight (8) scheduled block hours. Notwithstanding, a section with no greater than two (2) scheduled segments may contain more than eight (8) scheduled block hours.

4. Trips

- a. Sections not placed directly into flying schedules will be combined into trips. Trips will then be placed into flying schedules.
- b. A Flight Attendant will not be scheduled for more than five (5) consecutive days of duty except that a Flight Attendant may be scheduled for six (6) consecutive days of duty in schedules involving the blend, holidays or training.
- c. Trips shall be built to begin and end at the same airport, unless co-domiciles are mutually agreed to in accordance with Section 2.FF.
- d. The Company will attempt to build a variety of trips based on operational need.

B. **Schedules will contain:**

- 1. Regular lines of time **comprised of trips of similar length to the extent possible, except CDOs**; and, when appropriate.
- 2. Reserve lines
  - a. Reserve lines will be constructed as either long-call or short-call. Each reserve schedule will be constructed with only one type of reserve, i.e., either long-call or short-call reserve.
  - b. In domiciles with seven (7) or more reserve lines, no less than fifteen percent (15%), rounded up, of the reserve lines will be constructed as long-call reserve.
  - c. Short-call reserve lines will have a designated reserve availability period (RAP) for the first day of reserve in a block of reserve days. The RAP for the first day of reserve will start at the same time for each block of reserve days during the bid period.

### 3. Build-up lines

- a. The Company will publish sufficient build-up schedules to accommodate the open time from sections and trips not previously placed in flying schedules and flying that is anticipated to become open time during the blend process, e.g., vacation, leaves, training, and other known flight attendant absences.
- b. The Company will construct build-up schedules during the blend process from open time and these schedules will contain no more than ninety-five (95) scheduled block hours.
- c. When more build-up schedules have been offered for bid than have been constructed in accordance with b., above, the Company will convert that build-up schedule(s) to a reserve schedule. These schedule(s) will be awarded to the most junior Flight Attendant bidding a reserve schedule.
- d. If sufficient open time remains after construction of build-up schedules in accordance with b. above, the Company will construct additional build-up schedules within the above parameters. These schedules will be offered to Flight Attendants awarded reserve schedules in order of seniority.
- e. Any open time that remains after the construction of build-up schedules will be handled in accordance with **I.3.** below.

### C. Bidline Construction

1. Schedules at each domicile will normally contain no more than ninety-five (95) hours, block-to-block and at no time will more than twenty-five percent (25%) of the schedules at each domicile contain more than ninety-five (95) hours. The Company will meet and consult with the Union's Scheduling Committee before publishing schedules which exceed ninety-five (95) hours.
2. A Flight Attendant may be scheduled for up to thirty-three (33) block hours in seven (7) days.
3. If a Flight Attendant is unavailable for flight duty for part of the month, the scheduled days off will be prorated.
4. Schedules will be constructed with a minimum of one (1) day free from all duty in every seven (7) consecutive days.

5.
  - a. A regular or buildup lineholder will be scheduled for at least two (2) periods of three (3) days off in each month. Reserve schedules will contain at least one (1) block of three (3) days off. The remaining days off will be scheduled in blocks of two (2) days off. However, the Company may schedule a Flight Attendant for one (1) day off in the blend or on the last day of the month.
  - b. If a day off required under paragraph a. above is not recognized due to the blend or one day off outside the blend, it will be the Flight Attendant's responsibility to notify a scheduling supervisor prior to the commencement of the next trip. The Flight Attendant may choose any section(s) during the month to have the day restored as required or fly the trip as blended. The Company shall comply with the Flight Attendant's choice. Should the Flight Attendant have the day off restored, the value of the restored day will be subtracted from the total line value.
6. Up to twenty-five percent (25%) of regular lines of time in a domicile may contain carry in days. Carry in days will be converted to either flying assignments or days off during the blend. Carry in days are not days off for the purpose of computing minimum days off.
7. **Continuous Duty Overnights (CDOs)**  
No more than three (3) CDOs will be scheduled consecutively. Any group of two or three CDOs will be followed by a day(s) off. A single CDO will not be followed by a section which begins on the same day.
8. **All Schedules**
  - a. Sufficient schedules in each domicile and status will be prepared so that every Flight Attendant eligible for the monthly bid will have a schedule to bid.
  - b. Schedules will begin and end at the Flight Attendant's domicile.
  - c. Should cancellations or changes in schedules become known after bid distribution, affected Flight Attendants and the Scheduling Committee will be notified as soon as possible.
9. **Flying Schedules**  
Sections and trips will be placed into flying schedules constructed within the parameters in this Section **8**. Sections and trips that cannot be placed into flying schedules will be placed into open time.
10. If a section is modified from the form in which it was originally published in the monthly bid or a new section is created, a new identification number will be assigned.

#### D. **Monthly Bid Packages**

Monthly bid packages will contain the following information for each domicile:

1. Regular, reserve and build-up schedules.
2. Flight and pairing numbers, report times, departure and arrival times by station, schedule time of each flight, deadhead times, known scheduled aircraft repositioning, total flight and credit time, the length of layover, ground transportation arrangements, hotel names and telephone numbers.
3. The date of distribution, bid closing time, and date and time of electronic distribution of the blended award.
4. Vacations scheduled for the month and vacation weeks available for bid.
5. Flight Attendants scheduled for training and training schedules including dates and locations.
6. Pairing locator for each domicile, when available.
7. A list of Flight Attendants eligible to bid.
8. Details of any temporary vacancies.

#### E. **Bidding Procedures**

The Company will maintain an automated system (e.g. FLICA or similar program) for Flight Attendants to bid on their monthly schedules, pick up open time, and trip trade in accordance with paragraph **1.5.**, below.

1. Schedules for bidding purposes will be posted electronically no later **than 1200 ET on the tenth (10<sup>th</sup>)** of each month. If the bid lines are altered on or before the tenth 10<sup>th</sup> day of the month, the Company will notify all Flight Attendants that the bid lines have been changed, by Company e-mail and on the bidding website. The AFA Scheduling Committee Chairperson and MEC/LEC President will be notified that the bid lines have changed.
2. **A Flight Attendant shall bid electronically by 1200 ET on the 17<sup>th</sup> day of each month.**
3. Pre-blend awards will be posted electronically no later than the **19<sup>th</sup>** of each month by 1700 ET. If the **19<sup>th</sup>** falls on a weekend, such pre-blend awards will be posted no later than 1200 ET on the next business day.

4. Final bid awards will be posted electronically no later than 1700 ET on the 21<sup>st</sup> day of each month. A Flight Attendant will be responsible for the schedule on her/his final bid award.
5. Bidding will be accomplished by completing the on-line bid form.
6. In the event of a computer failure, a Flight Attendant may bid by telephone on a recorded line; however, the Company will not be held responsible for Flight Attendant errors.
7. A Flight Attendant scheduled for training will have her/his trip(s) which conflict with the training period dropped.
8. If a Flight Attendant does not submit a bid before the bid closing or fails to submit sufficient bid choices, they will be assigned the first numerically un-awarded line in seniority order for which the Flight Attendant qualifies.

**F. Eligibility to Bid**

1. All eligible Flight Attendants may bid for lines within their domicile.
2. A Flight Attendant must be qualified, current, and on active status in order to bid for the following month. Active status for purposes of eligibility to bid includes a Flight Attendant on a leave of absence with a definite return-to-duty date that is no later than the 15th of the following month. For example, a Flight Attendant on a medical leave of absence in June who has a doctor's release declaring her/him fit for duty on or before July 15 will be eligible to bid for a July schedule. A Flight Attendant who is not on active status at the time bids close each month will not be awarded a bid for the ensuing bid period.
3. A Flight Attendant will not bid if s/he will be absent from her/his domicile starting on or before the 15th of the month and continuing for the rest of the month due to training, leave of absence, resignation, discipline, or a change of domicile. Such Flight Attendant will work jointly with Crew Scheduling to build a build-up or reserve line, as close as possible to the schedule s/he would have otherwise been awarded. A Flight Attendant whose seniority would have entitled her/him to hold a line in that month will not be assigned to reserve days.
4. A Flight Attendant changing domiciles on or before the 15th of the month will bid in her/his new domicile.
5. A Flight Attendant notified of disciplinary action will be allowed to bid.

## G. Awarding of Bids

1. Bids will be awarded based on seniority within the domicile.
2. After awarding the bids, Crew Planning will make adjustments to awarded lines to provide for the month-to-month blend, vacation, training, minimum days free from duty, and other approved absences.
3. Flight Attendants will be scheduled for training in accordance with Section 18.
4. Bid awards will be posted electronically.
5. A Flight Attendant who is not eligible to bid at bid closing and who thereafter becomes qualified/active, shall have a build-up line or reserve line built by Crew Scheduling as would have been otherwise awarded, to the extent possible. **These schedules will be constructed after seniority trades.**

## H. Month-to-Month Blend

The blend of schedules for the current month with the month being bid will be accomplished after bid closing but before distribution of the awards in accordance with the following:

1. Trips begun in the previous bid period will be continued into the new bid period to the extent possible. If a trip beginning in the current month and carrying into the following month (a carry-in trip) conflicts with a trip or carry in day in the following month, the Company may modify the carry-in trip and the trip or carry in day in the following month subject to the following:
  - a. The adjustment may be made only in order to resolve an overlap conflict or a conflict resulting from a FAR or contractual restriction.

Example: A Flight Attendant has a two-day trip on March 31-April 1 with a report time on April 1 of 0600 and a release of 1200. Her next month's schedule contains a two-day trip that begins at 1300 on April 1 and releases her from duty at 1700 on April 2. Scheduling may blend the first trip with the second trip provided it is otherwise legal and Scheduling would not be required to remove the second trip to comply with domicile rest requirements.

- b. The portion of the carry-in trip in the current month will not be changed.
  - c. No days in which a Flight Attendant was originally scheduled to be off will be converted to working days.

Example: A Flight Attendant has a 3-day trip beginning on March 30. Their April schedule has a 2-day trip that begins on April 1. No changes will be made to the original March 30 or 31 flying. The Company may adjust the schedule for April 1 to blend the trips into a 4-day as allowed by other limits.

2. If the carry-in trip is modified in accordance with paragraph 1, above, the Flight Attendant will be paid the greater of the original credit value of the carry-in trip or the value of the blended trip, calculated on a day-by-day basis.
3. Trips may be assigned on days on which trips have been dropped during the blend.
4. Adjustments to a Flight Attendant's bid line will be accomplished in a manner calculated to preserve, as closely as possible, the original value of the bid line.
5. The blend period will be the first three (3) days of the month.

#### I. Administration of Schedule after Award

1. All applicable provisions of this Agreement will apply to sections, trips, or schedules that are modified and republished after initial publication.
2. Golden Days

**A Golden Day is an immovable day off during which a Flight Attendant cannot be junior assigned. A Reserve Flight Attendant will have no less than four (4) Golden Days per bid period. All other days off will be considered movable by the Company provided that a moved day off is replaced by an off day within the current bid month.**

**A Reserve Flight Attendant who has a day(s) off moved by the Company will be paid in accordance with Section 3.L. if such day(s) are not restored in the current bid month.**

- a. A Reserve Flight Attendant may request that up to **four (4)** of her/his day(s) off be designated as Golden. **These requests must be submitted in no more than two (2) blocks.** Such request will be submitted on the electronic form provided by the Company.

- b. The window for submitting the request will open at the time final awards are published and will close at noon, two (2) days later. Requests will be considered based on operational needs, and be awarded in seniority order. If a Flight Attendant does not receive her/his requested Golden Days, the Golden Days will be designated by the Company. The Golden Days will be awarded by the 27th of the month prior at 1700.
- c. If the 27th falls on a weekend, the award will be published no later than 1200 on the next business day. Nothing herein prevents a Flight Attendant, at her/his sole option, from picking up open time on her/his Golden Day(s).
- d. If a Flight Attendant returns to domicile after 0200 on a Golden Day due to operational reasons, the day which is restored in accordance with paragraph C.3., above, will also be a Golden Day.

### 3. Open Time

- a. All open time will be published on the final bid award. Bids for such open time will close at 1700 on the **24<sup>th</sup>** of the month. Bids will be awarded by seniority to qualified Flight Attendants in domicile and then to qualified Flight Attendants system-wide by 1700 on the day after closing. The Company will notify successful bidders of their awards.
- b. Beginning on the 25<sup>th</sup> day of the previous month, at 1700 ET, and continuing for the remainder of the subsequent bid month, as referenced in I.3.a. above, all open time which becomes available shall be listed by electronic means. Such open time shall be available to qualified Flight Attendants on a first-come, first-served basis.
- c. To be awarded open time a Flight Attendant must be scheduled to be off duty when the open time is scheduled to be flown. The Company may adjust the Flight Attendant's schedule to accommodate open time with the concurrence of the Flight Attendant.
- d. Open time which is not awarded by bidding will be assigned to Reserve Flight Attendants in domicile and then to Reserve Flight Attendants system-wide, in accordance with **Section 9.F.** The Company may retain reserve coverage by not assigning all available reserves.

4. **When necessary to protect the integrity of flight schedules, the Company may elect to declare a trip(s) or a portion thereof as a premium pay trip. Such trip(s) will be paid the same as a junior assignment provided the Flight Attendant reports for the trip.**
- a. **Premium trip(s) or a portion thereof trips will be posted by electronic means (e.g. Twitter, email, etc.) and will be awarded on a first come first serve basis.**
  - b. **Premium trip(s) or a portion thereof once posted will be available for bid until a Flight Attendant who is legal and available submits a bid and is awarded, or for a minimum of fifteen (15) minutes.**
  - c. **To preserve the integrity of the flight schedule, the Company may opt to exercise the provisions of 8.L. Junior Assignment at any point after the fifteen (15) minute period specified in item 3 above.**
5. Trip Trades/**Trip Swaps or Adds**
- a. A reserve grid showing the actual number of reserve Flight Attendants in each domicile will be published electronically in real time at the award of the bid.
  - b. Trip trade and/or trip swaps and add requests will be accepted electronically or via telephone in the case of a trade on the day of a trip.

- c. Trips Swaps or Adds with open time will be subject to the following:
  - i. If a trip swap or add request is made forty-eight (48) hours prior to the scheduled departure of the trip, the Company will approve such trip swap or add, provided that the minimum number of required reserves for each day affected by the trade is maintained after the trade is completed unless it is denied because of FAR or contractual restrictions.
  - ii. **Flight Attendants are permitted to trade trips from one (1) restricted day to another provided the trade does not decrease the coverage for all days traded.**
  - iii. **If a trip swap or add request with open time is made less than forty eight (48) hours prior to the scheduled departure of the trip, the Company may approve the request at its discretion.**
  - iv. **Trips may be swapped with open time for trips of the same, greater, or lesser number of days of flying.**
  - v. A Flight Attendant will not be permitted to swap trips below sixty (60) hours of credit and her/his minimum monthly guarantee will be adjusted accordingly.
  
- d. Trip Trades between lineholders or build-up line holders for other trips or for days off will be subject to the following:
  - i. If a trip trade request is made forty-eight (48) hours prior to the scheduled departure of the trip, the Company will approve such trip trade, unless it is denied because of FAR or contractual restrictions.
  - ii. Partial trip trades **and adds** are permitted, subject to Crew Scheduling approval.
  - iii. When trades are granted, the Company will assume no additional liability for costs associated with the trade, e.g., additional duty time, costs of deadheading or accommodation.
  - iv. If a trip trade request is made less than forty-eight (48) hours prior to the scheduled departure of the trip, the Company will attempt to process the request.
  - v. A Flight Attendant will not be permitted to trip trade below sixty (60) hours of credit and her/his minimum monthly guarantee will be adjusted accordingly.

- e. Flight Attendants, who are line holders or build-up line holders, may request to drop their last leg of a pairing to another Flight Attendant on the day of the assignment up to 2 hours prior to the scheduled departure time. A Flight Attendant who is requesting this trade/drop to another Flight Attendant must call Crew Scheduling to request the transaction and the Flight Attendant accepting the trade/add must also call Crew Scheduling to verify the transaction. These trades are not subject to staffing levels but may be denied during irregular operations. Trades requested less than 2 hours prior to the scheduled departure may be approved at Company's discretion.
- f. Reserve Trip Adds
  - i. **A Reserve Flight Attendant may add trips from open time provided the flying does not conflict with:**
    - (a) **Any contractual or FAR legality**
    - (b) **A scheduled trip or**
    - (c) **A Reserve Availability Period (RAP)**
  - ii. **Reserve days will not be traded for trips or portions thereof.**
  - iii. **Must be submitted forty-eight (48) hours or more prior to the scheduled departure time of the trip.**
- g. Reserve Day Trades
  - i. A Reserve Flight Attendant may request to trade a reserve day(s) for another reserve day(s). Thus, the originally-scheduled reserve days(s) would be changed to reserve day(s). Such requests will be based on the needs of the operation (for example, efficient reserve utilization, number of available reserves, etc.) All awarded trades must be legal pursuant to the FARs and the contract.
  - ii. **Reserve day trade requests must be submitted forty-eight (48) hours or more prior to the scheduled reserve day.**
  - iii. **A Flight Attendant who trades her/his first day of reserve in a block of reserve days will forfeit the known RAP. (See examples Section X O.-Reserve)**
- h. The Crew Scheduler will record all denied requests and make this documentation available within three (3) days of the request to the MEC/LEC President or his/her designee for review.
- i. When trades and/or swaps are granted, the Company will assume no additional liability for costs associated with the trade, e.g., additional duty time, costs of deadheading or accommodation.

## J. Notification of Schedule Changes

1. A lineholder whose scheduled flight(s) are cancelled may be reassigned to other flight duty, be required to remain airport available **as defined in Section 3.D.1**, be returned to her/his original schedule, or be released from duty. "Airport available" as used in this paragraph means that the Flight Attendant will keep Crew Scheduling advised of her/his location so that Crew Scheduling is able to contact the Flight Attendant, without delay, for the purpose of immediate reassignment.
2. The Company may extend a Flight Attendant in order to maintain schedule integrity.

**K. Deadheading**

1. The Company will deadhead Flight Attendants only on FAR part 121 or part 135 air carriers except where surface transportation is utilized.
2. Flight Attendants deadheading on line who receive "must ride" authority will be confirmed on a positive space basis. Boarding when deadheading will be accomplished according to the priorities established by the Company and in conformity with the policies of other carriers on which deadheading is scheduled. Off line deadhead travel will be at no cost to the Flight Attendant. Reimbursable expenses will be reimbursed to a Flight Attendant within ten (10) business days after submission of receipts.
3. Pay for Deadhead
  - a. When a Flight Attendant deadheads, s/he will be paid fifty (50%) of the deadhead time based on the greater of scheduled or actual time of the deadhead. Surface deadhead will be paid at 50% of the applicable AAA time.
  - b. A Flight Attendant who is authorized by Dispatch or Crew Scheduling may use her/his own car for Company-required surface deadheading. If her/his own car is used, then AAA mileage at the applicable IRS rate will be reimbursed for each mile driven.
  - c. For a day consisting entirely of deadhead, a Flight Attendant will be paid 100% of the deadhead time based on the greater of scheduled or actual time of the, deadhead. This includes travel training to and from training when applicable.
  - d. For a day consisting entirely of deadhead, which occurs on a scheduled day off, a Flight Attendant will be paid, in addition to guarantee, 100% of the deadhead time based on the greater of scheduled or actual time of the deadhead, but not less than 2.5 hours.

4. A day in which the Company requires a Flight Attendant to deadhead will not be considered a day off. However, a deadhead flight which is scheduled to terminate before 2400 but which is delayed and actually terminates at or before 0200 will not alter a Flight Attendant's day off.
5. Flight Attendants will be paid under the provisions of this Section when deadheading for purposes of flight or training and the scheduled or modified deadheading is actually utilized by the Flight Attendant. Flight Attendants will not be paid for deadheading which has been canceled or voluntarily dropped except that Flight Attendants will be paid for deadheading to domicile at the end of a trip if they have approval from Crew Scheduling to take an alternate deadhead flight, in accordance with paragraph 9.b., below.
6. Time spent in transportation may not be considered as flight time for purposes of flight time limitations; nor may that time be considered as rest.
7. Flight Assignments
  - a. Deadhead prior to a flight assignment will be scheduled for the latest flight which, if delayed, would not compromise on-time departure of the Flight Attendant's flight assignment. A return deadhead flight will be the first available on-line flight with which a Flight Attendant may reasonably be expected to connect after the Flight Attendant's flight assignment ends.
  - b. At the Flight Attendant's option in accordance with paragraph 9.b., below, a flight other than the first flight after a Flight Attendant's flight assignment may be used to return after duty, provided the Company incurs no additional expense and such deadheading does not interfere with the Flight Attendant's subsequent flight assignment. The Flight Attendant will be paid per diem and deadhead pay as if s/he had taken the originally scheduled deadhead flight.
8. Alternate Deadhead Procedures
  - a. Alternate Deadhead to flight duty:  
When the first scheduled leg(s) of a trip contains a deadhead leg(s) to flight duty, a flight attendant may request to utilize alternate transportation to the flight duty point.

- i. The alternate deadhead must be scheduled to arrive at least one hour prior to the first scheduled departure time of the flight attendant's scheduled assignment.
  - ii. The Flight Attendant may request the alternate deadhead no more than twenty-four (24) hours prior to the beginning of the trip.
  - iii. Alternate deadhead is not applicable to Flight Attendants on reserve.
  - iv. Requests are subject to Crew Scheduling approval.
- b. Alternate Deadhead from flight duty:  
When the last scheduled leg(s) of a trip contains a deadhead leg(s) from flight duty, a Flight Attendant may request to be released from duty or to utilize alternate transportation from the flight duty point.
- i. The alternate deadhead may only be requested on the last day of the trip at the point of the last deadhead leg(s) to domicile.
  - ii. Alternate deadhead is not applicable to Flight Attendants on reserve.
  - iii. Requests are subject to Crew Scheduling approval.

## **L. Junior Assignment**

1. When necessary to protect the integrity of flight schedules, Flight Attendants on their scheduled day off may be assigned open flying not otherwise covered, by assigning the flying to the most junior available Flight Attendant in the domicile; if none is available, then to the most junior available Flight Attendant system-wide.
2. Junior assignments may not be made more than twenty-four (24) hours before the section is scheduled to be flown.
3. A Flight Attendant will not be junior assigned more than three (3) days in a month and not more than ten (10) days in a year, except that a Flight Attendant scheduled to receive the minimum days off in a month will not be junior assigned more than two (2) days. A Flight Attendant available for flight duty for less than one-half (1/2) of a month who has prorated minimum days off may only be junior assigned one (1) day.
4. A Flight Attendant will not be junior assigned for reserve duty.
5. A Flight Attendant will not be junior assigned on a Golden Day.

6. Compensation for junior assignment is as noted in Section 3. **K.**

**M. Early Reports and Extensions**

A Flight Attendant may be required to report earlier than her/his scheduled report time or her/his duty may be extended beyond her/his originally scheduled release time, subject to the following:

1. A Flight Attendant will not be required to report more than three (3) hours before her/his scheduled report time or to remain on duty more than four (4) hours after her/his originally scheduled release time. However, in order to complete a round trip, a Flight Attendant may be required to remain on duty for up to five (5) hours after her/his originally scheduled release time.
2. A Flight Attendant will not be required to report early on the first day of the trip or be extended on the last day of the trip, or any combination thereof, more than three (3) times in one (1) month or more than ten (10) times in any year. Premium pay under Section 3. **I.** applies only to early reports on the first day of the trip and/or to extensions on the last day of the trip. Early reports on other than the first day of the trip and extensions on other than the last day of the trip will not qualify for premium pay under Section 3. **I.** of the Agreement or count towards the limits set forth in this paragraph.

**N. Records of Junior Assignments, Extensions, Early Reports, and Reserve Assignments.**

1. At the request of the MEC/LEC President or her/his designee, the Company will make available for her/his review computer records of junior assignments, extensions and early reports.
2. The Company will maintain records of Flight Attendants assigned to reserve during the month, their schedules and assignments and "first out, last out" preferences. Such records will be made available to the MEC/LEC President or her/his designee, upon request.
3. All such records will be retained for ninety (90) days

**O. Duplicate Assignments**

If two (2) or more Flight Attendants are awarded or assigned to the same section or trip, the most senior will have the option of whether to fly the section or trip.

The Flight Attendant(s) not flying may be released from duty or reassigned within two hours (2:00) to other duty pursuant to Section 3. **D.** If the affected Flight Attendant is working on a scheduled day off, Sections 3. **K.** (Junior Assignment Pay) and H. (Day Off Pay) shall also apply.

**P. Equipment Downgrade**

1. In the event of an equipment downgrade wherein the Flight Attendants are all lineholders, and the Company is going to release one of the Flight Attendants from the trip, the Company will contact the most senior Flight Attendant and offer her/him the choice to remain on the trip or be released from the trip. If Crew Scheduling is not able to make positive contact with the more senior Flight Attendant, and will be releasing one of the Flight Attendants, Crew Scheduling will automatically release the senior Flight Attendant from the trip. If the senior Flight Attendant is released from the trip, s/he will be credited with the time for the trip. The senior Flight Attendant who is not released and chooses to not remain on the trip may be reassigned to other flight duty pursuant to Section 3.D. The junior Flight Attendant who is removed from the trip may be reassigned to other duty pursuant to Section 3.D.
2. **In the event of an equipment downgrade which involves one (1) Reserve Flight Attendant, Crew Scheduling will automatically release or re-schedule the Reserve Flight Attendant. In the event that both Flight Attendants are on Reserve, Crew Scheduling will choose or re-scheduled based on operational requirements and remaining availability.**

**Q. Notification**

1. Whenever Crew Scheduling contacts a Flight Attendant, the caller shall identify herself/himself as a crew scheduler at the beginning of the call.
2. A Flight Attendant who has not reported by the designated show time but who subsequently reports prior to departure may be allowed to take her/his trip, subject to Crew Scheduling approval.
3. The Company may not contact a Flight Attendant during any minimum rest period for purposes of advising him or her of a scheduling or rescheduling change or any other assignment except during the first or last hour of the rest. The Company may contact at any time during such rest for a family emergency.
4. Crew scheduling will not discuss discipline or potential discipline with Flight Attendants.
5. Flight Attendants are not obligated to answer their telephones during periods when the collective bargaining agreement does not require them to be contactable.

6. **The Company will use its best efforts to avoid changes in Flight Attendants' schedules but when they become unavoidable because of operational necessity, Flight Attendants will be given timely notice.** The Company will notify a Flight Attendant of a schedule change, a delay in excess of one (1) hour on the first leg of each duty day, or a cancellation as far in advance as practicable. Unless she is on reserve availability status, the Company will only contact a Flight Attendant between the hours of 2200 and 0800 because of personal or family emergency or because of a schedule change, a delay in excess of one (1) hour, or a cancellation. The Company will time the contact to minimize the disruption of a Flight Attendant's rest.

## SECTION 9 - RESERVE FLIGHT ATTENDANTS

- A. Reserve lines will be published in accordance with **Section 8**. The Company will maintain an adequate number of Flight Attendants on reserve reasonably necessary to fill the needs of the Company, as determined by the Company.
- B. A Flight Attendant scheduled for reserve is required to contact Crew Scheduling no later than 2100 on the day before beginning her/his block of reserve days.
- C. **Long-Call Reserve**
  - 1. The reserve availability period (RAP) for a Long Call Reserve is continuous beginning at 0001 local-time (LT) at her/his domicile on the first day of reserve in a block of reserve days and ending at 1200 LT at her/his domicile on the last day of reserve in a block of reserve days. If a Long Call Reserve has not been given an assignment by 1200 LT at her/his domicile on her/his last day of reserve in a block of reserve days, s/he will be automatically released to her/his day(s) off.
  - 2. A Long Call Reserve Flight Attendant will not be required to report for duty earlier than twelve (12) hours from the time the Company notifies her/him of her/his first flight assignment in a block of reserve days.
  - 3. A Long Call Reserve Flight Attendant will not be required to report for an assignment before 0900 LT at her/his domicile following a day off.
  - 4. Once a Long Call Reserve has commenced a reserve flight assignment, the twelve (12) hour notification requirement will not apply to any modifications to the trip being flown or to subsequent flight assignments during her/his current block of reserve days and will not constitute a conversion, except as provided in paragraph 5. below.
  - 5. Once a Long Call Reserve has completed a reserve flight assignment and has been released from duty with no subsequent flight assignment, s/he will not be required to report for subsequent duty earlier than 12 hours from her/his subsequent notification of a flight assignment. Any notification of less than twelve (12) hours under this provision will be considered a conversion.
  - 6. Crew Scheduling will not contact a Long-Call Reserve Flight Attendant between 0001 to 0500 LT at her/his domicile unless the twelve (12) hour notification requirement will not be met.
  - 7. Crew Scheduling may convert a Long-Call Reserve Flight Attendant to a Short-Call Reserve Flight Attendant in blocks of reserve days or reserve days remaining in a block provided all the following conditions are met:

- a. The Flight Attendant is given twelve (12) hours notification.
- b. The Flight Attendant is not converted more than two (2) times during the bid period.
- c. The Flight Attendant is assigned a reserve availability period (RAP) in accordance with paragraph D.1., below.
- d. The Flight Attendant is placed back on long-call status if operational requirements are met.

**D. Short-Call Reserve**

1. The reserve availability period (RAP) for a Short-Call Reserve will be no longer than fourteen (14) hours.
2. The start time of the RAP for the first day of availability in a block of reserve days will not be changed without the consent of the Flight Attendant.
3. A Short-Call Reserve will report no later than **two (2)** hours after being contacted, except for **Knoxville (TYS) where the report time will be one (1) hour.** Flight Attendants will make every effort to report earlier if needed. If the Company opens a new domicile, the Company and the Union will meet and confer over appropriate report times for reserves in the new domicile.

**E. Ready Reserve**

1. A Reserve Flight Attendant may be assigned to be on Ready Reserve at the airport on any scheduled reserve day. Ready Reserve will not exceed three (3) consecutive days. Ready Reserve may be assigned to Flight Attendants for periods of up to eight (8) hours. Ready Reserve is duty time. A Flight Attendant on Ready Reserve must be assigned a trip(s) or portions of a trip(s) and ferry flight(s) scheduled to commence within the eight (8) hour period. Upon completion of a Ready Reserve assignment, a Flight Attendant who has not been assigned will be released for the remainder of the day or for legal rest, whichever is longer.
2. **Short call reserve Flight Attendants who have the greatest reserve availability will be selected to sit ready reserve in reverse seniority order (i.e. Most junior available short call reserve Flight Attendant from the 5 day bucket for the domicile in need, will be assigned ready reserve before assigning ready reserve to a short call Flight Attendant in the 4 day bucket)**
3. **Ready Reserves will not be utilized for an assignment that is more than the reserve call-out time plus the report time, except if the reserve crewmember assigned is the only reserve crewmember in domicile.**

4. **Ready Reserve Flight Attendants are to be utilized as a final protection for schedule integrity. For this reason, a Flight Attendant who has commenced a ready reserve assignment must remain phone contactable, even if notified of a flight assignment, in the event a change is necessary to protect the integrity of the operation.**
5. A Flight Attendant on ready reserve will receive per diem at the rates set forth in Section 6.
6. The Company will provide a room for Ready Reserve separate from the crew lounge at domiciles where the Company uses Ready Reserve.

F. **Reserve Trip Assignment**

1. Reserve Flight Attendants may indicate a preference for being “first out” or “last out” (“FOLO”) during any period of reserve duty by contacting Crew Scheduling at least seventy-two (72) hours prior to the beginning of such block of reserve days.
2. FOLO preferences will be honored in seniority order in the applicable Long-Call or Short-Call Reserve availability period, based on days and time of availability unless to do so would result in a conflict with another provision of this Agreement or the FARs.
3. **The company will utilize a bucket system to assign flying to reserve Flight Attendants using the following types of reserve crewmember designations:**
  - a. Long Call Reserve – a reserve crewmember with a minimum call out of 12 hours.
  - b. Short Call Reserve – a reserve crewmember with a call out requirement as provided in Section 9.D.3
  - c. Ready Reserve – a reserve crewmember who is sitting a reserve availability period while physically located at the airport.
4. **All reserve Flight Attendants will be categorized each day according to the number of available reserve days that are remaining in the Flight Attendant’s applicable reserve period. The “one-day bucket” will contain all of those crewmembers in a base that have one day of reserve availability. The “two-day bucket” will contain all of those crewmembers in a base that have two days of reserve availability. The “three-day bucket”, will contain all of those crewmembers in a base that have three days of reserve availability. The “four-day bucket”, will contain all of those crewmembers that have four days of reserve availability, and so on.**

5. **Flight Attendants will be matched to trips in seniority order with in the bucket. Flight Attendants who indicate a first out preference, will be honored in seniority order within the bucket for purposes of trip assignment.**
  - a. Crew Scheduling will notify the Flight Attendant being assigned the trip.
  - b. Flight Attendants will have fifteen (15) minutes to respond to the initial message left by Crew Scheduling for the purpose of trip assignment for both Long Call and Short Call Assignments.
  
6. **Call-out time permitting, all long-call reserves will be utilized prior to short-call reserves. Call-out time permitting, all short-call reserves will be utilized prior to ready reserves. Namely, trips with report times of twelve hours or more will be assigned first to long-call reserves; trips with report times less than twelve hours and more than the applicable call-out period will be assigned to short-call reserves; and trips with report times of less than the applicable call-out period will be assigned to ready reserves.**
  
7. **Assignments to reserve Flight Attendants will be made in the following order:**
  - a. Long-call from the bucket that contains the same number of reserve days available as the days of the assignment.
  - b. Long-call from the bucket that contains one (1) more day of reserve availability than the assignment requires. This step is repeated with successively longer bucket lengths until all long call buckets have been considered.
  - c. Short-call from the bucket that contains the same number of reserve days available as the days in the assignment and within the on-call period selected by the Company to cover the assignment.
  - d. Short-call from the bucket that contains one (1) more day of reserve availability than the assignment requires and within the on-call period selected by the Company to cover the assignment. This step is repeated with successively longer bucket lengths until all the short call buckets have been considered.
  - e. Crew scheduling will assign the trip to a short-call reserve using the process outlined in paragraph F.7.c. and F.7.d, above, and adjust the report time if necessary.

8. **The company may, at its discretion, split trips, including trip adds requested on days off by any Flight Attendant in order to provide for more efficient use of reserves.**
  9. **At such time an automated means of reserve selection and notification becomes available, the Company will implement.**
- G. Once notified of a trip assignment, **Long and Short Call reserve** Flight Attendants need not be available for contact on the day the trip begins until report time.
- H. A Flight Attendant is required to contact Crew Scheduling at the end of her/his RAP or flight assignment. During this contact, a Flight Attendant on reserve will be advised as follows:
1. Long-Call Reserve

A Long-Call Reserve Flight Attendant who has completed a flight assignment will be given an additional flight assignment, be converted to Short-Call Reserve, or be released from duty.
  2. Short-Call Reserve
    - a. A Short-Call Reserve Flight Attendant who has completed a flight assignment shall be given an additional flight assignment, be required to remain on reserve or ready reserve for the remainder of her/his RAP, or be released into legal rest. A Flight Attendant released into legal rest shall be notified of the start time of either her/his next RAP, ready reserve period, or her/his next flight assignment.
    - b. A Short-Call Reserve Flight Attendant who has completed her/his RAP shall be notified of the start time of either her/his next RAP, ready reserve period, or her/his next flight assignment.
    - c. A Flight Attendant's RAP may be shifted up to four (4) hours earlier or later than the start of the Flight Attendant's initial RAP. This restriction does not apply to a RAP adjustment to cover a continuous-duty overnight (CDO), as noted in paragraph d., below.

Example: A Short-Call Reserve has been awarded a RAP on her/his first day of a block of reserve days between 1000 and 2400. Her/his RAP may be shifted on subsequent reserve days to start no earlier than 0600 (ending no later than 2000) or start no later than 1400 (ending no later than 0400).

- d. If a Flight Attendant's initial RAP within a block of reserve days is adjusted more than four (4) hours to cover a CDO, the Flight Attendant will remain on the adjusted RAP for the remainder of the Short-Call Reserve days within the block. Such adjustment will take place the day prior to the CDO.
- I. Reserve Flight Attendants who have not received an assignment by the end of the RAP will not be required to be available for call out until the start of the next RAP.
- J. For purposes of calculating days off, a reserve day will not be considered a day off.
- K. A Flight Attendant **on reserve** will not be assigned a trip earlier than forty-eight (48) hours before scheduled departure of the trip but will be notified as soon as practicable thereafter.
- L. When a Flight Attendant on reserve has a scheduled reserve day on the last day of the month and a day off on the first day of the next month, s/he may be assigned an overnight trip, provided that s/he is released from duty before the end of the first day of the month.
- M. Reserve Flight Attendants may use a cell phone at their own cost while on reserve duty provided:
  - 1. They inform Crew Scheduling of the current contact number to be used.
  - 2. They ensure that the method of contact is operable and within range.
- N. A Flight Attendant who trades her/his first day of reserve in a block of reserve days in accordance with Section 8.**I** will forfeit the known RAP.

**Examples of Trading a Block of Reserve Days:**

**A flight Attendant who trades her first day of reserve in a block of reserve days will forfeit the known RAP.**

**Example #1**

**Day 1 RAP is 0500–1900**

**Day 2 RAP is 0900–1700**

**Day 3 RAP is 0900–1700**

**FA trades Day 1 Reserve (and thus forfeits the day) and moves it to Day 10. In this example, FA forfeits the 0500–1900 RAP on Day 1. Day 2 RAP is now subject to change because it is now the first day in a block of reserve days. RAP on Day 10 is also subject to change.**

1 0500-1900 (Trade to Day 10). This now becomes an "Off" day.	2 1000-1700* This is now the "new" 1 <sup>st</sup> day and the RAP is subject to change up to 4 hours	3 1000-1700*	4 1000-1700*	5 1000-1700*	6 1000-1700*	7 Day off
8 Day off	9 Day off	10 1000-1700* This is now the "new" 1 <sup>st</sup> day and the RAP is subject to change up to 4 hours	11 0500-1900	12 1000-1700*	13 1000-1700*	14 1000-1700*

\* The 1000-1700 time period noted above on RAP Days 2, 3, 4, 5, 6, 10, 12, 13 and 14 is a default place holder to indicate that the RAP on such Days is subject to an adjustment up to a maximum of 4 hours, but no more than 4 hours from the Day 1 RAP time period parameters as published in the Reserve Line Award. Day 11 is also subject to change because it is now Day 2 in the RAP sequence.

**Summary:**

**When a Flight Attendant changes the first day of a block of reserve days, he/she will forfeit the known RAP and the RAP may be shifted up to 4 hours earlier or later than the start of the Flight Attendant’s awarded RAP.**

**Example #2**

**Day 14 RAP is 1000–1700 and is the last day in a block of reserve days.**

**FA trades Day 14 Reserve and moves it to the Day 9. Day 9 now becomes the first day in the block of reserve days and the RAP is now subject to change.**

1 0500- 1900	2 1000- 1700*	3 1000- 1700*	4 1000- 1700*	5 1000- 1700*	6 1000- 1700*	7 Day off
8 Day off	9 1000- 1700* Moved from Day 14. RAP is subject to chang e up to 4 hours	10 0500- 1900 RAP is subject to change up to 4 hours	11 1000- 1700*	12 1000- 1700*	13 1000- 1700*	14 1000- 1700* (Trade to Day 10). This now become s an “Off” day.

\* The 1000-1700 time period noted above on RAP Days 2, 3, 4, 5, 6, 11, 12 and 13 is a default place holder to indicate that the RAP on such Days is subject to an adjustment up to a maximum of 4 hours, but no more than 4 hours from the Day 1 RAP time period parameters as published in the Reserve Line Award. Day 9 and Day 10 are also subject to change.

**Summary:**

**When a Flight Attendant changes the 1<sup>st</sup> day of a block of reserve days, he/she will forfeit the known RAP and the RAP may be shifted up to 4 hours earlier or later than the start of the Flight Attendant’s awarded RAP.**

O. A Reserve Flight Attendant who is working or junior assigned on a scheduled day off shall be treated the same as a line holder for purposes of premium pay, early reports, extensions and junior assignment limitations.

P. **Assignments, Extensions, Early Reports, and Reserve Assignments.**

1. At the request of the MEC/LEC President or her/his designee, the Company will make available for her/his review computer records of junior assignments, extensions and early reports.
2. The Company will maintain records of Flight Attendants assigned to reserve during the month, their schedules and assignments and "first out, last out" preferences. Such records will be made available to the MEC/LEC President or her/his designee, upon request.
3. All such records will be retained for ninety (90) days

Q. Reserve Flight Attendants may trade a reserve day or days off and pick up trips from open time on scheduled days off, provided the flying does not conflict with:

1. any contractual or FAR legality,
2. a scheduled trip or
3. A Reserve Availability Period (RAP).

R. **The Reserve Flight Attendant will be returned to base on the earliest available flight consistent with the needs of the operation and availability of coverage and released from duty provided there is other Reserve coverage available.**

S. **A Reserve Flight Attendant who is working or junior assigned shall be treated the same as a lineholder for the purposes of premium pay, early reports, extensions, and junior assignment limitations.**

T. **Reserve Assignment Transparency**

1. **The company shall provide reserve transparency via FLICA or a comparable electronic application. Reserve transparency, by domicile, will include, but not be limited to:**
2. **Reserve grid (actual, net, and projected coverage) posted with the final schedule for all of the following month and updated in real time;**
3. **A list of Flight Attendants currently on reserve in each base and status, their names and seniority numbers;**

4. Each reserve Flight Attendants reserve type, reserve start time, number of remaining reserve days, projected credit, month-to-date credit, projected block, last flight assignment, next flight assignment, if assigned;

## SECTION 10 - LEAVES OF ABSENCE

### A. **Personal Leave of Absence**

Upon written request, a Flight Attendant may be granted a personal leave of absence not to exceed six (6) months. Such leave may be extended by the Company for additional periods not to exceed thirty (30) days each. When a personal leave of absence is granted, the Flight Attendant will continue to accrue seniority but not longevity. A Flight Attendant returning from a personal leave of absence will be returned to her/his former domicile if it still exists. If the domicile no longer exists, the Flight Attendant may exercise her/his seniority to bid for any other domicile. If a Flight Attendant on a personal leave would have been furloughed during the leave, s/he will be placed on furlough status in accordance with Section 19.

### B. **Medical Leave of Absence**

Upon written request, and based upon satisfactory medical evidence, a Flight Attendant will be granted a medical leave of absence for a continuous period of up to three (3) years. When a medical leave of absence is granted, a Flight Attendant will continue to accrue seniority. A Flight Attendant will accrue longevity for the first thirty (30) days of such leave. When returning to work a Flight Attendant must present medical documentation from her/his physician to her/his Inflight Manager indicating she/he is eligible to return to work. A Flight Attendant returning from a medical leave of absence may exercise her/his seniority to return to her/his former domicile. If the Flight Attendant has insufficient seniority to hold a position at her/his former domicile, she/he may exercise her/his seniority to fill a position at another domicile. Pregnancy disability is covered under medical leaves of absence.

### C. **Bereavement Leave**

In the event of a death in the Flight Attendant's immediate family (mother, father, step-parent, mother-in-law, father-in-law, step-parent-in-law, sister, brother, spouse, **domestic partner (as defined in the travel policy)**, children, including children for whom a Flight Attendant is a legal guardian, grandchildren, or grandparents), the Flight Attendant will be granted leave from all duties with the Company for up to five (5) consecutive work days, including the date of the funeral, or up to any five (5) work days mutually agreed upon by the Flight Attendant and the Director of Inflight, or designee. The Flight Attendant will be granted 3.5 hours credit for each duty day of leave, up to a maximum of three (3) days. The Flight Attendant may, at her/his option, be paid for 3.5 hours credit for each of up to two (2) additional days of bereavement leave from accrued sick leave. The Flight Attendant will accrue seniority and longevity while on bereavement leave. Unusual circumstances concerning other than immediate family members or the amount of time needed will be addressed on a case-by-case basis.

#### **D. Workers' Compensation Leave**

1. Flight Attendants who are unable to report for duty as a result of an on the job injury or illness covered by Workers' Compensation will receive benefits pursuant to applicable state law. Seniority and longevity will continue to accrue while on such leave for a period of **up to three (3) years**. The Flight Attendant will retain and accrue vacation for the purpose of determining her/his number of vacation weeks upon return to duty (in accordance with the accrual chart in Section 5.A.1.) For example, a Flight Attendant with 6 years of service goes on Workers' Compensation leave on August 1, 2012. She returns to duty on August 1, 2014. Her/his longevity would qualify for 3 weeks of vacation.
2. A Flight Attendant may use accrued sick leave on any days of duty missed because of a waiting period imposed by State law. Insurance will continue during a worker's compensation leave of absence in accordance with Company policy.

#### **E. Jury Duty/Court Summons**

1. A Flight Attendant who is summoned to jury duty will notify his or her Inflight Manager as far as possible in advance of the scheduled jury duty. An Inflight Manager is to be notified immediately after release from jury duty in order that the Flight Attendant may return to duty the next scheduled work day. A Flight Attendant will be paid for each jury duty day falling on a scheduled duty day, less jury duty pay. A Flight Attendant must provide the Inflight Manager a written statement from the court showing the jury duty pay received.
2. If a Flight Attendant receives a summons to appear in court, s/he will be removed from the schedule without pay; however, a Flight Attendant will make reasonable efforts to try to trade a conflicting trip or move the court appearance. A Flight Attendant who is summoned to appear in court and wishes to be released from work will provide a copy of the summons to the Director of Inflight immediately upon receipt. A Flight Attendant summoned to appear in court by the Company will be pay protected.

#### **F. Military Leave**

Military leave will be granted in accordance with applicable law. Notification of such leave is to be submitted via the Company's Military Request Form along with the military orders. A Flight Attendant may elect to be paid any earned vacation at the beginning of such leave and will continue to receive free and reduced rate travel benefits in accordance with the governing travel policy. The Flight Attendant will retain and accrue vacation for the purpose of determining her/his number of vacation weeks upon return to duty (in accordance with the accrual chart in Section 5.A.1.) For example, a Flight Attendant with 6 years of service goes on Military leave on August 1, 2012. She returns to duty on August 1, 2014. Her/his longevity would qualify for 3 weeks of vacation.

## G. Family and Medical Leave (FMLA)

1. Family and Medical Leave (FMLA) will be granted in accordance with applicable law.
2. Hours spent in training will be counted toward eligibility for FMLA.
3. A Flight Attendant on FMLA will continue to accrue seniority. A Flight Attendant will accrue longevity for the duration of such leave.
4. If any applicable state law grants greater benefits than the federal law or this Agreement, the state law will control.
5. After 12 months of active service, a Flight Attendant will be eligible for FMLA leave if s/he has at least 504 credit hours in the last 12 months.
6. Flight Attendants taking FMLA leave for their own illness will first utilize sick leave to compensate the Flight Attendant for the value of flying time lost by deducting the amount from the Flight Attendant's sick leave account. When a Flight Attendant's sick leave account balance is zero, the Flight Attendant's vacation bank will be deducted in the amount of time lost. If a Flight Attendant has no remaining vacation bank, no deduction will be made to the Flight Attendant's vacation bank and the FMLA leave will be unpaid. The amount of vacation bank available will only be that accrued or expected to be accrued in the calendar year at the time the FMLA leave is taken.

EXAMPLE: A Flight Attendant has a Serious Health Condition and has been certified eligible for FMLA on April 1, 2013. The Flight Attendant has two weeks of vacation remaining in 2013 and will earn 3 weeks in 2014. The Flight Attendant will only be deducted two weeks of vacation throughout the duration of her/his FMLA leave in 2013 ( 42 hours) after her/his sick bank has been exhausted. When the Flight Attendant utilizes FMLA leave in February 2014, he/she will have his/her vacation bank debited, and he/she will be paid for up to three weeks vacation in that year, assuming his/her sick bank has been exhausted.

7. A Flight Attendant certified for FMLA for reasons other than his/her own illness will not be eligible to utilize sick leave, but will have vacation time deducted from the Flight Attendant's vacation bank in the amount of time lost. If a Flight Attendant has no remaining vacation bank, no deduction will be made to the Flight Attendant's vacation bank and the FMLA leave will be unpaid. The amount of vacation bank available will only be that accrued or expected to be accrued in the calendar year at the time the FMLA leave is taken.

8. A Flight Attendant whose vacation bank has been depleted or reduced as a result of use for FMLA leave will be permitted to take her/his originally scheduled week(s), regardless of the time remaining in her/his vacation bank. Such Flight Attendant must notify Human Resources at the time of the FMLA certification or, if already certified, within 15 calendar days of subsequent yearly vacation awards, whether s/he wishes to retain some or all of her/his awarded vacation week(s) and, if so, which individual week(s). If a Flight Attendant fails to elect this option at either of these times and her/his vacation bank balance is zero, her/his vacation week(s) will be removed at the time her/his monthly schedule is awarded. If a Flight Attendant's vacation balance has been depleted by a full week(s), the Flight Attendant's vacation week(s) will be removed at the time her/his monthly schedule is awarded. A Flight Attendant whose hourly vacation balance is less than a full vacation week's credit (but not zero) at the time her/his monthly schedule is awarded must take her/his awarded vacation week and will receive the remaining partial credit, if credits are still available for that week. If a Flight Attendant's unpaid but retained vacation week(s) is cancelled under Section 5.D., only Sections 5.D.2.b or 5.D.2.c will apply to such week(s). Unpaid but retained vacation week(s) will also be moveable and tradable per Section 5.B.
9. Payment of sick benefits and vacation benefits for FMLA-qualifying leave will not be paid at the same time a Flight Attendant is receiving either disability or Workers' Compensation benefits. The Flight Attendant will use his/her sick leave then vacation time during the waiting period for short term disability or Workers' Compensation insurance but will have no additional deductions from either bank once insurance payment begins.

#### H. **Other Employment**

Flight Attendants who, without prior consent of the Company, engage in other employment while on leave of absence will be deemed to have resigned and their names will be removed from the System Seniority List. Company consent will not be unreasonably withheld.

#### I. **Personal Days**

If a Flight Attendant requires a day off for personal reasons, she or he will be granted up to three (3) days off in a year. Requests for personal days off must be made as far in advance as possible and will be granted provided there is adequate staffing. **Unused Personal Days will be rolled over to the next calendar year, but at no time will the Flight Attendant have more than 6 personal days available.** A Flight Attendant granted personal day(s) off may, at her/his option, be paid for such day(s) from accrued sick leave.

#### J. **Return From Leave of Absence**

When a Flight Attendant returns from a leave of absence and has de-qualified, the Company will have up to thirty (30) days to place the Flight Attendant in

requalification training. The Flight Attendant will resume pay status in accordance with this Agreement at the time that s/he commences requalification training.

Leave of Absence Chart

Type of Leave	Duration	Seniority Accrual	Longevity Accrual	* Travel Benefits	**Insurance Benefits	Sick Accrual	Vacation Accrual
Personal	Up to six months; extend by 30 day periods	Retain and accrue	Retain	Per Company Travel Policy	Yes, until end of month; otherwise COBRA	Retain	Retain
Medical	Up to three years	Retain and accrue	Retain for duration and accrue for 30 days	Per Company Travel Policy	Coverage continues based on Company longevity; otherwise COBRA	Retain	Retain and accrue in accordance with 5.A.3
Bereavement	Up to five days for immediate family	Retain and accrue	Retain and accrue	Per Company Travel Policy	Yes	Retain and accrue	Retain and accrue
Workers' Comp	Defined by applicable law	Retain and accrue	Retain and accrue	Per Company Travel Policy	Coverage continues based on Company longevity; otherwise COBRA	Retain <u>and</u> accrue in accordance with D.1 and 4.A	Retain and accrue in accordance with <u>Section D.1. and 5.A.3</u>
Jury/Civic Duty	Indefinite (as long as required)	Retain and accrue	Retain and accrue	Per Company Travel Policy	Yes	Retain and accrue	Retain and accrue
Family and Medical	12 weeks per year, if meet legal criteria	Retain and accrue	Retain and accrue	Per Company Travel Policy	Yes	Retain <u>and</u> accrue in accordance with 4.A	Retain and accrue in accordance with 5.A.3
Personal Days	Unlimited based on operational need	Retain and accrue	Retain and accrue	Per Company Travel Policy	Yes	Retain and accrue in accordance with 4.A	Retain and accrue in accordance with 5.A.3

Military Leave	Up to five years, unless involuntarily detained longer	Retain and accrue	Retain and accrue	Per Company Travel Policy	Coverage continues based on Company longevity; otherwise COBRA	Retain	Retain and accrue in accordance with <b><u>Section 5.A.3</u></b>
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\* Illustrates the governing travel policy which is subject to change

\*\* Employee must continue monthly premium

## SECTION 11 - UNIFORMS

- A. A Flight Attendant will wear the standard uniform prescribed in Company regulations at all times while on duty or in connection with any event where the Flight Attendant is identified as a Company Flight Attendant.
- B. The Flight Attendant will be responsible for the purchase of her/his initial standard uniform and accessories, which will be purchased at the Company's cost. Optional or additional uniform items may be purchased by a Flight Attendant at the Company's cost. Payment will be on either a cash or payroll deduction basis over a twelve (12) month period. For the initial uniform and accessories, a Flight Attendant may payroll deduct up to a maximum of seven-hundred dollars (\$700.00). Thereafter, a Flight Attendant may payroll deduct up to a maximum of three-hundred dollars (\$300.00) per year. For purchases other than the initial uniform, amounts over the uniform allowance will be payroll deducted in equal installments over ten (10) pay periods, with a minimum payment of twenty-five dollars (\$25.00) or the remaining balance, whichever is greater, per payroll period.
- C. **The Company will provide, at no charge to the Flight Attendant, two (2) set of wings and two (2) name bars.**
- D. **A Flight Attendant who has completed twelve (12) months of service with the Company will be credited with five hundred dollars (\$500.00) every twelve (12) months as a replacement and cleaning allowance. A Flight Attendant's uniform account may not exceed eight hundred dollars (\$800.00).**
- E. A required uniform piece that is damaged as a direct result of a Flight Attendant performing her/his duties on an aircraft (e.g., torn on sheet metal, ruined by aircraft hydraulic fluid, etc.) will be replaced or restored to a wearable condition by the Company, subject to approval by the Director of Inflight, or designee.
- F. If the Company initiates a change in a required uniform piece and the Flight Attendants are no longer permitted to wear the changed piece, Flight Attendants will be provided with a new required uniform piece at Company expense. Any remaining balance on prior uniform pieces will continue to be deducted until fully paid.
- G. Any balance remaining at the time of resignation or termination will be deducted from the Flight Attendant's final pay check. If there are insufficient funds, the balance remaining will become immediately due and payable and the uniform will become the property of the Flight Attendant. The wings will remain the property of the Company.
- H. The Company will consider the recommendations of the Union's Flight Attendant uniform committee.

- I. Payroll deductions for uniforms will be suspended during any furlough or leave of absence which exceeds thirty-one (31) days.
- J. Flight Attendants may wear the current official Union insignia on their uniforms.
- K. A Flight Attendant will be permitted to purchase uniform items that conform with the standards prescribed in Company regulations (e.g. luggage, lunch boxes) from a vendor of her/his choice with approval from the Director of Inflight or her/his designee. A Flight Attendant may submit receipts from the purchase of such items for reimbursement, to the extent that she/he has sufficient credit in her/his uniform replacement allowance bank.
- L. The basic uniform items will be as follows subject to requirements of the Company's parent. Should requirements result in a change to the basic uniform, the parties will meet and mutually agree to reasonable alternatives.

<u>Item</u>	<u>Male</u>	<u>Female</u>	<u>Comment</u>
2-button jacket	1	1	
Pants	4	N/A	
Pant/Shirt/Skort	N/A	3	1 each or 3 of one piece
Dress (may be substituted for 1 additional bottom piece)	N/A	1	
Cardigan or Sweater	1	1	
Shirt / Blouse (Short or long sleeve)	4	4	Any style/color is acceptable
Ties/Scarves	2	2	
Apron	1	1	
Belt	1	1	
Winter Coat	1	1	

## SECTION 12 - SENIORITY

### A. Seniority Accrual

Flight Attendant system seniority will accrue from the date of commencement of initial Flight Attendant training. Two or more Flight Attendants beginning training on the same day will have relative seniority established on the basis of date of birth, with the older Flight Attendant being more senior. Where there are common birth dates, seniority will be established on the basis of the last four digits of social security numbers, the lowest four numbers being first.

### B. Seniority List Posting

The Flight Attendant seniority list will be updated monthly and posted on the Company website for review by the Flight Attendants on the date that the bid packets become available. The posting date will be noted on the face of the document. The Company shall provide a copy of the seniority list in electronic format each month to the MEC/LEC President.

### C. Seniority List Discrepancies

Any alleged error or omission affecting a Flight Attendant's seniority on any seniority list will be protested by the affected Flight Attendant or the Union, in writing, to the Director of In-flight Services with a copy to the Union. Protest must be filed with the Company within thirty (30) days following the posting.

### D. Seniority Loss

1. Seniority will be forfeited in the event of resignation, termination, retirement, absent without leave (AWOL), or continuous furlough in excess of seven (7) years, or permanent transfer to a position outside the In-flight Services Department.
2. Transferees to In-flight Services Department management positions who are on the System Seniority List as of the date of signing, as well as future transferees, will continue to retain and accrue seniority **up to five (5) years** and retain **such seniority after the five (5) year period**.
3. Persons who would otherwise lose seniority under this Section may not return to the line for a brief period in order to circumvent the provisions of this Agreement.

### E. Except as otherwise provided in this Agreement, seniority will govern bidding rights, displacement, furlough and recall, vacation selection and the filling of vacancies.

F. **Management Flying**

Inflight Service Department management personnel will not bid lines **of flying, but may pick up flying** when necessary to prevent cancellation, delays, junior assignments; to retain currency **and/or proficiency**; and to perform check rides for Check Flight Attendants. Inflight trainers may administer check rides to line Flight Attendants for quality control purposes, but this will not be a regular occurrence and is not intended to supplant the Check Flight Attendants. The Company will notify the MEC/LEC President or designee the name, date and flight number when a member of Inflight Service Department management flies under the provisions of this paragraph.

## SECTION 13 - PROBATION

- A. A Flight Attendant will be on probation for the first six (6) months of active service with the Company as a Flight Attendant. Active service begins upon completion of Flight Attendant initial classroom training. **The Company may extend a Flight Attendant's probation for a period of up to ninety (90) days. The Union will be advised of all extensions.**
  
- B. During the probationary period, the Company may discipline, suspend or discharge a Flight Attendant at its sole discretion. A Flight Attendant will not have access to the Grievance Procedure and System Board of Adjustment to protest such discipline, suspension or discharge.

## SECTION 14 - UNION BUSINESS

- A. A representative of the Union will be permitted to utilize a training classroom to address new hire Flight Attendants during a training day. Individual arrangements will be established by the training department and the Union representative.
- B. One Flight Attendant who is elected or appointed to a national position with the Union will, upon application to the Company, be granted a leave of absence for the term of the position. If re-elected, the leave will be extended. **Such Flight Attendant will continue to retain and accrue seniority.** Free and reduced-rate travel benefits over the lines of the Company will be continued on the same basis as an active Flight Attendant for the employee and eligible dependents, in accordance with the governing travel policy. The Flight Attendant may, at her/his option, continue participation in any or all Company group health and retirement plans to the extent permitted by law, subject to payment of requisite premiums and contribution(s) required to maintain such benefit coverage.
- C. Operational requirements permitting, the Company will honor all requests for the release of Flight Attendants for reasonable and necessary time off for Union business. A Flight Attendant released to perform Union business will retain and continue to accrue seniority and all benefits as if s/he had not been released from duty. A Flight Attendant released to perform Union business will continue to accrue all benefits as if s/he had been on active duty for any month in which the Flight Attendant is released to perform Union business.
- D. The MEC/LEC President or designee will be allowed use of Flight Attendant V- files and bulletin board space at each domicile for distribution and posting of official Union material provided it does not contain inflammatory or derogatory remarks.
- E. The Company will absorb flight pay loss for Flight Attendants who hold local union positions when required by the Company to attend meetings.
- F. The Company will provide a Flight Attendant who is representing the Union with space positive transportation when meeting with the Company, in accordance with the governing travel policy. The Company will provide a Flight Attendant who is representing the Union with Company business space-available transportation when conducting internal Union Business related to the Company and pre-approved by the Company, in accordance with the governing travel policy. Travel requests must be submitted as far in advance as reasonably practicable and all travel requests for internal Union Business must be submitted no later than seven (7) days prior to departure.

## G. Flight Pay Loss

1. The Union will reimburse the Company for all Union leave paid to Flight Attendants as follows: the number of hours on leave paid by the Company (as directed by the MEC/LEC President) times the applicable hourly rate for each Flight Attendant; plus an additional 27% of the total to cover the cost of fringe benefits for Flight Attendants on Union leave.
2. The Company shall prepare an invoice for Union leave pay which, after review by the MEC/LEC President, will be reimbursed by the Union as provided in this Section. Such invoice shall state the Flight Attendant, employee number, date of each Union leave and credit. The invoice will be sent to the MEC/LEC President for her/him to document the section(s) number, then flight(s) numbers and rate of pay. The MEC/LEC President will then forward the invoice to the Union and a copy to the Company's payroll department.
3. Request For Time Off
  - a. Requests for Union leave shall be made to the Director, Inflight Services or her/his designee and a copy shall be sent to the Manager, Crew Scheduling. Such requests shall be signed by an officer of the LEC. Each request shall be transmitted to the Company by express delivery, hand delivery, or e-mail as far in advance of the requested leave as practicable and when possible, before the eighteenth (18<sup>th</sup>) day of the preceding month. The request will contain the names, dates and duration of the requested Union leave.
  - b. **The Union shall notify the Company promptly when leaves are canceled or terminated before the effective date of Union leave.**
  - c. **In the event of operational necessity, the Director, Inflight Services or her/his designee, or Manager, Crew Scheduling will inform the Flight Attendant and the LEC that the Company is unable to provide a release. The Flight Attendant may attempt to arrange for another Flight Attendant to fly her/his trip(s). However, the Company must approve such an arrangement in advance to ensure that both Flight Attendants will be legal and otherwise available to fly their remaining assignments during their bid period.**
4. Schedule Bidding and Compensation for Flight Attendants on Union Leave
  - a. Full Month Leave

When requested by the MEC/LEC President or her/his designee, a Flight Attendant shall be granted Union leave for a full month,

provided at the time of the request the leave is not expected to disrupt flying operations. Such Flight Attendant shall be compensated by the Company for the number of hours of the highest paying line which her/his seniority would have entitled her/him. AFA shall reimburse such leave as provided in paragraph 1, above. Such Flight Attendant shall be eligible to bid open time on any days that do not conflict with Union leave in accordance with the provisions of the Agreement.

b. Partial Month Leave

- i. When requested by the MEC/LEC President, or her/his designee, a Flight Attendant shall be granted Union leave during specific day(s) for a period less than one full month in accordance with paragraph 3, above. Such Flight Attendant shall bid a schedule and have trips dropped conflicting with the leave dates.
  - ii. The Flight Attendant shall be paid for such trips that are dropped, and AFA shall reimburse the Company for such leave as provided in paragraph 1, above.
  - iii. A Flight Attendant may be assigned or bid flying on any of the days dropped which do not conflict with Union leave, and monies earned from such flying shall be paid to the Flight Attendant.
5. The Union agrees to reimburse the Company within thirty (30) days after receipt of the Company's invoice. Such billings shall be submitted to the Union no later than thirty (30) days following the month in which the leave was paid by the Company.

## SECTION 15 - AGENCY SHOP AND DUES CHECKOFF

- A. Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union will be required, as a condition **of continued employment, within sixty (60) days following the beginning of such employment or as provided for in the Union's Constitution**, whichever is later, to pay to the Union a monthly service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge **shall** be an amount equal to the Union's regular and usual monthly dues and periodic assessments.
- B. If any Flight Attendant covered by this Agreement becomes more than sixty (60) days delinquent in the payment of her/his service charge or membership dues, the Union will notify such employee by Certified Mail, Return Receipt Requested, copy to the Director of Human Resources, that s/he is delinquent in the payment of such service charge or membership dues and is subject to discharge as a Flight Attendant from the Company. Such letter will also notify the Flight Attendant that s/he must remit the required payment within a period of fifteen (15) days or be discharged.
- C. If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the Union will certify in writing to the Director of Human Resources, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Director of Human Resources will thereupon take proper steps to discharge such Flight Attendant from the service of the Company.
- D. A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures:

A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to her/him, may submit her/his request for review in writing within five (5) days from the date of her/his notification of discharge by the Director of Human Resources above. The request must be submitted to the Director of Human Resources who will review the grievance and render his decision in writing not later than five (5) days following receipt of the grievance. The Director of Human Resources will forward his decision to the Flight Attendant, with a copy to the Union. Said decision will be final and binding on all interested parties unless appealed. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Union within ten (10) days thereafter. If the parties fail to agree upon a neutral referee within the specified period, either the Company or the Union may request the National Mediation Board (NMB) to name such neutral referee. The decision of the neutral referee will be final and binding on all parties to the dispute. The fees and charges of such neutral referee will be borne by the Union.

- E. During the period a grievance is being handled under the provisions of this Section, and until final award by the Director of Human Resources or the neutral referee, the Flight Attendant will not be discharged from the Company nor lose any seniority rights solely because of noncompliance with the terms and provisions of this Section:
1. A Flight Attendant discharged by the Company under the provisions of this paragraph will be deemed to have been “discharged for cause.”
  2. The Company will not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.
  3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

## F. Dues and Initiation Fees

1. During the life of this Agreement, the Company will deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Union membership dues, **dues in arrears** and any initiation fee uniformly required by the Union as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge, provided such Flight Attendant voluntarily executes an agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Service Charge and Dues," also to be known as a Service Charge and Dues Form, will be prepared and furnished by the Union. The initiation fee will be deducted in equal payments from the first two (2) pay checks after the Company's receipt of the Service Charge and Dues Form, in accordance with paragraph 3., below.
2. When a Flight Attendant properly executes such Service Charge and Dues Form, the International Secretary-Treasurer of the Union will forward an original copy to the Director of Human Resources. Any Service Charge and Dues Form which is incomplete or improperly executed will be returned to the International Secretary-Treasurer. Any notice of revocation as provided for in the Agreement or the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the Director of Human Resources, with a copy to the Union. Such revocation will not relieve a Flight Attendant covered by this Agreement of the obligation to remit the required payments to the Union by alternate means. Service Charge and Dues Forms and notices received by the Company will be dated on the date received.
3. When a Service Charge and Dues Form is received by the Director of Human Resources on or before the first day of the month, deductions will commence with the first payday of the following month and will continue thereafter until revoked or canceled as provided in this Section. The Company will remit to the Union a check in payment of all dues and assessments or service charges collected on a given payday within ten (10) days. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of membership dues or service charges to the Union will be accompanied by a list showing names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.
4. If the Company experiences problems with the payroll deduction of union dues, service fees and initiation fees, the Company and the Union will mutually agree on a course of action to resolve the problem. The affected Flight Attendants will be informed of the resolution at least ten (10) days before the first paycheck affected by the resolution.

5. Suspension or Termination of Dues Obligations
  - a. No deduction of dues or service charges will be required of any Flight Attendant who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work as a Flight Attendant, whether by transfer, termination of leave without pay, or recall from furlough, deductions will be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the appropriate provisions of this Section and of the Railway Labor Act, as amended.
  - b. A Flight Attendant who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, will be deemed to have automatically revoked her/his assignment. If the Flight Attendant is reemployed by the Company as a Flight Attendant, deductions will commence upon execution and receipt of a new Service Charge and Dues Form.
  
6. Deductions of membership dues or service charges will be made monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. **Separate and apart from all deductions for initiation fees and dues referenced herein, the Company shall deduct from the second paycheck of each month an additional amount, equal to one (1) month's dues, for the purpose of satisfying any current or future dues arrears obligation and to pay such amount directly to the designated officer of the Union. Such arrears deduction shall continue until the dues arrears is satisfied.** In the event of termination of the Flight Attendant's employment, the obligation of the Company to collect dues or service charges will not extend beyond the monthly period in which her/his last day of work occurs.

## SECTION 16 - GRIEVANCES

A. A grievance is defined as any dispute between the Company and a Flight Attendant or a group of Flight Attendants or the Union arising out of the interpretation or application of a provision of this Agreement or the discipline or discharge of a Flight Attendant. Grievances will not include proposed changes in hours of employment, rates of compensation or working conditions. Grievances must be filed in writing and contain a reference to the provision(s) of the Agreement alleged to have been violated and a statement of the facts involved sufficiently detailed to allow investigation of the incident.

### B. **Non-Disciplinary Grievances**

1. Prior to filing a written grievance not involving discipline or discharge, the affected Flight Attendant or group of Flight Attendants will attempt to discuss the dispute with the Director of Inflight Services, or designee, in an effort to resolve the dispute.
2. If the dispute is not resolved under paragraph B.1., a written grievance must be filed with the Director of Inflight Services, or designee, within thirty (30) days of the time the affected Flight Attendant became aware or reasonably should have become aware of the circumstances from which the dispute arises.
3. The Director of Inflight Services, or designee, will render a written decision within ten (10) days after submission of the written grievance. The decision will refer to the alleged facts set forth in the grievance and the provisions of the Agreement alleged to have been violated.

### C. **Discipline and Discharge**

1. Investigation
  - a. The Company will not discipline a Flight Attendant with loss of pay, issue a letter of final warning to a Flight Attendant, or discharge a Flight Attendant without first holding an investigatory meeting. The Company will not initiate any discussion with a Flight Attendant regarding waiving of an investigatory meeting.
  - b. The Company will notify a Flight Attendant of the investigatory meeting at least seven (7) days in advance of the meeting. The meeting notice will give the reasons for the meeting (e.g. date, segment, alleged offense). **Once scheduled, the meeting may not be cancelled within forty-eight (48) hours except in the event of extenuating circumstances.**

- c. The Company will notify the affected Flight Attendant of the investigatory meeting in writing either by e-mail or other electronic means or by hand delivery and will provide copies of the notice to the MEC/LEC President and Grievance Chairperson by e-mail, or other electronic means agreeable to the Union, hand delivery, or regular mail. The notice will inform the Flight Attendant of her/his right to have Union representation at the meeting. If following notification but prior to the meeting date, the Company learns of another incident of a similar nature (e.g. another customer complaint), the Company may notify the Flight Attendant, the MEC/LEC President and the Grievance Chairperson via e-mail or other electronic means that the additional incident will also be discussed at the scheduled meeting.
  
- d. A Flight Attendant subject to an investigatory meeting may choose to be represented at such meeting by either a Union representative or another Flight Attendant employed by the Company. **Except as provided for below**, if all parties agree and the Flight Attendant is not subject to possible Final Warning or termination, the meeting can be telephonic. If the Flight Attendant elects representation by the Union and a Union representative is not available on the scheduled hearing date (including denial of Union leave), at the Flight Attendant's or Union's request, the meeting will be rescheduled to a mutually- agreeable date. However, such meeting will be held no later than two (2) business days after the originally-scheduled meeting date unless both the Company and the Union agree otherwise. **Investigations regarding alleged violations of the Company's Crewmember Attendance Policy will be held telephonically, unless either party request said investigation meeting be held face-to-face. Once scheduled, the call/meeting may not be cancelled within forty-eight (48) hours except in the event of extenuating circumstances.**
  
- e. A Flight Attendant or the Company may request to hold the meeting earlier. If the Parties agree to accommodate the request, the Company will contact the MEC/LEC President and/or Grievance Chairperson. If the Flight Attendant requests union representation at the meeting, the Company and MEC/LEC President or Grievance Chairperson will coordinate scheduling of the hearing. However, no meeting will be held on the same day that the meeting notification was provided to the Flight Attendant unless the Company has made positive contact (through e-mail, telephone, or cellular phone) with either the MEC/LEC President or the Grievance Chairperson prior to the meeting time and explained the Flight Attendant's request to hold a same-day meeting and attempting to make arrangements for Union representation, if requested.



request a telephone conference or in-person meeting regarding this warning. Such request must be made within seven (7) days of receipt of this letter. Such meeting will be scheduled verbally and you will not receive written confirmation of the meeting. You have the right to union representation at such meeting.”

4. A written grievance involving discipline or discharge must be filed with the Director of Inflight Services or designee within fifteen (15) days after the Flight Attendant receives notice of the discipline or discharge. The Director of Inflight Services or designee will conduct a hearing within fifteen (15) days after the receipt of the grievance and render a written decision within ten (10) days after the close of the hearing. The hearing may be waived with mutual agreement. If the hearing is not waived, the Company will confer with the MEC/LEC President or designee to agree on a hearing date. The Company will notify the LEC President and Grievance Chairperson of the mutually agreed hearing date by e-mail or other electronic means, by regular mail or hand-delivery.
5. Travel to Investigatory Meetings and Grievance Hearings
  - a. The Company will provide the affected Flight Attendant/grievant with positive space travel over the lines of the Company to the investigatory meeting or hearing, in accordance with the governing travel policy.
  - b. The Company will provide a Union representative who is a Flight Attendant employed by the Company with Company business space-available transportation over the lines of the Company to or from the investigatory meeting or hearing, in accordance with the governing travel policy.

**D. Appeal to System Board of Adjustment**

If the decision of the Director of Inflight Services or designee is not satisfactory to the Union, the grievance may be appealed by the Union to the System Board of Adjustment. The submission to the System Board of Adjustment must be mailed within thirty (30) days after the Director of Inflight Services or designee issues her/his decision.

**E. Grievance Review Process**

1. On a quarterly basis (normally on a date in March, June, September and December agreed to by the Company and the Union) representatives of the Company and the Union with full authority to resolve pending grievances submitted to the System Board shall meet in an effort to resolve such grievances. At least fourteen (14) days prior to each Grievance Review meeting, Company and Union representatives shall agree upon the list of grievances to be discussed at the upcoming meeting.
  - a. Grievances arising from Section 1 of this Agreement will not be required to be processed through a Grievance Review and will be processed pursuant to Section 1 unless the Union and the Company mutually agree to submit the Section 1 grievance to the Grievance Review
  - b. With respect to all other grievances, the Grievance Review may be bypassed only if both parties agree.
2. Written material presented during the Grievance Review meeting will be returned to the party presenting that material at the termination of the Grievance Review meeting.
3. If a grievance which had been the subject of a Grievance Review meeting is subsequently heard before the System Board, no reference will be made to the fact that the grievance was the subject of a Grievance Review meeting; nor, absent mutual agreement, will there be any reference to statements made, documents provided or actions taken by Grievance Review participants during the course of a Grievance Review meeting, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Grievance Review meeting. This shall not prevent a party, in any subsequent proceeding, from referring to discussions occurring or documents exchanged during the Grievance Review meeting for the purpose of establishing the terms of a settlement reached at a Grievance Review meeting.

4. **Grievance Review meetings will be held in the city where the general offices of the Company are located, unless the Company and the Union mutually agree otherwise.**
5. **The Union shall provide the Company with notice of its necessary participants in Grievance Review meetings sufficient to include such absences in the Flight Attendant's monthly bid. Where such notice may not reasonably be provided, necessary Union participants will be released from duty, when necessary, in order to attend Grievance Review meetings, so long as such release will not interfere with the operations of the Company.**
6. **The cost, if any, associated with meeting room expenses for Grievance Review meetings shall be shared equally between the parties. Each party shall bear the cost and expenses of its own participants in the Grievance Review meeting.**
7. **No transcript of a Grievance Review meeting shall be taken.**
8. **If both parties agree, a mediator may assist during the Grievance Review meeting. The related costs will be split evenly between the parties. A mediator that hears the case during this process shall not serve as the neutral member of the System Board of Adjustment.**

**F. General**

1. Time limits in this Section may be extended by written mutual agreement of the parties.
2. Representation will be provided, at the Flight Attendant's option, by either a Union representative or another Flight Attendant employed by the Company.
3. Grievances may be submitted and replied to by e-mail or other electronic means, unless otherwise mutually agreed.
4. Copies of the Company's responses to grievances will be sent to the MEC/LEC President, the LEC Grievance Chairperson, and the AFA legal department. The Union will be responsible for ensuring that the Company has the appropriate street and e-mail addresses.
5. If the Company fails to respond to a grievance within the time limits in this section, the Union may appeal the grievance automatically to the next level.
6. The Company will not leave a message regarding a verbal counseling on the Flight Attendant's answering machine or voice mail.

## **SECTION 17 - SYSTEM BOARD OF ADJUSTMENT**

- A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties hereby established a System Board of Adjustment for the purpose of adjusting disputes or grievances arising under this Agreement. Such Board will be known as the PSA Airlines, Inc. Flight Attendant's System Board of Adjustment.
- B. The Board will consist of two (2) members, one (1) selected by the Union, one (1) selected by the Company, and such appointees will be known as "Board Members." With the exception of neutrals, all Board Members will be employees of the Company.
- C. Each party will inform the other, in writing, of the name of its Board Member and such designations will continue in effect until successors are appointed. Either party has the right to change its representative periodically, provided that written notification of a change of representative for any particular dispute must be made prior to the start of the scheduled hearing.
- D. The Board will have jurisdiction over disputes which arise out of grievances, or out of the interpretation or application of this Agreement. The jurisdiction of the Board will not extend to proposed changes in hours of employment, rates of compensation, or working conditions. Nor will jurisdiction of the Board extend to cases involving the discipline or discharge of probationary Flight Attendants.
- E. The Board will consider any grievance or appeal properly submitted to it by the Union or the Company when such matter has not been previously settled in accordance with the terms provided for in this Agreement.
- F. **Makeup of the Board**
  - 1. Appointments of members of the Board will be made by the parties within thirty (30) days from the date of the signing of this Agreement, and the appointees will meet at a mutually agreed location within sixty (60) days from the date of the signing of this Agreement, and will organize and select a Chairman and Vice Chairman. The terms of the office of Chairman and Vice Chairman will be one (1) year or until a successor has been duly selected. Prior to the expiration of each term, the Board will select officers for the following year.

2. The office of Chairman will be filled and held alternately by the Union member and by the Company member. When the Union member is Chairman, the Company member will be Vice Chairman and vice versa. The Chairman, or in her/his absence, the Vice Chairman, will preside at meetings of the Board and at hearings, and will have a vote in connection with all actions taken by the Board; provided, however, that when a neutral member is appointed to resolve a deadlock under paragraph L. below, such neutral will serve as Chairman and will preside at meetings of and hearings before the Board.

**G. Board Submissions**

1. All submissions of a dispute referred to the Board will be addressed to the Board with one (1) copy each to the Company and the Union and one (1) copy for each Board Member. One (1) copy will be submitted to the neutral member, if applicable. Each such submission will state:
    - a. Question or questions at issues;
    - b. Statement of facts;
    - c. Position of the Union; and
    - d. Position of the Company.
  2. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board.
- H. Upon submission of a dispute, **a majority of the board members** will discuss the possibility of attempting to resolve the dispute through grievance mediation under the auspices of the National Mediation Board. If the parties mutually agree to grievance mediation, the two (2) member Board step will be waived. If the parties do not mutually agree to grievance mediation, the parties will attempt to agree upon a date for hearing and advise the Board thereof. If the parties are unable to reach agreement, either party may request the Chairman to set a date for hearing.
- I. Flight Attendants having a grievance being heard by the Board may have Union representation. In the event the Flight Attendant chooses to be represented by some other representative, the Flight Attendant will be responsible for the fee, if any, of such representative and for the expenses incurred by such representative, including expenses or fees attributable to witnesses called to testify. Neither the Union nor the Company will be liable for such fees and expenses. The Company and Union may be represented by such person or persons as they may choose and designate.
- J. Upon the request of a member of the Board, or any party to the dispute, the Board will summon witnesses employed by the Company who may be deemed necessary by a party to the dispute or a member of the Board.
- K. **Board will be competent to make a decision.** Decisions of the Board on all cases properly referable to it will be final and binding on the parties.

**L. Neutral Member of the Board**

1. In the event of a deadlock in the case of any dispute properly referable to it, including an unsuccessful grievance mediation, it will be the duty of the Board to endeavor to agree within thirty (30) days from the date of such deadlock upon a procedure for breaking such deadlock. The procedure will include, if necessary, appointment of a neutral member to sit with the Board, conduct a hearing, and make a proposed opinion and award. The neutral member will be appointed by mutual agreement of the Company and the Union from a standing panel of neutrals within fifteen (15) days after either party notifies the other of a request that a neutral be appointed. (Appendix "A"). If the panel members are unavailable and the parties are unable to agree on the selection of a neutral, the Company and Union will, within fifteen (15) days from the date of the deadlock, request that the National Mediation Board submit a panel of seven (7) proposed neutrals selected by the National Mediation Board without geographic limitation and all of whom will be members of the National Academy of Arbitrators and have experience as a neutral in the airline industry. Each party will alternately strike a name from the panel until only one (1) name remains, who will serve as the neutral member for the dispute in issue. The order in which the parties alternately strike names from the panel will be determined by a coin toss.
2. The neutral member will preside at meetings of and hearings before the Board pertaining to the dispute for which the neutral was appointed. The proposed opinion and award of the neutral on a dispute properly referable to the Board will be final and binding on the parties when it receives the concurrence of one (1) other Board Member. The proposed opinion and award will be issued within sixty (60) days of the submission of briefs to the neutral member.

M. The expenses and compensation of the neutral member will be borne equally by the parties. Each of the parties will assume the compensation, travel expenses and other expenses of the Board members selected by it and the witnesses called by it. The parties will attempt to schedule hearings in order that Board Members and witnesses who are employees of the Company may attend hearings on their days off.

N. The expense of transcriptions of Board proceedings and costs associated with hearing facilities will be shared equally by the parties.

**O. Board Member/Witness Rights**

1. Each Board Member will be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or other Flight Attendants may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member..

2. Every witness and representative who appears before the Board will be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony or participating in a hearing in good faith.

## SECTION 18 - TRAINING

### A. Training Requirements

1. The Company will, consistent with the applicable 14 CFR, establish and uniformly apply training requirements for Flight Attendants for initial, recurrent and requalification training as covered in the training program approved by the FAA.
2. The Company will make its best efforts to provide recurrent training materials at least one (1) month in advance of the training date.

### B. Training Schedules

1. Training will be scheduled for no more than six (6) consecutive days followed by one (1) day off at the training site.
  2. Flight Attendants will not be required to attend training (other than initial training) for more than ten (10) hours a day, inclusive of any breaks.
  3. A Flight Attendant will not be assigned to **classroom** training on Thanksgiving Day, December 24, 25 and 31 or January 1. **A checkride will not be assigned on December 24, 25 and January 1.**
  4. **A Flight Attendant will not be extended or junior manned so she/he can receive a checkride unless not doing so would result in the Flight Attendant becoming unqualified.**
  5. **A checkride will not be assigned to a Flight Attendant's schedule until 1200 on the second day after the award of the Section 8.I.e Open Time for the following month.**
- C. The names of Flight Attendants scheduled for recurrent, transition, and differences training during a bid period and the dates on which training is scheduled will be made available in the bid package. The scheduled training will then be published in the final bid award and trips will be dropped as necessary to avoid conflicts with training days.
- D. Flight Attendants in training out of domicile will travel on a "space positive" basis over the lines of the Company and coordinate travel to and from the training location with Crew Scheduling.

- E. **A Flight Attendant scheduled for training out of domicile will be paid per diem expenses commencing at report time for scheduled travel from her/his domicile and ending at block-in upon return to domicile. If the Flight Attendant initiates travel earlier than scheduled or completes travel later than scheduled, per diem will be paid only for the time at the training location.**
- F. Flight Attendants undergoing **any out of domicile training, other than initial training, that requires overnight accommodations** will be provided with single occupancy accommodations.
- G. A Flight Attendant assigned to FAA-approved home study training will be paid one (1) hour of flight pay for each two (2) hours of FAA-approved training credit. The recurrent-training materials will state the value of the home-study.
- H. Time spent in training will be considered duty time. Time spent traveling to training at locations out of domicile will be considered deadhead.
- I. A Flight Attendant who fails to pass her/his first checkride will be provided additional training as determined by the Director of Inflight **or her/his designee, followed by** a second checkride.

J. **Training Review Committee**

The Company will recognize the Union's Training Review Committee, which will consist of no more than three (3) members selected by the Union, and will meet with the Committee on an as-requested basis, but no more than monthly, to discuss training programs and procedures. The Company will review with the Committee any new procedures or changes in procedures prior to publication, and the Committee's recommendations will be given appropriate consideration. The Company will notify the MEC/LEC President in advance of the train-the-trainer class dates. The Training Review Committee may attend the classes and make recommendations regarding new procedures.

K. **General**

1. As long as it does not interfere with the operational needs of the Company, a representative of the Flight Attendant's choice (a Flight Attendant in the employ of the Company) may, if requested by the Flight Attendant, observe any checkride without compensation.
2. No essay tests will be given unless required by the FAA. A Flight Attendant will not be tested on information not contained in written materials provided by the Company or specifically covered in ground school instruction. A non-probationary Flight Attendant who fails a written test will not be sent home or back on line from ground school without first receiving tutoring in the areas of weakness, including a practice test if requested, followed by a second test.

3. If feasible, recurrent training and proficiency checks will be scheduled in the Flight Attendant's base month or the month earlier.
4. **A Flight Attendant will not be required to return from vacation or leave of absence to attend training. A Flight Attendant, at his/her option and with the approval of the Company, may attend training during vacation and will be paid for both activities.**
5. **The Company will notify the MECP or her/his designee in advance of scheduling any training to be conducted between the hours of 2100 and 0600 Local time that the Company deems necessary due to operational requirements.**

## **SECTION 19 - FURLOUGH, DISPLACEMENT, AND RECALL**

### **A. Furlough and Displacement**

1. When a furlough becomes necessary, the Company will simultaneously offer Flight Attendants the opportunity for a voluntary furlough in order of Flight Attendant System Seniority at the same time the involuntary furlough is offered. The Company will give a minimum of seven (7) days' notice of the opportunity for voluntary furlough.
2. If voluntary furloughs do not achieve sufficient reduction in force, Flight Attendants will be furloughed in inverse order of Flight Attendant System Seniority.
3. A Flight Attendant will be given at least fourteen (14) days' written notice of involuntary furlough, or pay in lieu thereof, except in cases of emergency, strikes, Acts of God, or other causes beyond the control of the Company. The Union will be provided a copy of such furlough notice.
4. A furloughed Flight Attendant may elect to be paid for earned and unused vacation time in accordance with this Agreement.
5. A Flight Attendant will continue to accrue seniority while on furlough. A Flight Attendant will not accrue longevity while on furlough unless s/he is recalled less than thirty (30) days from the date of furlough, except that a furloughed Flight Attendant will continue to accrue longevity for the period in which s/he has received compensation in lieu of notice under Paragraph A.3., above.
6. The Company will continue a Flight Attendant's health insurance benefits for the remainder of the month in which s/he is furloughed, after which the Flight Attendant will be eligible to continue coverage under COBRA.

### **B. Recall**

1. In order to retain recall rights, furloughed Flight Attendants must keep the Company advised of their current address and telephone number.
2. Furloughed Flight Attendants will retain recall rights for seven (7) years following the date of the furlough.

3. Furloughed Flight Attendants will be notified of recall by certified mail, return receipt requested to the address on record. Each Flight Attendant will answer her/his recall notice within five (5) days of receipt of such notice and shall advise the Company of her/his intent to accept or reject recall in person, by e-mail or mail, with confirmation of receipt of notice. A furloughed Flight Attendant will be allowed up to fourteen (14) days after notifying the Company of acceptance of recall to report for duty from furlough. The Company may at its discretion extend the time for return to active duty.
4. A Flight Attendant who declines recall will forfeit seniority and recall rights, except that a Flight Attendant may defer recall from furlough once provided there are less senior Flight Attendants who accept such recall. A Flight Attendant who defers recall under this paragraph will be placed at the bottom of the recall list unless s/he notifies the Company in writing that s/he wishes to be recalled at the next available opportunity.
5. A Flight Attendant recalled from furlough will not be involuntarily furloughed again for at least sixty (60) days. In the month a Flight Attendant is recalled, the minimum monthly guarantee and all benefits will be prorated for the portion of the month for which s/he is recalled, except that if s/he is recalled in fewer than thirty (30) days from the date of furlough, a Flight Attendant will receive associated benefits retroactive to the date of furlough.

## SECTION 20 - JOB VACANCY BID SYSTEM / FILLING OF VACANCIES

### A. Permanent Bid System

1. The Company will maintain a permanent bid file in which each Flight Attendant lists all domiciles in order of her/his desired domicile preference. These bids may be updated at any time.
2. Flight Attendants are responsible for ensuring that their current permanent bids reflect their domicile priorities.
3. Permanent bids will be submitted **via a system** designated by the Company. A permanent bid will remain in effect until the Flight Attendant revokes or changes it.

### B. Filling of Permanent Vacancies

1. A permanent domicile vacancy is one where the Company determines there is an opening of more than ninety (90) days which it wishes to fill.
2. Domicile vacancies will be announced via the Company employee email Reference to all Flight Attendants system wide and **posted in a system designated by the Company**. Flight Attendants will be reminded to review their permanent bids in this announcement. Such announcement will include a date and time upon which the vacancy bids will close, which will be at least 48 hours from the time the vacancy is posted.
3. Domicile vacancies will be awarded in accordance with seniority using the permanent bids on file. Domicile vacancies that remain available after awarding permanent bids will be assigned to the junior Flight Attendant system wide, or, at the Company's discretion, by hiring a new Flight Attendant.
4. The Permanent Bid file is used in the filling of all permanent vacancies.
5. A Flight Attendant whose domicile bid is awarded will be notified via the Company's email system and a message will be **posted in a system** designated by the Company notifying Flight Attendants of the award and to check their Company email.
6. If permanent domicile vacancies are awarded after the 15th of the month, the Flight Attendant may, at her/his option, defer the effective date of the award to the new domicile until the beginning of the bid month following the month after the bid was awarded. For example, a Flight Attendant awarded a permanent bid on November 20 may defer her/his transfer until January 1.

7. Prior to recalling furloughed Flight Attendants, a Flight Attendant who had been involuntarily transferred from the domicile where a vacancy exists will have her/his bid honored to return to the domicile, provided s/he is senior enough to hold it.
8. A Flight Attendant who has been involuntarily transferred to another domicile will have domicile rights over more senior Flight Attendants who have not been involuntarily transferred.
  - a. If in the future a permanent vacancy is open at the domicile from where the Flight Attendant was involuntarily transferred, the Flight Attendant will be awarded the vacancy, provided s/he has a permanent bid for the former domicile on file.
  - b. If more than one Flight Attendant has a permanent bid on file for the vacancy, the vacancy will be awarded according to seniority among the affected Flight Attendants.

**C. Relocation Days and Expenses**

1. Flight Attendants awarded permanent bids, including new hire Flight Attendants, will be granted four (4) consecutive days off in which to relocate to the new domicile. Such days will be without pay and will be included in the Flight Attendant's contractual minimum days off. Relocation days are not applicable to new hire Flight Attendants awarded a domicile within 50 miles of their permanent address.
2. The Flight Attendant shall receive per-diem and hotel accommodations from the effective date of the award until the beginning of the Flight Attendant's relocation days.
3. The provisions of C.1 and C.2 in this Section may be utilized by a Flight Attendant one time in a six (6) month period for voluntary moves, calculated from the effective date of the award. The Flight Attendant may bid for and be awarded other transfers within the six-month period, but s/he will not be eligible for moving days for the subsequent transfer(s).

**D. Temporary Vacancies**

1. A temporary vacancy is one where the Company determines there is an opening with an expected duration of ninety (90) days or less which it wishes to fill.
2. Temporary vacancies may be extended to a maximum of one hundred eighty (180) days (the original ninety (90) and up to an additional ninety (90), if necessary) when requirements necessitate.

3. When the temporary vacancy is expected to last more than seven days, the Company shall designate the domicile(s) from which Flight Attendants may bid for and be awarded the temporary vacancy. The Company shall post temporary vacancies for no fewer than 72 hours. Such bids will be awarded according to seniority. Temporary vacancies lasting seven or fewer days will be filled by Company assignment and are not subject to the posting requirement.
4. A Flight Attendant holding a temporary vacancy shall be entitled to bid monthly schedules at the domicile to which s/he is temporarily assigned, in accordance with her/his seniority.
5. A Flight Attendant awarded a temporary vacancy will be eligible for hotel accommodations and per-diem for the duration of the temporary vacancy.
6. If the temporary vacancy is expected to last more than seven days, the Company will reimburse AAA mileage at the applicable IRS rate for one round trip between the permanent and temporary domiciles.

## SECTION 21 - OPENING AND CLOSING OF DOMICILES

- A. The Company will advise the Union of anticipated domicile openings and closings as soon as it finalizes the decision to open or close the domicile(s).
- B. When a new domicile is opening, vacancies will be posted and awarded as described in **Section 20**.
- C. When a new domicile is opened which involves a reallocation of flying among the existing work force, and there are insufficient bids to fill the new positions, the most junior Flight Attendants within the domicile(s) at which the reduction in flying occurred will be assigned the unbid vacancies.
- D. When a domicile is closed or reduced and no furloughs result, a Flight Attendant may exercise her/his seniority to bid a vacancy under the provisions of **Section 20** but may not displace another Flight Attendant.
- E. When the closing or reduction of a domicile results in a furlough, the provisions of **Section 19** will govern.
- F. **If the Company opens a new domicile, the Company and the Union will meet and confer over appropriate report times for reserve in the new domicile.**

## SECTION 22 - MOVING EXPENSES

- A. The Company will pay moving expenses when:
1. A Flight Attendant is involuntarily assigned, other than incident to initial employment or recall from furlough, to another domicile from her/his present domicile and s/he relocates.
  2. A Flight Attendant is displaced to another domicile from her/his present domicile as a result of a reduction in flying time at a domicile or as a result of the closing of a domicile.
  3. Moving expenses for all other Flight Attendant transfers not listed in paragraphs A.1 or A.2 above will be paid by the Flight Attendant.
- B. A Flight Attendant who is eligible for Company-paid expenses may elect to have her/his move paid from a location other than the domicile from which s/he is being transferred to any location within sixty (60) miles of the new domicile city. However, the Company's responsibility will not exceed the cost of moving the Flight Attendant from the domicile from which s/he is transferred to her/his new domicile.
- C. The Flight Attendant will have up to eighteen (18) months to move and claim the expenses provided for herein and appropriate receipts will be required. A Flight Attendant who voluntarily terminates her/his employment within thirty (30) days of a paid move will reimburse the Company for such expenses.
- D. Expenses Related to Finding a New Residence, Moving Household Goods, and Personal Property
1. The Company will pay twenty-four (24) hours of per diem, at the rates specified in Section 6, per day per person for the Flight Attendant's and spouse's meals, and reimburse reasonable costs of lodging and transportation (including auto rental, insurance, and collision damage waiver, from a major rental chain) to find a new residence, not to exceed three (3) days and two (2) nights. The Company will attempt to arrange hotel and auto rental. If the Company should be unable to make such arrangements, the Flight Attendant shall use her/his best efforts to arrange discounts and reasonable rates. Original receipts for hotel and rental car will be required to be submitted within thirty (30) days of each event. If personal automobile is used, then the AAA mileage at the applicable IRS rate plus tolls will be reimbursed.

2. The Company will arrange to move the Flight Attendant's household goods utilizing a bonded carrier, with packing and pick up to be arranged on the date(s) requested by the Flight Attendant, if possible. The covered expenses include moving up to 12,000 pounds of personal goods, packing, unpacking, drayage, shipping, and insurance.
3. The Flight Attendant will request the desired moving days in writing when s/he submits her/his monthly bid. The Company will grant three (3) consecutive days off plus one (1) day off for each 350 miles or portion thereof in conjunction with the move. The Flight Attendant's line of flying may be adjusted to allow lost duty days in the moving period to be recovered; however, the total duty days will not be increased. During these days off the Company will reimburse the reasonable cost of lodging and pay for twenty-four (24) hours of per diem at the rates specified in Section 6 for the Flight Attendant and each family member over age twelve (12) , and 50% of that amount (adjustable with increases for per diem) for each child age twelve (12) and under. Lodging expenses must be supported by original receipts submitted to the Company within thirty (30) days.
4. The Company will pay mileage at the applicable IRS rate for the driving of no more than two (2) automobiles via the most direct route from the old to the new location. Official AAA mileage charges will be used as approved mileage.
5. Should a Flight Attendant eligible for Company-paid moving expenses elect to move herself/himself, s/he will use a Company approved vendor of self-moving equipment, e.g., Ryder, Penske, or U-Haul. The Company will pay the cost of such move not to exceed costs otherwise covered by this Section. The Company will pay the Flight Attendant \$300.00 for electing to self-move after the move has been completed.
6. The Company will pay \$250.00 to each Flight Attendant who makes a Company-paid move to defray relocation expenses. In addition to the above, a Flight Attendant making a Company-paid move will be permitted, upon request on the bid form, to draw an advance of not more than
7. \$500.00 of her/his compensation, to be repaid in equal installments by payroll deduction over a three (3)-month period with no interest to be charged. The advance will be made prior to the move.

8. If a Flight Attendant is forced to break a lease as a result of a move for which moving expenses are payable and if a broken lease penalty is incurred, the Company will reimburse the Flight Attendant for costs associated with breaking the lease, up to two (2) months of rent, not to exceed \$1800.00. In order to be eligible for said reimbursement, the Flight Attendant must make all reasonable efforts consistent with her/his lease terms and applicable law to avoid incurring the penalty, and must provide the Company with documentation of the penalty incurred. Such documentation shall be a copy of the lease agreement and/or cancelled checks for rent. Upon request, the Company will provide the Flight Attendant with documentation, and assistance to help the Flight Attendant in terminating a lease.

## SECTION 23 - HEALTH AND SAFETY

### A. Medical Examinations

1. If the Company questions the fitness for duty of a Flight Attendant, the Company may require the Flight Attendant to submit to a medical examination by a Company-designated physician. The Flight Attendant will be furnished a copy of the physician's report either by certified mail or hand-delivery. The Company will pay the cost of such medical examination.
2. A Flight Attendant who fails to pass a medical examination may have a review in the following manner:
  - a. The Flight Attendant will provide written notice to the Company that she/he intends to undergo such review within seven (7) days of receiving the Company-physician's report. The Flight Attendant will secure an appointment with a qualified physician of her/his own choosing, as soon as possible but generally no later than fifteen (15) days from the date s/he receives a copy of the Company- physician's report for the purpose of conducting a medical examination for the same purpose as the medical examination made by the physician on behalf of the Company. The Flight Attendant will pay the cost of the exam by the physician of her/his choosing.
  - b. A copy of the findings of the physician employed by the Flight Attendant will be furnished to the Company within seven (7) days after receipt of the report by the Flight Attendant. If such findings verify the findings of the physician employed by the Company or if the Flight Attendant fails to furnish such report to the Company, no further review of the case will be afforded.
  - c. If the findings of the physician chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the physician employed by the Company, the Company will, at the written request of the Flight Attendant made at the time of the filing of such findings with the Company, ask that the two physicians agree upon the appointment as promptly as possible, but no later than seven (7) days, of a third qualified and neutral physician, preferably a specialist, for the purpose of making a further examination.
  - d. The neutral physician will then, within fifteen (15) days, make a further examination of the Flight Attendant in question and the case will be settled on the basis of the neutral examiner's findings.

- e. The expense of employing the neutral physician will be split equally between the Flight Attendant and the Company. Copies of such physician's reports will be furnished to the Company and to the Flight Attendant.
3. A Flight Attendant may be removed from flying status by the Company as a result of her/his failure to pass a Company **medical** examination pending a review. If the review determines that such action was medically unwarranted, the Flight Attendant will be paid retroactively for the time lost in an amount equal to what s/he ordinarily would have earned if her/his flight status had not been interrupted.
- B. The Company will consider the recommendations of the LEC Health and Safety Committee in all matters affecting the safety of Flight Attendants. Health and Safety Committee meetings may be scheduled by the MEC/LEC President or the Director of Safety when either becomes aware of safety issues affecting the Flight Attendants.
- C. The LEC Health and Safety Committee Chairperson or her/his designee may attend Company aircraft certification demonstrations, including new emergency evacuation procedures, provided her/his attendance is permitted by the FAA.
- D. The MEC President and/or her/his designees who are Company Flight Attendants, up to a total of three (3) individuals, will be allowed to inspect any new aircraft in which the Company requires a Flight Attendant to work, or any aircraft accident crash site provided access to the site is permitted by the FAA or the NTSB. Such Union Representative(s) will be furnished on line, positive space transportation to and from the aircraft inspection site or aircraft accident site, in accordance with the governing travel policy.
- E. The LEC Health and Safety Committee will be allowed to review reports regarding Flight Attendant on-the-job-injuries with the names redacted.
- F. The Company will notify the MEC/LEC President or a designee as soon as practical of any accident resulting in serious injury, any hijacking incident, any actual evacuation of an aircraft, physical assault of a Flight Attendant, or aircraft decompression during flight, medical emergencies involving passengers or crew, preparation for emergency landing, emergency landings, and serious incidents not requiring evacuation, in which a Flight Attendant is involved. The Company will also provide the MEC/LEC President or her/his designee with the Flight Attendant details of any Flight and Airline Incident Report (FAIR) **or similar report that may be used in the future** for these events.
1. The Flight Attendant will be provided with immediate medical attention and, to the extent possible, isolated from the media.

2. The Company will notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so. The Company will release a Flight Attendant from further duty if the Flight Attendant is unable to continue to perform her/his duties.
  - a. A Flight Attendant released from further duty may, but is not required to, use sick leave to cover the time missed from duty. If the Flight Attendant elects to take unpaid leave, and such leave causes her/him to fall below the minimum monthly guarantee, the guarantee will be prorated.
  - b. If a Flight Attendant has insufficient sick leave, s/he may borrow up to twenty (20) hours of sick leave from her/his sick leave bank. Her/his sick leave bank will be restored by the Flight Attendant's subsequent sick leave accruals. A Flight Attendant may borrow sick leave as many times as necessary; however, at no time may the negative balance in her/his bank exceed twenty (20) hours. If the Flight Attendant leaves the employment of the Company with a negative balance in her/his sick leave bank, that amount will be deducted from the Flight Attendant's final paycheck.
  - c. If the incident/accident/illness is determined to be a workers' compensation event, the Flight Attendant will be eligible for workers' compensation benefits in accordance with applicable law and this Agreement, rather than using the sick leave as provided in F.3.a. and b. above.
- G. The Company will notify Flight Attendants upon receipt of information of any potential environmental hazards which they may be exposed to while on duty.
- H. A Flight Attendant requested by the Company, a government agency or the MEC/LEC President to participate in an accident or incident investigation involving a Company aircraft will be released from schedule to do so and will be furnished free, on line, positive space transportation by the Company, in accordance with the governing travel policy. If such request is made by the Company or a government agency, the Flight Attendant will be pay protected.
- I. The Company will provide non-latex gloves **and antibacterial/antimicrobial hand cleanser or towelettes on each aircraft for Flight Attendant use.**
- J. Flight Attendants **may** wear earplugs while on duty.

- K. If a Flight Attendant becomes ill or injured while away from her/his domicile in **the service of the Company** **and is unable to complete his/her trip**, the Flight Attendant will contact Crew Scheduling to report the illness or injury and may request to be returned to her/his domicile. The Company will use its best efforts to return the Flight Attendant to her/his domicile as soon as practicable and will make the necessary travel arrangements for the Flight Attendant. **At the Flight Attendant's option and with Company approval, she/he will be provided positive space on-line travel, including carriers whose inventory is accessible to the Company, to her/his residence on record, provided such residence is in the contiguous forty-eight (48) United States. At the request of the Company, a Flight Attendant may be required to obtain a medical release to travel at the Company's expense, prior to returning to her/his domicile or residence. If the Flight Attendant is unable to fly, appropriate alternate ground transportation will be provided by the Company. The terms and conditions of such positive space travel shall be in accordance with Company policy.**

## SECTION 24 - GENERAL

### A. Copies of Agreement

1. **The Company will print copies of this Agreement and the cost will be split between the Company and the Union. A copy of the Agreement will be provided to each Flight Attendant upon commencement of initial training.**
2. The Company will distribute copies of Side Letters of Agreement, Memorandums of Understanding, and Settlement Agreements relating to a change in the Agreement or a change or clarification to its interpretation applicable to all Flight Attendants. Such documents will be distributed electronically and made available on the Company's website.

### B. Notices in Writing

All notices to Flight Attendants involving a change of domicile, promotion and leave of absence will be in writing or via Company e-mail. Notices for furlough and recall will be sent by certified mail, return receipt requested, to her/his address on file with the Company. Copies of all such notices shall be provided to the MEC/LEC President by e-mail.

### C. Changes in Status

The Company will provide the MEC/LEC President or designee with a list of Flight Attendants, showing name changes and their home addresses and telephone numbers, by e-mail every month. The Company will provide the MEC/LEC President or designee with a list of Flight Attendants, showing whether the Flight Attendant is on a leave of absence or her/his employment has terminated, by e-mail every month. Any changes pursuant to the provisions herein from the previous month will be highlighted.

### D. Non-Discrimination

1. In accordance with this established policy of the Company and the Union and applicable law, the provisions of this Agreement will apply equally to all Flight Attendants regardless of age, sex, color, race, religion, national origin, sexual orientation, marital status or disability.
2. No Flight Attendant will be interfered with, restrained, coerced or discriminated against by the Company or the Union because of membership or non-membership in the Union.

### E. Personnel Files

1. Upon request in writing with a minimum advance notice of two (2) business days, a Flight Attendant may inspect her/his personnel files during regular business hours and make copies of material contained therein. Personnel files include the Flight Attendant's human resources, training, attendance, in-flight working, and medical files, but not Company investigatory files. The Flight Attendant will notify the Company of the particular file(s) that s/he wants to inspect.
2. The Company will afford the Flight Attendant an opportunity to respond in writing to any critical or unfavorable items contained in her/his file upon written request of the Flight Attendant. Such written response will be placed in the Flight Attendant's file. All derogatory material will be removed from a Flight Attendant's file after a period of twenty-four (24) months from the date of receipt.
3. A Flight Attendant will be copied on any written information of a derogatory, negative or adverse nature being placed in her/his file.

**F. Damage to Company Property**

A Flight Attendant will not be required to pay for loss of, or damage to, Company property, on or off the aircraft, while performing her/his regular duties, unless due to reckless or intentional misconduct on the part of the Flight Attendant.

**G. Savings Clause**

Should any part of this Agreement be rendered invalid by reason of existing or subsequently enacted legislation, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days' notice, request negotiation for modification or amendment of this Agreement, and negotiations shall commence within thirty (30) days of receipt of said notice.

**H. Free and Reduced Travel**

The Company will continue to make available free and reduced travel benefits to Flight Attendants, retirees and eligible dependents of Flight Attendants and retirees, and the eligible dependents of deceased Flight Attendants, including interline privileges as set forth in reciprocal agreements between the Company and other airlines, in accordance with the Company's Pass Policy, as may be amended.

**I. Conflicts With Agreement**

If any provision of this Agreement is found to be in conflict with any Company policy, practice or regulation, the former will take precedence.

**J. Parking**

At domiciles where free parking is not available, the Company will pay the cost of parking for Flight Attendants.

K. **Management Rights**

1. Subject to the provisions of this Agreement, the Company retains the discretion and authority to manage its operations and direct the workforce. Such rights include, but are not limited to, the right to: hire, promote, demote, layoff, recall, transfer, discharge, suspend, or otherwise discipline Flight Attendants; assign and reassign duties; determine qualifications and standards; decide upon the types and number of aircraft to be flown; establish schedules for Flight Attendants; determine the number of Flight Attendants at each domicile; maintain good order and efficiency; transfer routes from one domicile to another; establish flight schedules; establish and amend rules, policies, regulations and procedures; discontinue all or part of its operations; merge other operations or carriers with the Company; sell, lease or otherwise dispose of any and all aircraft, other equipment and operations; and, decide where, when and how training is to be performed and how much training is required.
2. Any of the rights the Company had prior to the signing of this Agreement are retained by the Company, except those specifically modified by the Agreement.

L. **Flight Attendant Duties**

1. Flight Attendants are responsible for maintaining the general cleanliness of the aircraft cabin **throughout the day (i.e. tidying of the aircraft, straightening of seat belts at out stations, galley appearance, and general interior condition). A Flight Attendant will also be responsible for tidying of seat pockets only to the extent of removing such items as newspapers, food wrappers and other catering items, etc., which are visible and accessible without reaching into the pocket to determine what is inside. When necessary a Flight Attendant will restock seatback pockets with the required materials as available.**
2. **A Flight Attendant will not be required to perform work normally assigned to a cleaner, provisioner, caterer, and ramp or operations agent.**
3. No Flight Attendant will be required to perform a bomb search on an aircraft or to remain on board during such search.

4. No Flight Attendant will be required to perform the cabin security inspection (also sometimes referred to as a “security search” ) required by the federal government or Company policy, except that a Flight Attendant may be required to perform such cabin security inspection/search in the event the aircraft has been diverted to a station not normally served by PSA. In the event a Flight Attendant will be required to perform a security inspection/search/check pursuant to this paragraph, s/he will be so notified by the Company.

**M. New Equipment**

Prior to introducing new equipment into service, the Company will consult with the Union to discuss the level of service to be provided on such new equipment.

**N. Jump Seats**

If the Company purchases equipment with more than one jumpseat, the Company and the Union will meet and discuss procedures for reserving and occupying the extra jumpseat(s).

**O. Education Programs**

Flight Attendants will be eligible to participate in any education program which is generally made available to other Company employees.

**P. Recordings**

1. Communications with Crew Scheduling

- a. To the extent that Crew Scheduling telephone lines are recorded, the following procedures shall apply.
- b. Recordings shall be stored for record-keeping purposes for at least ninety (90) days. A recording will be kept until final resolution of the grievance or discipline, if portions of the recording are to be used, or may be relevant to, a disciplinary or grievance situation.
- c. Should a dispute arise, the MEC/LEC President or her/his designee may, on request, listen to the recorded conversation and be provided a copy of the relevant section of the recording.

- d. When the Union requests that the Company produce a crew scheduling recording, the Union will provide a brief description of the nature of the dispute (e.g. legality, profanity) along with as much other information (e.g. date, time, crew scheduler's name) as possible to assist the Company in locating the recording. The Company will not refuse to pull recordings because of the nature of the dispute.

2. Electronic Recording Devices

- a. Information obtained by means of electronic recording devices on the aircraft, such as cockpit voice recorders, flight data recorders and video recording systems, will not be used to initiate or pursue any investigation or disciplinary action against a Flight Attendant, except in cases involving incidents or accidents. Underline may be removed. CB
- b. Information obtained by the above means may follow: CB  
Underline may be removed
  - i. To a government agency only as required by law;
  - ii. To a manufacturer, vendor or servicer of the devices or systems above as necessary in the normal course of business, provided written agreement is obtained prohibiting release to a third party; and
  - iii. To other parties only with the written consent of the MEC/LEC President.

Q. Flight Attendants will not be weighed or disciplined for weight-related matters.

R. **Meal Breaks**

- 1. The Company recognizes the need to address the Flight Attendant's nutritional requirements during duty periods.
- 2. Flight Attendants may carry portable coolers and food bags containing their own food. Flight Attendants will use coolers which are in accordance with Company guidelines. Flight Attendants may eat on the aircraft while passengers are onboard. Flight Attendants are expected to do so discreetly and out of the direct view of the passengers.

S. The MEC/LEC President will be granted access to the Crew Trac system, **or any future replacement system that may be implemented,** on Company premises.

T. **Crew lounge facilities provided to Flight Attendants will have amenities equal to those provided to PSA pilots.**

U. **Flight Attendants will not be required to keep the Company advised of their whereabouts on days off or while on leave or vacation.**

V. **Attendance Policy**

Flight Attendants will be subject to the same attendance policy as the Company's pilots.

W. The senior Flight Attendant may choose the "Forward" or "Aft" position on the aircraft. The position will be retained for the entire trip, unless the Flight Attendants agree otherwise.

## **SECTION 25 - INSURANCE**

### **A. Life Insurance**

The Company will provide at no cost to the Flight Attendant life insurance coverage for Flight Attendants in an amount equal to 1.5 times the Flight Attendant's annual salary, (rounded to the nearest \$500), up to a maximum of \$50,000.

### **B. Health Insurance**

Flight Attendants will be offered a medical and dental plan with the same benefits as offered to employees not covered by a collective bargaining agreement and all management personnel (up to and including officers of PSA). The current premium cost sharing percentage will remain in effect for **2019**. Future cost sharing premium increases for the employee shall not exceed one percent (1%) each January 1 during the term of this Agreement, not to exceed 3% total increase. Prior to any increases in insurance costs, the Company will meet with the MEC and confer over the increase, if any.

### **C. Short Term Disability**

Short term disability coverage up to a maximum of twenty-six (26) weeks will be provided by the Company at no cost to the Flight Attendant, under the same terms as those in effect on the date of signing of this Agreement. There will be a fourteen (14) day waiting period from the date of disability.

### **D. Long Term Disability**

Long term disability coverage will be provided by the Company at no cost to the Flight Attendant under the same terms and conditions as those in effect on the date of signing of this Agreement.

### **E. Flexible Spending Account Plan**

The Company will maintain a Flexible Spending Account (FSA) Plan which will meet the criteria of Internal Revenue Code, Section 125. Flight Attendants may make pre-tax contributions to pay for health care insurance premiums, medical expenses not covered under the Health Care Medical Plan and dependent care expenses.

## **SECTION 26 - HOSTAGE BENEFITS**

Flight Attendants who, while acting within the scope of their employment, are hijacked, interned, captured, held as prisoner or hostage, will continue to accrue seniority and longevity credit and will continue to be paid their monthly guarantee. All insurance and pass benefits will remain in effect for eligible dependents. Upon return from the incident, Flight Attendants will be returned as Flight Attendants to the domicile held prior to the incident.

**SECTION 27 - RETIREMENT**

A. **Flight Attendants will be permitted to participate in the Company’s 401(k) Savings Plan (the Plan) subject to the eligibility requirements provided in the Plan.**

B. **The Company will match the Flight Attendant’s contribution as follows:**

Flight Attendant’s Years of Service	Company Matching Contributions
After six (6) months	<b>100%</b> of the lesser of i) the Flight Attendant's tax deferred contribution for the plan year or ii) <b>2%</b> of the Flight Attendant's compensation
After five (5) full years	<b>100%</b> of the lesser of i) the Flight Attendant's tax deferred contribution for the plan year or ii) <b>3%</b> of the Flight Attendant's compensation.
<b><u>After twelve (12) full years</u></b>	<b><u>100% of the lesser of i) the Flight Attendant’s tax Deferred contribution for the plan year or ii) 4% of the Flight Attendant’s compensation</u></b>

C. The 401(k) Plan will provide for participation, salary deferral, rollover contributions, self-directed investments and distributions. Vesting of the Company’s contributions will occur after three (3) years of service (from date of hire and subject to the provisions concerning breaks in service contained in the Employee Retirement Income Security Act of 1974, as amended). Forfeitures of non-vested Company contributions will be used to offset future Company contributions.

D. If the Company is required by law to amend the 401(k) Plan, it will notify and discuss the amendments with the Union.

## **SECTION 28 - NO STRIKE / NO LOCKOUT**

- A. During the term of this Agreement there will be no strikes, work stoppages, slow downs, picketing, honoring of picket lines, sympathy strikes, or other concerted interference with the operation of the Company by the Union, its agents or representatives, or by the Flight Attendants of the Company.
  
- B. The Company agrees there will be no lock-outs during the term of this Agreement.

## **SECTION 29 - EMPLOYEE ASSISTANCE/PROFESSIONAL STANDARDS/DRUG AND ALCOHOL TESTING**

### **A. Employee Assistance Program (EAP)**

The Company will meet quarterly with the MEC EAP Chairperson to discuss cooperative activities and efforts related to the well-being of Flight Attendants.

### **B. EAP Referrals**

The Company and the Union agree to work jointly in coordinating the services of either the AFA EAP or the Company EAP to provide assistance to a Flight Attendant who may have substance abuse or dependency problems but has not been selected for random, reasonable suspicion, or incident/accident drug or alcohol testing, encouraging such Flight Attendant to voluntarily seek assistance in accordance with Paragraph E below. (Chemical Dependency Disclosure Policy).

### **C. Professional Standards**

1. Should a professional standards problem come to the attention of the Company, the Company may, at its sole discretion, refer such dispute to the Union's Professional Standards/EAP Committee ("the Committee").
2. Whenever the Company elects to refer a dispute to the Committee, the Committee will have a designated period of time, normally 30 days or such other period as may be set by the Company, in which to attempt to resolve the problem. During the designated period, the Company will hold in abeyance any action it may have commenced or may contemplate taking unless further information becomes known that would alter the facts or the Company's legal obligations as understood by the Company at the time it made its initial referral.
3. The Committee will encourage the individual or individuals involved to discuss the matter privately in a forthright and reasoned manner in an attempt to resolve the dispute. Failing this, the Committee will elicit all sides of the story and counsel all parties. Generally, such discussions will be held by telephone with no records or notes being kept to ensure confidentiality. The proceedings of the Committee will be confidential and the Company will not cite a Flight Attendant's involvement with the Committee in a disciplinary proceeding. The Company may refer to the facts and the dispute that resulted in a referral to the Committee in subsequent disciplinary and System Board proceedings.

4. Should the conflict fail to be resolved through the methods set forth above, the Flight Attendant involved will be invited to a Committee meeting. After each such Flight Attendant has had the opportunity to present his or her position, the Committee will seek a commitment from the parties involved to end the conflict and, in the future, to work together constructively and without dissension or consternation. Should any Flight Attendant refuse to participate in such a meeting, the Chairperson of the Committee will advise the Company and the Company will encourage all involved parties to work with the Committee to attempt to attain a satisfactory resolution to the problem.
5. At or before the end of the designated period, the Committee will make a verbal report to the Director Inflight Services, or her/his designee, that "the problem is resolved" or that "the Committee is unable to resolve the matter and cannot be of any further assistance." If the Committee reports that the problem has been resolved, the Company may, at its discretion, confirm with the participant in the dispute that such participant is satisfied with the resolution achieved by the Committee.
6. If successful resolution of the problem is not obtained by the Committee within the designated period, the Company will then be free to take whatever action that is not inconsistent with this Agreement. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused by the designated period during which the matter was under referral to the Committee will not be raised by the Union as a defense, nor will the Company assert any failure of the Committee to arrive at a successful resolution as supporting the Company's position. No Committee member will be asked or required by the Company to bear witness regarding the proceedings before the Committee in any disciplinary case that previously had been referred to the Committee.
7. The existence of this Paragraph C. and the procedures delineated herein will in no way alter or diminish the Company's authority to ensure proficiency and air safety, nor will this Paragraph C. or the proceedings herein abridge or infringe on a Flight Attendant's rights under this Agreement.

**D. Drug and Alcohol Testing**

1. Flight Attendants experiencing difficulty with drugs or alcohol are encouraged to undertake immediate and effective measures to address such problems voluntarily. While the emphasis is on voluntary treatment, the parties recognize the need for enforcement of reasonable rules for regulating Flight Attendant conduct in the workplace. Recognizing that a Flight Attendant's misuse of drugs or alcohol not only endangers the Flight Attendant, but also threatens the safety of fellow employees, the traveling public and emergency personnel, it is the policy of the Company and the Union to protect the health and safety of all employees and passengers of the Company.
2. When a Flight Attendant is subjected to testing for drugs or alcohol:
  - a. The Company will be responsible for all expenses associated with the testing of the primary sample. If the split sample is tested and tests positive, the Company may seek reimbursement from the Flight Attendant of the actual cost of testing the split sample.
  - b. For purposes of worker's compensation coverage only, a Flight Attendant is considered on duty during all time spent performing a required drug or alcohol test and for the time spent traveling to and from the testing facility.
  - c. A Flight Attendant will not be required to submit to drug or alcohol testing when the Flight Attendant has been released from duty or during the Flight Attendant's day off. In the event of an accident/incident, or where there is a reasonable suspicion, the Company will notify the Flight Attendant s/he is not released until testing is completed.
  - d. Upon request of a Flight Attendant on a form designated by the Company, a Flight Attendant notified of a random drug or alcohol test scheduled at the end of a trip will be paid an additional \$10.00 for such test.
  - e. When drug or alcohol testing is conducted at the Flight Attendant's domicile, the Company will either arrange travel to and from the testing facility or will pay AAA mileage at the applicable IRS rate to and from the testing facility.
  - f. Out of Domicile Drug/Alcohol Testing

- i. When drug or alcohol testing is conducted out of domicile, the Company will arrange travel to and from the testing facility. Transportation vouchers will be given to Flight Attendants. If a voucher is not available, the Company will pre-pay the transportation.
  - ii. When drug or alcohol testing is conducted out of domicile while on an overnight, the Flight Attendant will be provided at least 10 hours of rest, calculated from 15 minutes (30 minutes for International flights) after her/his last flight to 45 minutes before her/his next flight.
- g. A Flight Attendant is subject to the Company and DOT/FAA drug and alcohol policy..

**E. Chemical Dependency Disclosure Policy**

1. Flight Attendants with chemical dependency issues are encouraged to voluntarily self-disclose and seek assistance. If such Flight Attendant self-discloses prior to being selected for random, reasonable suspicion, or incident/accident alcohol or drug testing, and in accordance with the provisions of this Paragraph E., s/he will be provided the opportunity to seek treatment and rehabilitation. The Company and the Union agree to work jointly in coordinating the services of either the AFA EAP or Company EAP to provide assistance to such Flight Attendants.
2. When self-identifying, the Flight Attendant must agree, in writing, to seek evaluation for chemical dependency, complete any necessary rehabilitation treatment, and comply with all other conditions for return to service established by the Company.
3. A Flight Attendant may self-identify for chemical dependency up to a maximum of two (2) times in his/her employment at the Company.

**SECTION 30 - EFFECTIVE DATE AND DURATION**

This Agreement shall become effective on July 15, 2019, and continue in full force and effect until July 15, 2023, and shall renew itself without change until each succeeding June X thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least 270 days prior to July 15, 2023 (or any May 1 thereafter if applicable). If such notice is served, negotiations will commence one hundred and eighty (180) days prior to June X of the applicable year.

IN WITNESS WHEREOF, the parties have signed this Agreement this 23 day of July, 2019.

For The Association of Flight Attendants-  
CWA AFL, CIO

For PSA Airlines, INC

\_\_\_\_\_  
Sara Nelson  
International President

\_\_\_\_\_  
Dion Flannery  
President and C.E.O.

\_\_\_\_\_  
Lee Wilkes  
MECP/LECP

\_\_\_\_\_  
Margaret Soda  
Vice President of HR and Labor

\_\_\_\_\_  
Alicia Brockers  
Negotiating Committee Member

\_\_\_\_\_  
Keith Stamper  
VP of Air Operations

\_\_\_\_\_  
Marty Dellinger  
Negotiating Committee Member

\_\_\_\_\_  
Debra Hoke  
Director of Inflight Services

\_\_\_\_\_  
Suzanne Balzer  
AFA Staff Negotiator

\_\_\_\_\_  
Jeremy Gorges  
Director of Employee Relations



March 23, 2016

Ms. Lisa Heinselman  
Local 75 President  
Association of Flight Attendants  
501 3rd Street, NW  
Washington, DC 20001

Re: Profit Sharing Plan

Dear President Heinselman:

This letter will confirm our understanding regarding profit sharing for flight attendants employed by PSA Airlines.

American Airlines Group ("AAG") will establish a profit sharing arrangement (the "Profit Sharing Plan") that will allow eligible employees, including employees represented by the Association of Flight Attendants the opportunity to share in the financial success of AAG.

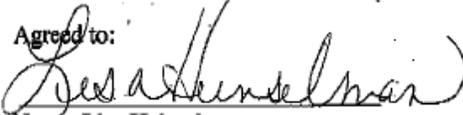
The effective date of the Profit Sharing Plan, as to AFA-CWA-represented employees covered by this letter, will be the date on which AFA-CWA has approved and you have signed this letter on behalf of AFA-CWA. The terms and conditions set forth in the Profit Sharing Plan shall apply and shall govern the participation of employees represented by AFA-CWA.

This Letter of Agreement shall supersede all prior LOAs establishing a profit sharing program for AFA-CWA-represented employees and shall remain in effect for the duration of the Joint Collective Bargaining Agreement dated May 1, 2012.

Sincerely,

  
Michael Scrobola

Agreed to:

  
Name: Lisa Heinselman  
Title: Local 75 President  
Association of Flight Attendants

3400 Terminal Drive, Vandalia, Ohio 45377  
937.454.1118 TEL | 937.665.2510 FAX

psairlines.com

## **APPENDIX “A”- STANDING PANEL OF NEUTRALS**

1. Richard I. Bloch
2. Bonnie Weinstock
3. Josh Javits
4. Richard Kasher
5. Charlotte Gold
6. Dana Eischen
7. Joyce Klein
8. Joan Parker
9. Marlene Gold

