



# **U·S AIRWAYS**

## **FLIGHT ATTENDANT AGREEMENT**

Between

**US AIRWAYS, INC.**

and

**ASSOCIATION OF FLIGHT ATTENDANTS-  
CWA, AFL-CIO**



**February 28, 2013 to February 27, 2018**

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LETTERS OF AGREEMENT

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**\*Refer to the Implementation Timeline Letter of Agreement regarding the implementation of this Section**

## **SECTION 1 - RECOGNITION AND SCOPE**

### **A. RECOGNITION**

In accordance with the US Airways Flight Attendants' Certification File Number C-4343/Case Number R-3496 made by the National Mediation Board on August 14, 1975, and the America West Airlines Flight Attendants' certification File Number R-6294 issued by the National Mediation Board on September 20, 1994, the Company hereby recognizes the Association of Flight Attendants-CWA as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.

### **B. SCOPE**

1. Only US Airways employees as defined in Section 2.H of this Agreement shall be used as Flight Attendants in accordance with Definitions, Section 2.H.
2. Only regularly employed US Airways Flight Attendants shall be entitled to bid and fly all operations outlined in Hours of Service, Section 11. As an exception, the Company may select Flight Attendants from the US Airways System Seniority List to participate in FAA Proving Runs.
3. A Flight Attendant shall provide beverage and meal service as set forth in the Flight Attendant Manual and revisions thereto. Such service shall be rendered only in the cabin of the aircraft.
4. In addition to any of the other protections in this Agreement, any flight time as defined in Section 11.A, Hours of Service, of this Agreement that is operated by US Airways Pilots (including during the period of separate pilot operations either America West or US Airways pilots) shall include Flight Attendants on the US Airways System Seniority list. Flight Attendants on the US Airways Flight Attendant System Seniority List shall serve on all commercial passenger revenue flights operated by US Airways, Inc. with pilots on the US Airways Pilot System Seniority List (including during separate operations the US Airways and America West pilot seniority lists).
5. If, following a transaction of any type, the US Airways Pilot System Seniority List (including during separate operations the US

Airways and America West pilot seniority lists), is integrated with another air carrier's pilot seniority list, Paragraph B.4 shall not prevent the integration of the US Airways pilot group with pilots of the merged carrier. In such instance, US Airways Flight Attendants will continue to operate US Airways flights in accordance with this Agreement but will not necessarily only operate such flights with US Airways pilots. In such instance, Flight attendants may be scheduled to fly with pilots of the merged carrier.

### **C. SUCCESSORSHIP**

1. The Company shall require any Successor, including, without limitation, any assignee or purchaser, any merged company or companies, transferee, administrator, receiver, executor and/or trustee to cause the Company (i.e., the airline entity that was acquired) to continue to be bound by all the terms of this Agreement as a condition of any transaction that results in a Successor, subject to applicable procedures under the Railway Labor Act. For the purposes of this Paragraph, a Successor shall be defined as an entity that acquires or controls all or substantially all of the assets or equity US Airways Group or the Company through a single transaction or multi-step related transactions ("Successorship Transaction"). The Company shall provide the Union with written notice of any Successorship Transaction no later than thirty (30) days prior to the closing of the transaction and such notice to be subject to any confidentiality restrictions that the Company in its discretion may impose on the Union or legal requirements that may apply.
2. The Company shall give written notice of the existence of this Agreement, and a copy of this Agreement, to any proposed Successor before the Company and the proposed Successor enter into any arrangement or agreement with respect to a potential Successor transaction.

### **D. LABOR PROTECTIVE PROVISIONS**

1. In the event the Company is merged with another airline, the Flight Attendants covered hereunder shall, upon such merger of the airlines, be provided labor protective provisions no less favorable than the labor protective provisions specified by the Civil Aeronautics Board (CAB) in the Allegheny-Mohawk merger as specified in Section 1 (Introduction), Section 2 (Definitions), Section 4 (Displacement Allowance), Section 5 (Dismissal

Allowance), Section 6 (Benefits), Section 7 (Lump Sum Payment in Lieu of Dismissal Allowances), Section 10 (Rearrangement of Forces in Anticipation of a Merger) and Section 12 (No Requirement for Employees to Accept Employment in a Different Craft or Class) of the Allegheny-Mohawk labor protective provisions. The moving expenses provided for in Section 8 of the Allegheny-Mohawk labor protective provisions, shall consist of the Moving Expenses provided in Section 5 of this Agreement. In lieu of Section 11 of the Allegheny-Mohawk labor protective provisions, the provisions of Section 23 Reduction in Force shall apply. If the Company is under Chapter 11 bankruptcy protection during the duration of this Agreement, the Association agrees that only Sections 3 and 13 of the Allegheny-Mohawk labor protective provisions will apply until one (1) year after the implementation of a confirmed plan of reorganization in such Chapter 11 case.

2. In addition to the protections specified in Paragraph D.1., in the event the Company is merged with another airline whose Flight Attendants are not represented by the Union, the Flight Attendants covered hereunder shall, upon such merger of the airlines, be provided labor protective provisions no less favorable than the labor protective provisions as contained in Sections 3 and 13 of the Allegheny-Mohawk merger.
3. In addition to the protections specified in Paragraph D.1., in the event the Company is merged with another airline whose Flight Attendants are represented by the Union, the Flight Attendant seniority lists shall be merged in accordance with the AFA merger policy.

## **E. PARTIAL TRANSACTIONS**

In addition to all other protections under this Agreement, if, within any twelve (12) month period while the Agreement remains in effect, US Airways Group or the Company sells, transfers or disposes of assets which, net of asset purchases or acquisitions during the same twelve (12) month period, constitute twenty percent (20%) or more of the value of the assets of the Company or US Airways Group (the closing of any such transaction(s) which alone or in the aggregate satisfy the aforesaid percentage being referred to as a "Triggering Event"), then:

1. In the event another air carrier (a "Transferee") purchases or acquires any aircraft of the Company or US Airways Group as part of any transaction that constitutes a Triggering Event, the Union shall determine, in its sole discretion, whether or not Flight

Attendants from the US Airways System Seniority List (the “Transferring Flight Attendants”) shall transfer to the Transferee and which Flight Attendants shall transfer. The number of Transferring Flight Attendants shall be determined by calculating the average Flight Attendant staffing on a monthly basis over the prior twelve (12) months attributable to the aircraft transferred to the Transferee in connection with the Triggering Event; and

2. The Company and US Airways Group shall require any Transferee to employ the Transferring Flight Attendants, with the integration of the Transferring Flight Attendants into the Transferee’s seniority list to be governed by the Union Merger Policy if both pre-transaction flight attendant groups are represented by the Union and otherwise by Sections 3 and 13 of the Allegheny-Mohawk LPPs.

#### **F. MINIMUM AIRCRAFT/DAILY UTILIZATION**

1. The minimum fleet and daily utilization provisions contained in the Pilot Transition Agreement dated September 23, 2005, as described in Paragraphs F.2 and F.3 below, as modified or eliminated by the Company’s pilots, shall be provided to the Flight Attendants.
2. For US Airways, the number of minimum aircraft will be re-established one year after the consummation of the Merger Agreement at the lesser of two hundred seventy-nine (279) total aircraft (excluding SJs), or the number of total aircraft then operated by US Airways (excluding SJs) less ten percent (10%), rounded to the nearest aircraft, with the daily utilization rate measured monthly as the average daily utilization rate for the prior twelve months less ten percent (10%).
3. For America West, the number of minimum aircraft will be established one year after the consummation of the Merger Agreement at the lesser of one hundred forty (140) total aircraft (excluding SJs), or the number of total aircraft then operated by America West (excluding SJs) less ten percent (10%), rounded to the nearest aircraft, with the daily utilization rate measured monthly as the average daily utilization rate for the prior twelve months less ten percent (10%).

#### **G. FORCE MAJEURE AND BANKRUPTCY PROTECTION**

1. This Section 1.E. shall not apply to: (1) transactions made necessary by circumstances over which the Company has no control, as defined in Section 1.G.3. below; (2) the retirement of aged assets in the ordinary course of business; and (3) financing transactions such as sale-leasebacks where the transferred assets continue to be used in the Company's operation.
2. If the Company is under Chapter 11 bankruptcy protection during the duration of this Agreement, the Union agrees that the provisions of Section 1.E. and F., as amended, will not apply until one (1) year after the implementation of a confirmed plan of reorganization in such Chapter 11 case.
3. The Company will be excused from compliance with the provisions of this Section 1.E. and F. to the extent that a circumstance over which the Company does not have control is the cause of an asset reduction below the levels guaranteed in Section 1.E. and F. The term "circumstance over which the Company does not have control" includes, without limitation: a natural disaster; labor dispute grounding of a substantial number of the Company's aircraft by government agency or by voluntary action by the Company for safety reasons in lieu thereof, which in either case could not be cured or avoided by the Company; reduction in flying operations because of suppliers being unable to provide sufficient critical materials for the Company's operations; revocation of the Company's operating certificate(s); war emergency; or acts of terrorism.
4. Notwithstanding the provisions of Section 38 (Amendments to the Agreement) and Section 39 (Duration), the Labor Protective Provisions provided for in 1.D and 1.E, herein shall not be reduced, delayed or otherwise diminished by US Airways Group, the Company, the Union, nor any Successor to the Company or Union, for a period of up to and including three (3) years after the date of any merger, acquisition, or partial transaction as described herein.

## **H. SEVERABILITY**

Should any part or provision of the Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.



## **I. REMEDIES**

1. The Company specifically agrees to arbitrate any grievance filed by the Union alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member.
2. The dispute shall be heard expeditiously no later than thirty (30) days following the submission to the System Board and decided expeditiously not later than thirty (30) days after the closing of the hearing, unless the parties agree otherwise in writing.

## SECTION 2 - DEFINITIONS

- A. **“Aft Lead Flight Attendant”** is the Flight Attendant who has been awarded or assigned a “B” position on a pairing through PBS. This term “Aft Lead Flight Attendant” applies to the B-757, B-767, and A-330 only in accordance with Section 3, Compensation. In the event such Flight Attendant does not cover a flight or flights in her/his Line of Flying, the position selection provisions of Section 10.S shall apply.
- B. **“Block-to-Block”** for flying pay purposes means that period of time beginning when an aircraft first moves from the ramp blocks for the purpose of flight and ending when the aircraft comes to a stop at the ramp for the purpose of loading or unloading at either intermediate stops or final destination.
- C. **“Calendar Day”** shall mean the period from 0000-2359 hours.
- D. **“Charter”** means an off-line or on-line flight that is not a regularly scheduled flight.
- E. **“Credited Hours”** shall be those charged against a Flight Attendant's monthly maximum flight time as set forth in Section 10. of this Agreement, and shall include, but not be limited to regularly scheduled pairings, extra sections, charter trips, ferry flights, rescheduled flights, scenic flights, deadhead flights , vacation, sick leave credit, minimum duty period credit, duty rig, trip hour credit, report no-fly credit, Company or Union Business credit, salary continuance credit, jury duty credit, bereavement, training, and compensated publicity duty credit.
- F. **“Crew Movement-Must Ride”** authorization shall mean that a Flight Attendant shall receive a seat on the flight even if the flight is oversold and shall not be removed from the flight because the flight is oversold or weight restricted.
- G. **“Deadheading”** means time spent by a Flight Attendant, at Company request, in air or surface travel between two (2) points for the purpose of protecting a pairing or returning to her/his domicile, or otherwise positioning a Flight Attendant for Company business.
- H. **“Flight Attendant”** as used in this Agreement shall include both male and female employees who are responsible for the performing or assisting in the performance of all en route passenger service and

who have completed training as prescribed by the Federal Aviation Agency (FAA) and whose names appear on the current Flight Attendant System Seniority List.

- I. **“Flight Attendant Domicile”** shall mean a station which is the common domicile of a Flight Attendant and pilot or group of Flight Attendants and a group of pilots from which scheduled, extra section, and miscellaneous flying is accomplished.
- J. **“Golden Days”** are scheduled days off in Reserve lines that may not be moved without the mutual consent of the Reserve and the Company.
- K. **“Home Domicile”** means the location designated by a certificate holder where a Flight Attendant normally begins and ends her/his duty periods, also known as the Flight Attendant’s domicile.
- L. **“Home Domicile Rest”** means the period of time at a Flight Attendant’s domicile between two (2) pairings.
- M. **“Home Domicile Time”** means the actual time in the domicile to which a Flight Attendant is assigned.
- N. **“International Flight”** An International flight is any flight operating or deadheading outside the forty-eight (48) contiguous United States with the exception of the Bahamas, Canada, and Alaska. This exception does not apply if a flight originates outside the contiguous forty-eight (48) United States and proceeds non-stop to Bahamas, Canada, or Alaska and vice versa. If the Company agrees with the Pilots that the Bahamas is considered International flying, then the Bahamas shall be considered International flying for Flight Attendants.
- O. **“Involuntary Assignment”** means an assignment to a Lineholder on an off day pursuant to the language specified in Section 10 Scheduling, Paragraph I and the Priority of Trip Assignment language specified in Section 12 Reserve, Paragraph M.
- P. **“Layover” or “RON”** means the period of time between duty periods within a pairing.
- Q. **“Language of Destination/Origin (LOD/O)”** Flight Attendant is a designated Flight Attendant awarded or assigned to a flight requiring a foreign language qualified Flight Attendant, who has successfully

passed a Company-approved proficiency test in the language used at the point of destination/origin. For example, on a PHL-FRA flight, the LOD/O Flight Attendant would be German qualified.

As an exception to the above, the Company may utilize LOD/O Flight Attendants based on the language requirements of a particular charter (i.e., Spanish qualified LOD/O Flight Attendants may be utilized on a flight from CLT to LGW or from PIT to LAX transporting Spanish speaking passengers).

- R. **“Line of Flying”** shall mean a Line of Time or a Reserve’s scheduled days available for duty.
  
- S. **“Line of Time”** shall mean a monthly unit of Flight Attendant flying containing a minimum of seventy (70) credit hours and a maximum of ninety (90) credit hours per bid period. The Company may flex the maximum line value by an annual amount of twenty (20) hours, but in no case more than five (5) hours during any given month. As an exception, a Flight Attendant may indicate a bid choice which may allow the bid award to exceed the bounds specified by bidding a High or Low bidding option. Lines constructed in accordance with this bid option shall be constructed to no less than forty (40) hours (low option) or no more than one-hundred ten hours (110) hours (high option).
  
- T. **“Month”** means the period from and including the first day of, to and including the last day of each calendar month of the year, except that:
  - 1. A thirty-one (31) day month may be used to stabilize lines of time by utilizing one (1) day from the thirty-one (31) day month to increase the flight time for schedule purposes in the short month.
  - 2. As an exception to Paragraph T.1., above, the Company will be permitted to add or subtract a day or days to any bid month to stabilize the monthly schedule. This provision cannot be used to add or subtract a day from the calendar year.
  - 3. The Company shall make the determination of adjusted months in advance of the calendar year in which such subtraction or addition will take place and must be published to the Flight Attendants prior to vacation bids.

4. Should there be any changes made in the definition and application of “month” for other flight crewmembers, the Company will meet and confer with the MEC regarding applying such changes to Flight Attendants on the same applicable date(s).
- U. **“Moveable Days”** are scheduled days off in a Reserve line on which a Reserve can be assigned a trip in accordance with Section 12, Reserve.
- V. **“Non-Transoceanic International Flying”** is international flying that does not meet the definition of Transoceanic International Flying. Hawaii is Non-Transoceanic International flying.
- W. **“On-Duty Time”** shall include the hours of one (1) hour before scheduled departure of a flight and shall continue until fifteen (15) minutes after the arrival of such flight, or actual release time, whichever is later.
1. The one (1) hour before scheduled departure and the fifteen (15) minutes after the actual arrival shall also apply to deadheading by air or surface.
  2. For those flights that operate internationally as defined in Paragraph N above, substitute one (1) hour and thirty (30) minutes for one (1) hour before scheduled departure, and thirty (30) minutes for fifteen (15) minutes after actual arrival in the preceding Paragraph.
- X. **“On Premise Reserve (OPR)”** is a Reserve who has been awarded or assigned standby duty in uniform at the airport without a specific flight assignment for the purpose of covering a pairing in order to prevent a delay. An OPR may also be utilized for the purpose of deplaning, boarding or remaining with through passengers on the aircraft.
- Y. **“Open Time”** shall include, but not be limited to the following:
1. Pairings not assigned to a Flight Attendant, extra sections, On-Premise Reserve Duty (Reserves only), supplementary time, flights rescheduled as a result of cancellations, pairings made available after the monthly schedule is awarded, and time dropped through ISAP or ISAP/AIL ;

2. Pairings vacated by lineholders (e.g., leaves of absence, sick leave, jury duty, charters, publicity flights, Union Business, etc.).
- Z. **“Over Water Operations”** means all Company certificated routes or charter operations on which the FAA regulations require over water equipment.
- AA. **“Pay No Credit”** means a Flight Attendant is paid but not credited for the time. Such pay is above the minimum monthly guarantee and the time does not count for purposes of callout time, monthly maximum or determining the number of credited hours in a month.
- BB. **“Preferential Bidding System (PBS)”** Electronic system used to create Lineholder and Reserve lines of flying.
- CC. **“Senior Flight Attendant”** is the Flight Attendant who has been awarded or assigned the “A” position Line of Flying. In the event such Flight Attendant does not cover a flight or flights in her/his line of time, the position selection provisions of Section 10.S shall apply.
- DD. **“Supplementary Coverage”** is Flight Attendant coverage scheduled in excess of the FAA Flight Attendant requirement for each aircraft type in accordance with Section 10.
- EE. **“System Irregular Operations”** means irregular operations which must be declared by the Director of Crew Scheduling or her/his designee. Such declaration must be on a system-wide basis simultaneously for Flight Attendants and Pilots. System Irregular Operations will not be declared for staffing needs.
- FF. **“Transoceanic International Flying (TI)”** is defined as any operating or deadheading over the Atlantic, Pacific (excluding Hawaii), Arctic or Indian Oceans except:
1. Operating or deadheading within North America and
  2. Operating or deadheading between North America and Bermuda or any Caribbean destination.
  3. For purposes of this Section, “North America” is defined as the northern continent of the Western Hemisphere, extending north from the Panama-Colombia border, and including the Central American countries, Mexico, the forty-eight (48) contiguous United States, Alaska and Canada.

4. Any operating or deadheading to or from South America shall be considered Transoceanic International flying.

GG. **“Trip” or “Pairing”** means a series of segments that fall between check-in at the domicile and check-out at the domicile.

HH. **“Trip Hours”** mean all time which is accrued from the time a Flight Attendant is required to report and check-in one (1:00) hour (domestic)/one hour and thirty minutes (1:30) (international) before scheduled departure at the airport of her/his home domicile or actual reporting time, whichever is later, prior to proposed flight departure until the time a Flight

Attendant is released a minimum of fifteen (:15) minutes (domestic)/thirty (:30) minutes (international) after actual arrival at her/his home domicile for a minimum required rest period. The one (1:00) hour (domestic)/one hour and thirty minutes (1:30) (international) before scheduled departure and the fifteen (:15) minutes (domestic)/thirty (:30) minutes (international) after the actual arrival shall also apply to deadheading (by air or surface).

II. **“Union”** as used in this Agreement shall mean the Association of Flight Attendants- CWA

### SECTION 3 - COMPENSATION

- A. Effective March, 2013 a Flight Attendant on the payroll as a Flight Attendant shall be paid hourly rates as follows for all credited hours:

Years of Service	Effective Date			
	3/13*	9/14*	3/16*	9/17*
1st year	\$21.74	\$21.96	\$22.29	\$22.62
2nd Year	\$22.98	\$23.21	\$23.56	\$23.91
3rd Year	\$24.43	\$24.68	\$25.05	\$25.42
4th year	\$25.12	\$25.37	\$25.75	\$26.14
5th Year	\$28.47	\$28.76	\$29.19	\$29.63
6th Year	\$35.00	\$35.35	\$35.88	\$36.42
7th Year	\$37.93	\$38.31	\$38.88	\$39.47
8th Year	\$38.87	\$39.26	\$39.85	\$40.45
9th Year	\$40.12	\$40.52	\$41.13	\$41.75
10th Year	\$41.42	\$41.83	\$42.46	\$43.10
11th Year	\$42.31	\$42.73	\$43.37	\$44.02
12th Year	\$43.33	\$43.76	\$44.42	\$45.09
13th Year	\$44.28	\$44.72	\$45.39	\$46.07
14th Year	\$45.25	\$45.70	\$46.39	\$47.08
15th Year	\$47.15	\$47.62	\$48.34	\$49.06

\*First day of the bid month

#### B. MINIMUM MONTHLY GUARANTEES

1. Each Lineholder shall receive a seventy-one (71) hour guarantee at her/his hourly rate.
2. A Lineholder who voluntarily gives up a pairing(s) through the provisions of ETB (Electronic Trade Board) or ISAP to reduce her/his credited hours below seventy-one hours (71) shall have her/his applicable guarantee reduced accordingly.
3. Each Reserve shall receive a seventy-five (75) hour guarantee at her/his hourly rate.
4. A Flight Attendant who is in active service for less than one (1) full month shall have her/his minimum guarantee prorated as follows:



(Minimum Guarantee) ÷ (total number of days in the bid month) x the number of days on active status = Prorated Guarantee.

75 ÷ 30 day month = 2.5    75 ÷ 31 day month = 2.42

**C. SENIOR PAY PREMIUMS**

Aircraft Type	Domestic	International (TI & NTI)	TI CSD
E190	\$1.25	\$1.25	
B737-300/400	\$2.50	\$2.50	
A319/A320	\$2.50	\$2.50	
A321	\$3.25	\$3.25	
B757	\$2.75	\$3.75	\$5.75
B767	\$3.25	\$6.50	\$7.50
A330	\$3.25	\$6.50	\$7.50

NOTE: rates shown are per hour

**D. AFT LEAD PAY PREMIUMS**

Aircraft Type	Domestic	International (TI & NTI)
B737-300/400	--	--
A319/A320	--	--
A321	--	--
B757	\$1.00	\$1.75
B767	\$1.00	\$1.75
A330	\$1.00	\$1.75

NOTE: rates shown are per hour

**E. HOLDING TIME**

1. A Flight Attendant may be required to remain on duty with passengers on the aircraft at originating, intermediate, and terminating stations. Such required time on duty shall be considered "holding time" and shall not be considered as flight time for the purpose of flight time limitations.
2. At originating and intermediate stations when the ground time exceeds the scheduled ground time by thirty (30) minutes, a Flight Attendant shall receive seven dollars (\$7.00) per hour or fraction thereof, for all time spent with passengers, excluding ground time.

3. At crew change stations when required to remain with passengers while waiting for replacements beyond forty-five (45) minutes, a Flight Attendant shall receive seven dollars (\$7.00) per hour or fraction thereof.

#### Holding Time Examples

##### Example 1)

Originating flight/originating crew scheduled departure - 0700; actual departure - 0735. A :35 minute holding claim is applicable. The Flight Attendant would receive seven dollars (\$7.00) of ground holding pay.

##### Example 2)

Through flight/through crew (no posted delay). Scheduled arrival - 0630; actual arrival - 0700; scheduled departure - 0715; actual departure - 0730. No holding claim results from this example; however, if the actual departure time would have been 0746 then a :31 minute holding claim would have resulted.

##### Example 3)

Through flight/through crew (posted delay). Actual arrival - 0700; posted delay in departure time - 0720; actual departure - 0751. A :31 minute holding claim is applicable, i.e., holding pay is triggered :31 minutes after the posted departure. The Flight Attendant would receive seven dollars (\$7.00) of ground-holding pay.

##### Example 4)

Through flight/crew change (assuming late arrival of inbound flight). Holding claim triggered: 31 minutes after the posted departure. The Flight Attendant would receive seven dollars (\$7.00) of ground-holding pay.

##### Example 5)

Originating flight/originating crew scheduled departure – 0700; actual departure – 0805. A 1:05 minute holding claim is applicable. The Flight Attendant would receive two (2) hours of ground holding pay. The Flight attendant would receive fourteen dollars (\$14.00) of ground-holding pay.

## **F. UNDERSTAFFING PAY**

Should a flight be dispatched with fewer than the number of Flight Attendants required by the staffing parameters in Section 10 of this Agreement, each Flight Attendant working the flight will be compensated at the rate of ten dollars and fifty cents (\$10.50) per credited hour, prorated to the nearest minute. In addition, the Flight Attendants operating these flights/pairings may use expedited service procedures.

## **G. INTERNATIONAL PAY**

1. A Flight Attendant on a Transoceanic International pairing will receive International Pay for all operating or deadheading segments scheduled in such pairing.
2. A Flight Attendant will be paid \$3.00 for each hour or fraction thereof flown, prorated to the nearest minute, on international flights (i.e., both transoceanic and non-transoceanic).

## **H. TRAINING PAY**

1. A Flight Attendant shall receive seventy-five dollars (\$75.00) pay for each day of recurrent training. If Distance Learning is substituted for a day of recurrent training, the Flight Attendant shall be paid seventy-five dollars (\$75.00) pay for the Distance Learning.
2. A Flight Attendant shall receive seventy-five dollars (\$75.00) pay no credit for each day of non-recurrent classroom training.
3. A Flight Attendant shall receive the following pay for non-recurrent Distance Learning as determined by the amount of time a Flight Attendant would reasonably take to complete the training:  
up to 2 hours - \$25.00, 2:01 hours-4:00 hours - \$50.00, 4:01-8:00 hours - \$75.00.
4. A travel day to and from training on a day other than an actual training day shall be considered a day in training for pay purposes, i.e. seventy-five dollars (\$75.00) pay. A Flight Attendant receiving pay under this provision shall not receive deadhead pay and credit for deadhead travel on that day unless the deadhead pay between domicile and training would provide greater pay and

credit, in which case the Flight Attendant would receive only the deadhead pay and credit.

5. A Flight Attendant who reports to the airport for her/his scheduled deadhead to training, including a scheduled deadhead from her/his residence as specified in Section 29.J.1, and the flight fails to operate or is delayed so that the Flight Attendant will not be able to attend training or arrive home within the sixteen (16) hour limitation will receive a minimum of two (2) hours pay and credit, provided an alternate deadhead flight and training class is not available within the sixteen (16) hour limitation, determined by the check-in time for the original flight.
6. Per diem will apply for classroom training and travel days, but will not apply for home study. Per diem shall be paid for all time away from base for the training event. In the event the Flight Attendant comes from a location other than her/his domicile, she/he would be paid and would receive per diem as if coming from domicile.
7. International service training will be paid at a rate of seventy-five dollars (\$75.00) pay for each day of such training plus per diem, and may be reduced at Company option to a home study/video. Clarification: A Flight Attendant is not required to complete International Training in order to fly NTI.

## **I. JURY DUTY PAY**

1. If a Jury Duty summons is submitted to the Company before the PBS awards are final, a planned absence will be added for the day the Flight Attendant must appear/call in for jury duty and the following day. The Flight Attendant will receive a daily credit at the rate of four hours fifteen minutes (4:15) pay and credit per day.
2. If a jury duty summons is submitted to the Company after PBS awards are final and such jury duty assignment conflicts with a scheduled pairing, training day or day of availability the Flight Attendant will be paid at the daily rate for the day scheduled to appear/call in for jury duty and the following day.
3. If the Flight Attendant is required to remain on call or is required to report for jury duty and the Flight Attendant is on duty or has a pairing conflict, the Flight Attendant will be paid the daily credit for each day of the jury duty obligation. If a Flight Attendant is released from jury duty after 1200, she/he shall be eligible for pay

protection at the daily rate for the following day (assuming the pairing that was given up was operated on such date) but not thereafter.

4. A Lineholder who is serving on jury duty for a full month will be paid to her/his applicable monthly maximum. A Reserve serving on jury duty for a full month will be paid on the basis of pairings missed as described above. In no case would such Reserve be paid and credited less than her/his applicable monthly guarantee, and in no case more than her/his applicable monthly maximum.
5. If, through any combination of a Flight Attendant's scheduled duty with the Company and jury duty, she/he is not provided with at least one (1) calendar day off in seven (7), such Flight Attendant shall have the right to move her/his scheduled day(s) off as necessary to provide the required minimum one (1) day off.

**J. DRUG TESTING**

A Flight Attendant will be paid fifteen dollars (\$15.00) for each random drug or alcohol test she/he is required to undergo after her/his release from duty. There will be no credit associated with the test or the payment.

**K. LANGUAGE OF DESTINATION/ORIGIN (LOD/O) PREMIUM PAY**

1. A LOD/O Flight Attendant will be paid at two dollars (\$2.00) an hour, prorated to the nearest minute, in addition to any other pay and applicable premiums, for all credit hours on any pairing containing a LOD/O pairing segment. The LOD/O premium will apply to all hours on deadhead flights.
2. International premium of three dollars (\$3.00) an hour, in addition to the LOD/O premium of two dollars (\$2.00) an hour, shall apply to the minimum monthly guarantee of any LOD/O Reserve at a domicile that has flying eligible for the international premium in her/his LOD/O language.
3. When the Company requires more than one (1) LOD/O Flight Attendant on a pairing, each required LOD/O Flight Attendant will be paid the LOD/O premium.

4. A LOD/O Flight Attendant, qualified in the language specified for the required LOD/O position, who is on the flight but not filling a required LOD/O position, will be paid the following:
  - a. If such Flight Attendant is on the entire pairing with the LOD/O Flight Attendant in the required LOD/O position, she/he will be paid one dollar and twenty-five cents (\$1.25) per hour for each credited hour, in addition to any other pay and applicable premiums.
  - b. If such Flight Attendant is on a separate pairing that contains a segment(s) scheduled to be flown by a required LOD/O Flight Attendant, she/he will be paid one dollar and twenty-five cents (\$1.25) per hour for each block hour flown on such segment(s), in addition to any other pay and applicable premiums.
5. A LIP Flight Attendant, qualified in the language specified for the LOD/O position will be paid \$1.50 per hour on any trip/segment on which she/he fills the LOD/O position in the absence of a qualified LOD/O.

#### **L. GALLEY PAY**

A Flight Attendant working the “E” position (i.e., Envoy/Business Class galley) on the Transoceanic International A330 shall be paid one dollar (\$1.00) for each hour flown, prorated to the nearest minute.

#### **M. HOLIDAY PAY**

In addition to all other compensation, a Flight Attendant working on a “Compensated Holiday”, i.e., Thanksgiving Day, December 25<sup>th</sup> (Christmas Day) and/or January 1<sup>st</sup> (New Year’s Day), shall be paid as follows:

##### **1. Lineholder/ Reserve Who Flies A Trip**

Hourly rate of pay times the credited flight time for the trip, divided by the number of hours away from home, times the number of hours away from home falling within the Compensated Holiday(s), divided by two.

Example: A Flight Attendant making \$30.00 per hour flies a trip which produces 17 hours of credited flight time and keeps the

Flight Attendant away from home (report to release) for 48 hours, of which 24 hours falls on the Compensated Holiday:  $\$30.00 \times 17 = \$510.00$  of pay / 48 hours away from home equals  $\$10.625$  per hour.  $\$10.625 \times 24$  hours falling within the holiday equals  $\$255.00 / 2 = \$127.50$ . Holiday pay is  $\$127.50$ .

2. Other Duty Periods/ Report No-Fly
  - a. OPR: A Reserve who accepts OPR duty on a Compensated Holiday and subsequently does not fly shall receive an additional one and one-half hours (1:30) at his/her applicable rate; pay no credit, as holiday pay.
  - b. Report No-Fly: A Flight Attendant who is eligible for Report/No-Fly pay and credit on a Compensated Holiday shall also receive an additional one and one-half hours (1:30) at his/her applicable hourly rate, pay no credit, as holiday pay.
3. Training and Meetings

A Flight Attendant who is scheduled by the Company to attend training or meetings on a Compensated Holiday shall receive double pay for any training or meeting hours falling on such Compensated Holiday.

#### **N. PREMIUMS FOR PAID TIME OFF**

Flight Attendants who are on sick leave, bereavement leave, settling days or jury duty are not entitled to senior, aft lead, "E" galley, LOD/O, CRAF or International premiums. Flight Attendants will receive each applicable senior, aft lead, "E" galley, LOD/O, CRAF and International pay premium for vacation hours only if the credit hours in her/his primary line or PBS award, as applicable, are inclusive of 100% of any single premium(s), e.g. 100% LOD/O, 100% senior, 100% aft lead, etc.

#### **O. PROFIT SHARING**

The Company will establish a Company profit sharing pool at:

1. 10% of the pre-tax profit excluding unusual items (as reported, according to GAAP accounting practices) for pre-tax margins ranging 0.1% to 10%; and

2. at the above, plus 15% of any pre-tax profit excluding unusual items (as reported, according to GAAP accounting practices) in excess of a pre-tax margin of 10%.

The Union's portion of Company profit-sharing pool will be no less than 14.5%.

An individual Flight Attendant's profit sharing payment will be based on such Flight Attendant's gross W-2 earnings (prior to any elective deferrals) for the prior calendar year divided by the gross W-2 earnings (prior to any elective deferrals) of all eligible Flight Attendants for the prior calendar year. "Eligible Flight Attendants" may include retired or furloughed Flight Attendants who had gross W-2 earnings (prior to any elective deferrals) for the prior calendar year, subject to applicable law.

#### **P. MONTHLY METHOD OF PAY**

1. Flight Attendants shall be paid semimonthly (24 pay checks per year) on the 15<sup>th</sup> and 30<sup>th</sup> of each month except as specified below in Paragraph P.3.
2. A Flight Attendants' pay on the thirtieth (30<sup>th</sup>) of the month shall be equal to thirty-seven and one half (37.5) hours (one half of Reserve Guarantee). The balance of pay due will be paid on the fifteenth (15<sup>th</sup>) of the following month.
3. If the 30<sup>th</sup> pay date falls on a weekend or a banking holiday, the pay date will become the preceding business day. If the 15<sup>th</sup> falls on a weekend or banking holiday, the pay date will become the following business day.
4. Provided the Company continues to distribute Flight Attendant paychecks, pay advices and payroll summaries via the U.S. Mail, a reasonable effort will be made to place such documents into the mail system within three (3) days prior to the applicable pay date. Upon an employee's request, a stop payment will be placed for any check not received by the 3<sup>rd</sup> business day following the pay date. A replacement check or pay card will be issued within forty eight (48) hours of a stop payment request.
5. A Flight Attendant may, upon completion of the proper forms provided by the Company, elect to receive her/his pay through pay



card or direct deposit to the financial institution of her/his choice (subject to such financial institution being capable of receiving direct deposit).

6. The Company reserves the right to mandate electronic pay stubs, pay summaries, direct deposit, pay cards and W-2s in those states which allow any or all options. Should pay stubs and summaries be issued electronically, the Company will provide twelve (12) months of history provided the system allows for the retention of data for twelve (12) months.
7. The Company shall make payroll deductions consistent with the applicable law and the provisions of Paragraph Q., below.

#### **Q. PAY DISCREPANCIES**

1. When there is a shortage equivalent to two (2) hours of pay or less in a Flight Attendant's paycheck, such amount shall be added to his/her next check once the matter is resolved.
2. When there is a shortage equivalent to more than two (2) hours of pay but not exceeding five (5) hours of pay, such amount shall be issued through a special check, if requested, and mailed to the Flight Attendant by U.S. Mail, within five (5) days following resolution of the matter. Upon request, the Flight Attendant may make arrangements to pick up a payroll card at a domicile or a check at the Corporate payroll office.
3. When there is a shortage exceeding five (5) hours of pay in a Flight Attendant's paycheck, and once such matter has been resolved, a special check or pay card will be issued if requested, and forwarded to the Flight Attendant by overnight mail, except where the shortage is due to the Flight Attendant's negligence or mistake. Upon request, the Flight Attendant may make arrangements to pick up a payroll card at a domicile or a check at the Corporate payroll office.
4. The above Paragraph Q.3 shall not apply to payroll irregularities of a system or domicile nature involving multiple employees; however, in such circumstances, the Company will make every reasonable effort to expedite the necessary corrective action.

#### **R. OVERPAYMENTS**

1. If a Flight Attendant is overpaid, her/his options shall be one of the following:
    - a. A new check shall be written immediately, or as soon as practicable, unless the Flight Attendant already cashed the paycheck.
    - b. Reimburse the Company the total amount that she/he was overpaid.
    - c. Reimburse the Company through payroll deductions spread equally over two (2) months for overpayments less than or equal to \$250.00 and over four (4) months for overpayments greater than \$250.00.
  2. Upon request of the Flight Attendant, the Company shall meet with her/him and review the payroll records substantiating the overpayment.
- S. West Flight Attendants shall be transitioned to the payroll schedule specified in this Section in accordance with the chart below. Such Flight Attendants will be given a minimum of ninety days' notice prior to the bid month of the transition.

	April 30 <sup>th</sup>	May 15 <sup>th</sup> (4/1-5/1)	May 30 <sup>th</sup>	June 17 <sup>th</sup> (5/2-6/1)	June 28 <sup>th</sup>	July 15 <sup>th</sup> (6/2-7/1)	July 30 <sup>th</sup>
East	37.5 hours Advance (April)	Actual hours worked in April minus the advance	37.5 hours Advance (May)	Actual hours worked in May minus the advance	37.5 hours Advance (June)	Actual hours worked in June minus the advance	37.5 hours Advance (July)
West to East	May 3 <sup>rd</sup>	May 20 <sup>th</sup>	June 5 <sup>th</sup>	June 17 <sup>th</sup>	June 28 <sup>th</sup>	July 15 <sup>th</sup>	July 30 <sup>th</sup>
Transition	(4/16-4/30)	(5/1-5/15)	(5/16-5/31)			(6/2-7/1)	
	½ guarantee of previous month (last half of April)	½ guarantee of current month (first half of May) plus exceptions of April month (April)	½ guarantee of previous month (last half of May)	*Exceptions for May (positive adjustments only)	37.5 hours Advance (June) Remaining negative adjustments from May will be taken on this pay.	Actual hours worked in June minus the advance	37.5 hours Advance (July)
Transfers							
Transfers East to West - May			37.5 hours Advance (May) pay date May 30th (East payroll - USINFL)	Actual hours worked in May minus the advance pay date June 17th (West Payroll USXCSP)			
Transfers West to East - May		exceptions of April month (April) pay date May 20th (West payroll USXCSP)	37.5 hours Advance (May) pay date May 30th (East payroll - USINFL)	Actual hours worked in May minus the advance pay date June 17th (East Payroll USINFL)			

## SECTION 4 - EXPENSES

### A. PER DIEM

1. A Flight Attendant shall be paid expenses for meals for each trip hour, prorated to the nearest minute, in accordance with the following rates:

<u>Domestic</u>	<u>International</u>
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\$2.00	\$2.20
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2. International expenses shall apply to all service to and from international destinations.

Examples: 1) PIT-PHL-BDA: The PHL-BDA segment would pay international expenses.

2) PHL-LGW-FRA-PHL: All segments would pay international expenses.

3. A Flight Attendant assigned to training away from her/his domicile shall be paid expenses for meals at the above rates per hour for all hours away from her/his domicile, including the check-in/checkout time for the deadhead to/from training.
4. A Flight Attendant assigned to training at her/his domicile shall be paid the above rates for all hours in training.
5. Per diem will not apply for home study.
6. A Flight Attendant, when away from her/his domicile at places other than regular system layover stations, shall be paid reasonable actual expenses for meals or the above rates for each trip hour, whichever is greater.
7. A Flight Attendant shall receive per diem for all hours on OPR, prorated to the nearest minute. If a Flight Attendant is assigned a trip while on OPR, the Flight Attendant shall receive per diem from the commencement of OPR until the Flight Attendant is released in her/his domicile at the end of the assigned pairing.
8. In the event the Company increases the meal allowance for other

flight crewmembers before the expiration of this Agreement, those increases will be extended to include the Flight Attendants.

## **B. SPECIAL**

1. A Flight Attendant assigned by the Company to duty away from her/his domicile on a temporary or special basis, such as recruitment or publicity/promotional assignments, shall be reimbursed for all reasonable actual expenses incurred, substantiated by receipts when required.
2. If such duty assignment is to exceed seven (7) nights, the Company will advance the Flight Attendant reasonable estimated expenses. Such a request must be made in writing to InFlight at least five (5) business days before the scheduled departure. If the Flight Attendant is given less than five (5) business days' notice of the assignment, the Flight Attendant may request an advance and shall receive the advance as soon as practicable. For an assignment of less than seven (7) days, the Company shall consider issuing the advance on a case by case basis.

## **C. CREW MEALS**

1. Crew meals will be provided to Flight Attendants working a Transoceanic International (TI) flight. Such meals will be the same as those provided to the Pilots working the flight.
2. Crew meals will be provided when the flight time (block hours) is scheduled to exceed eight (8) hours. The meals will be appropriately selected for the time of day relative to the length of the duty period.

## **D. PARKING**

1. The Company shall provide free or reimbursed parking for all Flight Attendants at their domicile, or co-domicile airports. Alternatively, a Flight Attendant may elect to receive a \$25.00 monthly parking allowance instead of the Company provided parking at the Flight Attendant's domicile. The allowance shall automatically be paid on the paycheck containing the pay exceptions for the month. A Flight Attendant receiving free parking at multiple co-terminals pursuant to Section 17, Common Domiciles, shall receive one \$25.00 monthly parking allowance in lieu of all free parking at the domicile.

2. A Flight Attendant, in lieu of free parking or the \$25.00 out of domicile allowance, may elect to receive a public transit credit to be used in her/his domicile up to the amount of the cost of the free parking at her/his domicile or the \$25.00, whichever is greater. In the event the Company provides greater public transit credits to other employee groups at a domicile, a Flight Attendant at the domicile shall have the option of participating in such program. Public transportation costs will be reimbursed provided such costs are substantiated by actual receipts.
3. The Flight Attendant shall make the election to change her/her parking allowance or public transit credit quarterly or upon changing domiciles or residence of record.

**E. CLAIM FORM SUBMITTAL**

Any expense claim not submitted within ninety (90) days of the occurrence will not be honored.

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## **SECTION 5 - MOVING EXPENSES**

### **A. QUALIFYING FOR EXPENSES**

The Company shall provide a paid move from a Flight Attendant's residence under the following circumstances:

1. Original vacancies upon opening of a new domicile or reestablished domicile, or new vacancies created within the first twelve (12) months after domicile opening.
2. Domicile closure.
3. Displacements from domiciles for any reason.
4. A Flight Attendant recalled to a domicile other than the domicile from which she/he was furloughed shall be paid moving expenses if she/he accepts the first recall to which she/he is eligible.
5. If a Flight Attendant on a leave of absence, or any inactive status, would have otherwise been entitled to a paid move, she/he will be entitled to such a paid move upon return to active status. Time on a leave of absence in excess of thirty (30) days will not be counted for purposes of the three (3) year time limit as specified in Paragraph E.1., below.

### **B. ALLOWABLE EXPENSES**

Moving expenses for Paragraph A., above, shall be arranged and paid for by the Company in accordance with the following:

1. Reasonable actual moving expenses (not to exceed one hundred and ten percent (110%) of mover's estimate) for household and personal effects up to sixteen thousand (16,000) pounds excluding boats, boat trailers, camping and utility trailers that cannot be transported in the mover's van, lumber, cordwood and similarly unusual items.
2. Covered expenses will include the cost of packing, crating, unpacking, disconnection and reconnection of appliances (appliances will consist of the following: stove, microwave, convection oven, washer, dryer, refrigerator, television and antenna, computer equipment [excluding ISP], deep freeze and air conditioner).



3. Movement of more than sixteen thousand (16,000) pounds will be considered on an individual basis.
4. Storage reimbursement up to thirty (30) days.
5. Insurance up to \$3.50 per pound.
6. Expenses for vehicle moving shall be paid at twenty-five cents (\$.25) per mile for one (1) or two (2) vehicles, provided they are registered in the name of the Flight Attendant, Flight Attendant's spouse, domestic partner and/or Flight Attendant's dependent(s), for a distance no greater than the shortest American Auto Association mileage between domiciles from which and to which she/he is being transferred. Expenses will be provided as specified in Paragraph D. 5. below. Such car(s) must be moved within one hundred eighty (180) days of the move of household effects to be eligible for reimbursement under this provision. Verification of travel must be provided, using either dated gas or toll receipts, or service station odometer vouchers. Reimbursement for parking and tolls will be provided if substantiated by receipts. If the distance between domiciles is greater than one thousand two hundred (1,200) miles, the Flight Attendant may elect to ship up to two (2) vehicles by car carrier. The total number of vehicles covered under either option shall not exceed two (2).
7. A Flight Attendant who resides in a single unit mobile home will receive, in lieu of the movement of household goods in B.1. and B.3., reasonable actual expenses including, but not limited to the cost of packing household goods within the unit and unblocking at the present location and blocking and unpacking household goods at the new location, and insurance for the transport of such mobile home. Such Flight Attendant will be eligible for all other expenses specified in this Section. The Company will pay for normal hook up of gas and/or electricity excluding any deposit requirements or rewiring of utility lines to the mobile home location. The Flight Attendant is responsible for road-worthy conditions, necessary road repairs and compliance with state and local laws.
8. In the event a Flight Attendant who qualifies for a paid move in accordance with this Section must break her/his lease, the Company shall reimburse the Flight Attendant for lease cancellation fees and for up to one (1) month's rent and the non-refundable security deposit provided the Flight Attendant does not renew the lease beyond the lease expiration date in effect on the

effective date of the displacement. To obtain reimbursement, the Flight Attendant must attach the following documents to the relocation reimbursement form submitted to the Company:

- a. Copy of the original lease.
- b. Copy of the letter notifying the landlord of the intention to terminate the lease.
- c. Written confirmation from the landlord outlining the fees collected for lease cancellation.

The Company will not reimburse penalties or expenses incurred as a result of the following: forfeiture of deposit for damages or other causes, failure to provide the landlord with written notice of intent to vacate, damage, repair, or vacating condition requirements.

#### **C. HOUSE FINDING FOR COMPANY PAID MOVES**

A Flight Attendant will be given passes in accordance with the Company's Relocation policy.

#### **D. SETTLING DAYS**

1. Upon request, the Company shall provide a Flight Attendant with five (5) consecutive calendar days free of all duty, three (3) days of which shall be paid and credited at the value of a variable minimum day as specified in Section 11, Hours of Service, for the purpose of relocating. A Flight Attendant claiming settling days will not be eligible for any premium pay. A Lineholder shall not be responsible for making up any lost time due to trips missed that were dropped from the Flight Attendant's line, including any adjustments made prior to the award of settling days.
2. The request for settling days pursuant to Paragraph D.1., above, must be made in advance to Crew Scheduling and the Company will honor the five (5) days requested by the Flight Attendant, provided adequate reserve coverage is available on such days.
3. In the event the Company is able to grant the settling days requested by the Flight Attendant, payment for such settling days will be in accordance with Paragraph D.1., above.
4. In the event the Company is unable to grant the specific settling

days requested by the Flight Attendant, alternate settling days will be provided as close to the days initially requested by the Flight Attendant, and settling expenses as specified in Paragraph D.5., below will be paid until such five (5) consecutive calendar days free from all duty are given.

5. Settling and en-route expenses will consist of reasonable actual expenses, when substantiated by receipts for a Flight Attendant and her/his family members incurred for meals, lodging and telephone calls. Extraordinary expenses will be allowed as circumstances indicate.
6. The provisions of Paragraphs D.1. through D.5., above, shall not be utilized to reduce subsequent days off.

#### **E. GENERAL**

The payment of moving expenses shall be subject to the following conditions:

1. The move must be completed within three (3) years of the effective date of the transfer. The date of the move will be the date the mover loads the household effects where the move originates.
2. The Flight Attendant's new residence (as defined in Paragraph H. below) must be located within two hundred (200) miles of the Flight Attendant's new domicile. If another employee group is allowed greater than two hundred (200) miles, the greater distance will be extended to Flight Attendants.
3. The distance between the Flight Attendant's old residence and the new residence must be the lesser of: (x) fifty (50) miles, or (y) fifty percent (50%) of the distance between the domicile from which and to which the Flight Attendant is being transferred.
4. A Flight Attendant who has been granted a Company paid move prior to the date of signing of this Agreement shall be governed by the provisions of the applicable collective bargaining agreement in effect at the time the Flight Attendant became eligible for the Company paid move.
5. When mutually agreeable, the above limitations may be extended due to unusual circumstances.

6. In the event a Flight Attendant becomes eligible for moving expenses under this Section 5 more than one time prior to exercising her/his right to expenses for the first event triggering such eligibility, then such Flight Attendant may receive expenses for no more than one (1) move under this Section. When such Flight Attendant elects to move, she/he shall notify the Company which of the displacement events for which she/he is eligible in accordance with Paragraph A, above, shall be used for expense reimbursement under this Paragraph.

#### **F. VOLUNTARY TRANSFERS**

1. A Flight Attendant transferred from one domicile to another at her/his own request or as a result of a priority return will bear her/his own expenses, except free available space on Company transportation facilities for the shipping of personal belongings shall be furnished to the extent permitted by law.
2. Upon Flight Attendant request, the Company shall provide a Flight Attendant who voluntarily transfers to another domicile with five (5) consecutive calendar days free of all duty for the purpose of relocating. Such settling days shall be provided subject to coverage requirements, but shall not be subject to payment for time lost or any expenses incurred.

#### **G. NEW HIRES**

Upon completion of initial Flight Attendant training and until five (5) consecutive settling days, as provided in Paragraph D.1., above, are completed, the Company shall provide Flight Attendants with the following:

1. Acceptable hotel accommodations in accordance with Section 6.
2. Per diem at the applicable rate provided in Section 4, Expenses. The foregoing per diem shall be offset by per diem paid while on duty.

#### **H. DEFINITIONS**

“Residence” shall mean residential property occupied by the Flight Attendant and will not apply to commercial property, vacation property, or unimproved property. Residential property for purposes of this Paragraph shall mean urban, suburban, or rural property that the

Flight Attendant occupies as her/his residence. Any crops, livestock, implements, or commercial undertakings that may be associated or contained on such premises will not be subject to these provisions. Further, when a commercial enterprise is an integral part of the Flight Attendant's residence or the property on which it is situated, these provisions will not apply.

## **SECTION 6 - CREW ACCOMMODATIONS**

### **A. UNION HOTEL COMMITTEE**

1. The Union shall appoint a Hotel Committee which shall work jointly with the Company to establish and evaluate, on an ongoing basis, a list of acceptable crew hotels in all layover cities.
2. The parties shall establish procedures for changes, deletions, and additions to the approved hotel list as set forth below.
3. The role of the Union Hotel Committee shall be to provide the Company with information, to report the results of site inspection(s) to the Company, to assess the adequacy and suitability of the inspected hotel(s) and to make selection recommendations to the Company.
4. Prior to contract renewal with any listed hotel, the Company shall meet with the Union Hotel Committee and the parties shall agree as to the continued adequacy and suitability of the hotel for use as an approved crew layover hotel. In addition, should the Company decide to enter into a contract with a new hotel, the Company shall also meet with the Union Hotel Committee prior to entering into such contract, and the parties shall agree as to the adequacy and suitability of the new hotel for use as an approved crew layover hotel.
  - a. Should the adequacy and suitability of a hotel change during the term of a contract, the Union Hotel Committee or the Company shall bring the information to the attention of the other party as soon as is reasonably practicable. The Company and the Union Hotel Committee shall agree on what efforts shall be made to remedy any problems, who shall be responsible for promptly informing the hotel of the parties' concerns, and for reviewing the results of these efforts. Should the remedial efforts be unsuccessful, a new hotel may be approved as provided in Paragraph B.8., below.
  - b. Either party may propose additional or substitute hotels at any time. The Union Hotel Committee shall ensure that the hotel's representatives understand that the Committee is not authorized to negotiate room rates or any other contractual terms and conditions or to conclude any agreements with the hotel on behalf of the Company.

5. The Union Hotel Committee Chairperson, or her/his designee, shall be released from duty to inspect any hotels contemplated under this Section. When the Company requests that a Union Hotel Committee member conduct hotel inspections in lieu of sending a Company representative, any pay lost because of the release from duty shall be paid by the Company and the Hotel Committee member shall be provided with positive space on-line transportation to conduct the hotel inspection. Otherwise, the Union shall be responsible for the Hotel Committee member's flight pay loss and the Company shall provide Company Business space available transportation upon request. As an exception, the Company shall provide positive space transportation for one (1) Union Hotel Committee member for all TI hotel inspections.

## **B. LODGING**

1. The Company shall provide a comfortable, safe and clean single occupancy hotel room to a Flight Attendant when:
  - a. a Flight Attendant has a scheduled or unscheduled layover;
  - b. scheduled ground time exceeds four (4) hours (block to block);
  - c. unscheduled ground time is projected to exceed three (3) hours (block to block);
  - d. on an "On-Duty All Nighter (ODAN) pairing with ground time of four (4) hours or more, block to block, the room will be scheduled when the pairing is constructed.
2. A Flight Attendant on a pairing containing an ODAN (On-Duty All Nighter) duty pairing shall be provided overnight accommodations at an airport hotel if one exists and provided such property is consistent with the selection guidelines included in this Paragraph B., and the room rate is consistent with comparable property for a scheduled layover of fourteen (14) hours or less. If an airport hotel is not available, the Company shall work with the Union Hotel Committee to select a suitable hotel for such ODANs as close to the airport as possible.
3. On a scheduled layover of fourteen (14) hours (release to report) or less, the hotel shall be at or near the airport.

4. On a scheduled layover in excess of fourteen (14) hours (release to report), the hotel shall be in a metropolitan area, unless otherwise mutually agreed between the Union Hotel Committee and the Company, and within close proximity (safe walking distance) of shopping, theaters, restaurants, etc. Upon mutual agreement of the Union Hotel Committee and the Company, in instances of lengthy transportation to and from the metropolitan area, or other concerns, layovers in excess of fourteen (14) hours (release to report) for specific cities may be treated as an exception, and alternate hotels will be provided.
5. In selecting hotels, the Company and the Union Hotel Committee shall consider the following:
  - a. Hotels with twenty-four (24) hour restaurants or room service with discounted crew menus or twenty-four (24) hour transportation service to nearby restaurants;
  - b. Hotels with rooms for Flight Attendants as follows: on the second or higher floor, on the same floor, with queen or king-size beds, with doors that open to an indoor hallway and are removed from elevators, ice machines, and other noise sources, and have effective sound-proofing; are away from stairwells and emergency exit doors; with effective blackout curtains, self-controlled quiet heating and air conditioning systems and on non-smoking floors (individual crew members may request to be assigned to smoking rooms based on availability);
  - c. Availability of a separate crew sign-in sheet and crew rooms that will be immediately available upon arrival of the crew;
  - d. Hotels with unblocked telephones, free local calls, no charge for making toll-free calls and no long distance access charges, free hairdryers, coffee-makers, irons and ironing-boards;
  - e. Free high-speed or Wi-Fi internet access;
  - f. Safe and secure transportation for the crew members and their luggage;
  - g. Hotels that offer Flight Attendants the ability to cash checks up to fifty dollars (\$50);



- h. Hotels with adequate guest security;
  - i. Hotels with exercise facilities;
  - j. Responsiveness to concerns raised;
  - k. Problems with current renovation or construction; and,
  - l. Non-stop transportation to and from the airport.
6. In the event that regularly assigned lodging is not available or if the crew is diverted to other than the scheduled layover, the Company shall provide other like lodging. If the Company is not able to secure like lodging, the Flight Attendant will be allowed reasonable, actual expenses for other like lodging, substantiated by a receipt.
  7. If a hotel with an existing contract is undergoing renovation or construction, the Union Hotel Committee and the Company will, upon request of the Union, meet to determine the suitability of the hotel in situations where the renovation interferes with crew rest or safety.
  8. In the event the Union Hotel Committee and the Company are unable to agree upon the selection of a hotel, or the adequacy and suitability of an existing hotel, the Senior Vice President of Flight Operations, or a corporate officer designated by her/him, shall be requested to discuss the matters at issue, to mediate and seek resolution, and, if necessary, to make a final determination. The Senior Vice President, or a corporate officer designated by her/him, will make reasonable efforts to resolve the disagreement in a manner acceptable to both parties.
  9. Flight Attendants will be provided the same hotel as Pilots for a particular type of layover (short layover or long layover) unless the Union Hotel Committee objects to a particular hotel, in which case Paragraph B.8., above, will apply.

### **C. TRANSPORTATION**

1. The Company shall provide transportation at all layover stations.
2. At points other than the Flight Attendant's domicile, where the Company's scheduled or prearranged transportation is not

available within twenty (20) minutes after such is requested by the Flight Attendant, the Flight Attendant will be authorized to take alternate transportation to the hotel. On overnights scheduled for less than ten hours and thirty minutes (10:30), transportation shall be available within ten (10) minutes and the twenty (20) minute wait set forth above shall not apply.

- a. The expense for the transportation shall be paid by the hotel;  
or
  - b. If the hotel refuses to pay for alternate transportation, the Flight Attendant shall pay for the transportation and be reimbursed by the Company or the Company may provide a cab voucher.
  - c. Reimbursement shall be made on the paycheck containing the pay exceptions for the month following the submission of the expense. The Company may require receipts to be submitted from a Flight Attendant seeking reimbursement.
3. When authorized by Crew Scheduling, actual expenses for round-trip cab transportation within a ninety (90) minute radius of the airport will be allowed when substantiated by appropriate receipts when a Flight Attendant is called to duty, and agrees to report with less than two (2) hours' notice prior to the scheduled departure of a flight. Exceptions will be considered on an individual basis. In lieu of cab transportation, the Company will reimburse reasonable expenses for short-term parking (i.e., daily parking if available; if not available hourly parking).
  4. At a domicile, a Flight Attendant will be allowed actual transportation charges substantiated by receipts if the flight on which she/he is assigned terminates between 11:00 p.m. and 6:00 a.m. as a result of late operation.
  5. At a domicile where there is an employee bus service scheduled, a Flight Attendant will be allowed actual parking charges for a non-premium public parking area when substantiated by a receipt if the employee bus transportation is not available (not scheduled to operate) during periods when flights terminate or originate including the reporting period.

#### **D. GENERAL**

1. A Flight Attendant will not be required to provide a credit card in order to check-in to the hotel.
2. Each Flight Attendant shall pay for any incidental charges (i.e., telephone calls, in-room movie rental, etc.) prior to checking out of the hotel. Only telephone and movies may be charged by a Flight Attendant to her/his room. All other expenses (i.e., restaurant, lounge, room service, laundry/dry cleaning, etc.) must be paid at the time the services are rendered unless credit arrangements have been individually established by the Flight Attendant with the hotel upon check-in. It is the Flight Attendant's responsibility to resolve any discrepancies in incidental charges at the time of check-out.
3. Hotels, hotel phone numbers, van/limo service providers and van/limo service phone numbers will be listed in the bid packet and the Crew Management System. In the event there is a change in layover accommodations, the Flight Attendant shall be notified of the change as soon as possible. A Reserve Flight Attendant who has been advised to proceed directly to the gate area for a trip shall be notified of her/his crew accommodations and van/limo service provider prior to departure.
4. The Company shall arrange for crew hotels to provide an appropriate crew meal on Thanksgiving, Christmas Day and New Year's Day, in the event on-site or local restaurants are closed.
5. Crew Scheduling will not release information to third parties concerning the Flight Attendant's schedule unless authorized by the Flight Attendant. The Flight Attendant is responsible for providing hotel locations and phone numbers to her/his family members. In cases of emergency, Crew Scheduling will relay messages to Flight Attendants as soon as possible.
6. If a Flight Attendant chooses not to stay at her/his assigned hotel, she/he must advise Crew Scheduling no later than one (1) hour after the release time of the duty period and must provide a contact number where she/he can be reached. This provision will only apply to destinations outside the contiguous United States as long as a toll free number is provided for those destinations. If a toll free number is not provided, the Flight Attendant must notify another crew member on the pairing.

7. A Flight Attendant assigned to the same hotel for two (2) or three (3) consecutive nights must check in and out daily prior to a commencing a duty period, except while on a TDY assignment.

**E. FLIGHT ATTENDANT CREW LOUNGES**

1. The Company shall provide a crew lounge at each domicile.
2. The crew lounge at each domicile shall be clean, properly lighted, properly heated and air conditioned, well ventilated, and contain chairs, tables, computers and telephones.
3. The Company will consult with the Union Hotel Committee when establishing a new Flight Attendant lounge or making a major change to an existing Flight Attendant lounge.

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## **SECTION 7 - UNIFORMS**

A. A newly employed Flight Attendant will be required to purchase her/his initial set of required uniform items:

1. **FEMALE – REQUIRED UNIFORM LIST**

- Jackets (2)
- Sweaters (2) (Choice of Cardigan and/or Shell)
- Bottoms (4) (Choice of Skirts, Pants or one-piece Dress, if applicable)
- Tops (5) (Choice of Long and Short Sleeve Shirts or Dress Top)
- Epaulets (1), if applicable
- Serving Garment (2)
- Leather Belt with Buckle (1)
- Neckwear (2)
- All-Weather Coat (1) \*\*
- Lightweight Raincoat (1) \*\*
- Flight Tote Bag (1)
- Luggage (1) 22 inch Expandable Rollaboard
- Gloves (1)
- Wings (2) \*

2. **MALE – REQUIRED UNIFORM LIST**

- Jackets (2)
- Sweaters (2) (Choice of Cardigan and/or Mock Turtleneck)
- Trousers (4)
- Shirts (5) (Choice of Long and Short Sleeve Shirts)
- Epaulets (1), if applicable
- Tie (2) (clip-on optional)
- Serving Garment (2)
- Leather Belt with Buckle (1)
- All-Weather Coat (1) \*\*
- Lightweight Raincoat (1) \*\*
- Flight Tote Bag (1)
- Luggage (1) 22 inch Expandable Rollaboard
- Gloves (1)
- Wings (2) \*

\*The initial sets of wings required to be worn by a Flight Attendant will be furnished by the Company at no cost. Damaged wings will be replaced by the Company at no cost.

\*\*The parties may mutually agree to substitute an All Season Coat for the All Weather Coat and Lightweight Raincoat

- B. Any other item(s) added by the Company as part of the required uniform shall be incorporated into the Required Uniform List(s). Any uniform item that is not required will be an Extra Uniform item. The initial purchase and the cost of replacement for items from the Extra Uniform List shall be borne by the individual Flight Attendant. The Company may add items to the Extra Uniform List. The Company will not delete any item(s) from the Extra Uniform List without offering a substitute mutually agreeable to the Company and the Union.

The following items shall be offered to Flight Attendants as Extra Uniform items:

EXTRA UNIFORM LIST  
16/18 inch Rollaboard  
24 inch Expandable Rollaboard  
Five Pocket Tote  
Wallet on a String (Purse)  
Umbrella  
Soft-sided Cooler  
Garment Bag  
Heavyweight Cardigan Sweater

**C. UNIFORM REPLACEMENT**

1. The Company will pay for the replacement of Required Uniform Items listed in Paragraph A, above, and any additional items listed on the Required Uniform List purchased by the Flight Attendant. Replacements under this Paragraph will only be for normal wear and tear. The Company will not replace any luggage or flight tote bags obtained for individuals other than the Flight Attendant.
2. In the event of a complete or partial change, the Company will pay for the replacement of the applicable Required Uniform Items listed in Paragraph A, above. The Company shall also reimburse the Flight Attendant for items purchased by the Flight Attendant on the Required Uniforms list consistent with this Paragraph C.2. The Company shall attempt to ensure the vendor keeps records of Flight Attendant purchases. In the event those records are unavailable, the parties shall meet and negotiate a proper reimbursement procedure for items on the Required Uniform List purchased by the Flight Attendant.

3. The Company shall bear all shipping costs (delivery/return) for the purchase or replacement of items on the Required Uniform List.
  4. Serving garments and overnight bags will be furnished on a loan basis, if needed, while the Flight Attendant obtains a replacement.
  5. In the event a Flight Attendant who has received a replacement item terminates her/his employment, such items shall be returned to the Company.
- D. Every effort will be made to have a standard fit line including tailored-fit items such as dresses, jackets, skirts, slacks, trousers and maternity outfits at each Flight Attendant domicile/airport location. In the event that other arrangements are made by the Company, transportation will be provided or the cost of transportation will be reimbursed from the airport to the location of the fit line. Reasonable uniform alteration costs, with the submission of a receipt, will be paid by the Company.
- E. The Company will loan two (2) maternity uniforms to a pregnant Flight Attendant who is unable to wear her regular uniform. Such Flight Attendant may choose from maternity outfits, e.g., tops, slacks, or dress. Maternity uniforms shall be returned to the Company cleaned and pressed within sixty (60) days after the commencement of the maternity leave of absence. Absent mitigating circumstances such as bed rest recommended by a physician, if a Flight Attendant does not return the maternity uniforms by the deadline and in the condition specified, the cost of the uniforms will be payroll deducted. The Flight Attendant will be notified in writing of this requirement at the time the leave commences. The Company will make maternity blouses available for purchase.
- F. A Flight Attendant shall not be required to wear a hat as part of the uniform.
- G. A Flight Attendant on an international flight will wear the same uniform as a Flight Attendant on a domestic flight unless mutually agreed otherwise, except a Flight Attendant may be required to wear a tie or neckwear (or an approved necklace as an alternative to the female neckwear) on a transoceanic international flight to European, Asian or South American destinations.
- H. A Flight Attendant must wear the prescribed uniform at all times when on duty, except a Flight Attendant shall not be required to wear her/his uniform when deadheading. A deadheading Flight Attendant must



comply with Company regulations with regard to non-revenue attire in the applicable class of service.

- I. A Flight Attendant will be allowed to wear the current Union emblem or pin on her/his uniform while on duty.
- J. A Flight Attendant shall not be required to display her/his last name on any part of the uniform, including serving garment or any other visible part of the uniform, except as required if required by federal regulations. The wings will not include the Flight Attendant first or last name.
- K. A Flight Attendant shall not be required to wear a shoe with more than a one-inch heel at any time while in uniform, and shall be allowed to wear a flat-soled shoe in the cabin. Medical exceptions to the shoe policy will necessitate medical documentation satisfactory to the Company that sufficiently certifies a Flight Attendant's medical condition.
- L. A Flight Attendant may wear a short sleeve shirt year round. The wearing of jackets and ties/neckwear will be optional, except as provided in Paragraph G., above.
- M. A Flight Attendant who has a uniform item, manual or Company ID stolen or damaged while on duty shall, upon prompt submission of a claim to her/his supervisor/manager within twenty-four (24) hours of release from duty in domicile, have such item(s) replaced at no cost to the Flight Attendant provided the investigation results in the Flight Attendant being absolved of negligence. Items stolen or damaged while the Flight Attendant is not on duty will be handled on a case by case basis.

**N. PAYROLL DEDUCTION OF UNIFORMS ITEMS**

- 1. The initial uniform purchase shall be payroll deducted in increments not to exceed ten dollars (\$10.00) per paycheck. The Flight Attendant may elect to deduct a greater amount.
- 2. A Flight Attendant may have any subsequent uniform purchases payroll deducted. The following restrictions apply:
  - a. Minimum purchase eligible for payroll deduction: twenty-five dollars (\$25.00).

- b. Maximum balance due on account: three hundred dollars (\$300.00), except a newly employed Flight Attendant shall be permitted to deduct the entire cost of the initial required uniform items.
  - c. Minimum amount to be deducted per paycheck: ten dollars (\$10.00). The Flight Attendant may elect to deduct a greater amount.
3. Flight Attendants will be provided with an invoice detailing the cost of each uniform item deducted from her/his paycheck. The cost to the Flight Attendant shall be no more than the cost to the Company, except for extra items that are available to the public for purchase.

**O. UNION UNIFORM COMMITTEE**

- 1. The Company shall meet with the Union Uniform Committee to discuss any anticipated major changes in style, color, material, or substantial cost increase of uniforms. The recommendations of this committee, the Master Executive Council President, the weather conditions, and workloads shall be taken into consideration. Except as specifically provided for in this Section, the Company reserves the right to make all final uniform change decisions.
- 2. The Union Uniform Committee Chairperson or designee shall be allowed to attend meetings or presentations with any potential uniform vendor scheduled as part of the selection process. The Company shall consider the Union Uniform Committee's recommendations before changing uniform vendors. The Company will work with the Union Uniform Committee to expeditiously resolve concerns over uniform designs/manufacturing defects.

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## **SECTION 8 - VACATION**

### **A. VACATION ACCRUAL**

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

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

2. A Flight Attendant who completes less than twelve (12) months of active service in the preceding year shall have her/his vacation accrual prorated.
3. Vacation will be accrued for each month during which the Flight Attendant is on active status for at least fifteen (15) days.

### **B. VACATION PAY AND CREDIT**

1. Vacation days bid in the annual vacation process in blocks of seven (7) or more consecutive days will be paid and credited at four (4) hours per day at the Flight Attendant's rate of pay. Vacation days in blocks of less than seven (7) consecutive days will be paid and credited at three and one-half (3.5) hours per day. Vacation pay and credit shall be based on a Flight Attendant's longevity at the

time the vacation is taken.

2. Premium pay (Senior, Aft, E Galley, LOD/O, International and CRAF) will be paid to a Flight Attendant on vacation as specified in Section 3, Compensation.

### **C. VACATION BIDDING**

1. A Flight Attendant must bid vacation in periods of four (4) or more consecutive days, provided that a Flight Attendant may bid one (1) block of either one (1), two (2) or three (3) consecutive days per year. There shall be no limit on the number of vacation days a Flight Attendant may bid in a month.

2. Primary Vacation Bid

- a. A Flight Attendant shall complete and file her/his preference for vacation periods up to the maximum of her/his accrual on or before October 15. Vacation bids will be open for a minimum of thirty (30) days. A master yearly vacation day matrix will be posted in each domicile and made available electronically on Wings at the same time vacation bids open. The number of vacation days will be no less than the number of days available to Flight Attendants for bid for that year. Vacation periods will be awarded on the basis of preference in order of seniority. Award results shall be posted on or before October 30.
- b. The Company will meet with the MEC President or her/his designee to provide the Union with information as to the vacation matrix planned for the following year one (1) week prior to the opening of the annual primary vacation bid.

3. Secondary Vacation Bid

A Flight Attendant who is not awarded any or all of her/his vacation, who failed to bid in the primary vacation bid, or who has carry forward days to bid may bid on open vacation days in the secondary vacation bid to be completed on or before November 15. If a Flight Attendant has been awarded a period of less than four (4) days in the primary vacation bid, she/he will only be able to bid a period of less than four (4) days in the secondary vacation bid if she/he has less than four (4) days to bid in the secondary vacation bid.

#### 4. Assignment of Vacation

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

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

#### 5. Vacation Awards

Vacation periods will be awarded and assigned in order of seniority. Award and assignment results shall be posted on or before November 30.

#### 6. Monthly Vacation Rebid

a. Vacation days vacated by a Flight Attendant because of separation, leave of absence, vacation periods which were not awarded, or became available as a result of any previous vacation rebid that year, will be posted for rebid as specified in Paragraph C.6.b below, for a minimum of ten (10) days and shall be awarded no later than the first (1<sup>st</sup>) of each month, one month prior, in order of seniority among the Flight Attendants bidding such vacation days in the domicile. Only vacation days posted at the beginning of the vacation rebid will be awarded that month. Such known vacation days which apply to the remainder of the year, will be posted for rebid each month.

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

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

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

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

Example:

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

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

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

## 7. Vacation Bidding - Leave of Absence

a. A Flight Attendant on a leave of absence at the time of the vacation bid may participate in the vacation bid for the following year provided she/he has accrued vacation to bid for the following year. If the Flight Attendant does not bid in the primary or secondary vacation bids, she/he will be assigned vacation periods pursuant to Paragraph C.4, above.

b. Any vacation days accrued prior to the year of the primary vacation bid will be considered carry forward days and bid in the secondary vacation bid. If the Flight Attendant fails to bid such days, the day(s) will be assigned.

c. If by the opening date of the monthly vacation rebid process for the scheduled vacation, the Flight Attendant has not provided the Company with a release from her/his doctor, the vacation will be placed in the vacation rebid. If the Flight Attendant is subsequently released by her/his doctor prior to her/his scheduled vacation, she/he will be allowed to assume such dates, in addition to any Flight Attendant who has bid and been awarded such dates in the vacation rebid.

d. A Flight Attendant who has been awarded vacation prior to the beginning of a leave of absence and whose vacation falls during the leave of absence shall have one opportunity to exercise one of the following options:

i. A Flight Attendant may request a payout for all or part of her/his vacation at the commencement or return to duty from a leave of absence.

ii. A Flight Attendant may request a payout for all or part of her/his vacation during the leave of absence.



- e. A Flight Attendant may cancel all or part of the scheduled vacation while on a leave of absence and rebid such days upon her/his return to duty.
- f. A Flight Attendant on a leave of absence may trade with another Flight Attendant provided her/his vacation has not been posted for the vacation rebid pursuant to Paragraph C.6, above.
- g. A Flight Attendant on an unpaid leave of absence may participate in the monthly vacation rebid. The Flight Attendant will be awarded any vacation she/he could have held in the rebid. However, her/his participation in the rebid will not prevent another Flight Attendant from being awarded the days. If the Flight Attendant returns prior to the vacation, any vacation she/he bid and could have held will be placed on her/his line.
- h. A Flight Attendant on a medical leave of absence and claiming sick leave, may, at her/his option, take vacation in the month the vacation is scheduled. Such Flight Attendant may participate in the monthly rebid. Any such vacation time shall be applied towards the credited hours for the purpose of determining active status as specified in Section 9, Sick Leave.
- i. A Flight Attendant who is unsuccessful in rebidding vacation days during the remaining months in the current year or if there are no months left in the current year to rebid the vacation, will carry over the days and must bid the days during the secondary vacation bid or the days will be assigned pursuant to Paragraph C.4, above.

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

1. Vacations shall not be cumulative and, with the exception of filler days, must normally be taken within the calendar year subsequent to the year in which it is earned.
2. Should a Flight Attendant be unable to take her/his accrued vacation because of circumstances beyond the Flight Attendant's control, the Company will examine each case based on its individual merits and determine if the Flight Attendant will be eligible to carry over such accrual to open periods in the

subsequent year.

3. A Flight Attendant who has unassigned carry forward days must bid the days during the secondary vacation bid or the days will be assigned pursuant to Paragraph C.4, above.

#### **E. FILLER DAYS**

1. A Flight Attendant, at her/his option, may hold twenty percent (20%) of accrued vacation days to a maximum of six (6) days to be used as “filler” days. At least fifty percent (50%) of such days must be taken in the year subsequent to accrual. Any unused “filler” days will be carried over into the following year and will be considered as part of the twenty percent (20%) hold.

Example:	Total Accrual	24
	20%	5
	Filler Days Carried Over	(3)
	Maximum Additional Filler Days	2
		5 days

2. Any filler days a Flight Attendant has not used by the end of the year and is not able to carry over because she/he exceeds the limitations specified above will be converted into carry forward regular vacation days to be used in the following year. Such days will be bid and awarded as part of the monthly vacation rebid. A Flight Attendant may bid the days in the monthly rebid in a period of less than four (4) days only if she/he has less than four (4) days to bid in the monthly vacation rebid, including any other unassigned vacation days. If such carry forward vacation days are not used by end of the following year, they will be paid out to the Flight Attendant.
3. The Company will establish a separate pool of vacation slots which will be dedicated for filler day use. The formula for determining this pool will be based on the number of filler days awarded to Flight Attendants throughout the system but never less than five percent (5%) of the average vacation days allotted for each domicile on a day by day basis as determined by the master yearly matrix. When the percentage results in a decimal it will be rounded up to the next whole number.

Date	Domicile	Daily Domicile Allotment	Filler Day Allotment
June 15, 2013	PHL	241	At least 13

4. The award of filler days will be accomplished as follows:
- a. The master yearly filler day matrix will be posted in each domicile at the same time vacation bids open.
  - b. Filler days for the following month will be awarded on or before the 8th of each month effective with PBS (prior to PBS, the 10<sup>th</sup> of each month), immediately after monthly vacation rebid awards.
  - c. If a vacation slot(s) for the following month remains open after the monthly rebid process, including any vacation slot(s) that become available as a result of that month's Flight Attendant rebid, such slot(s) will be added to the minimum five percent (5%) filler day pool.
  - d. A Flight Attendant who uses a filler day(s) in a month during which she/he is already scheduled for seven (7) consecutive days or more of vacation shall be paid and credited four (4) hours for the filler day(s). If a seven (7) consecutive day period spans two (2) months, any filler days in either month shall be paid and credited four (4) hours.

Example: A Flight Attendant is scheduled for vacation on the 1<sup>st</sup> through the 7<sup>th</sup> of the month (7 days). She/he uses one (1) filler day on the 16<sup>th</sup> of that same month. The filler day will be paid and credited four (4) hours.

Example: A Flight Attendant is scheduled for vacation at transition time, beginning on the 28<sup>th</sup> of March through the 3<sup>rd</sup> of April (7 days). She/he uses one (1) filler day on the 5<sup>th</sup> of March and one (1) filler day on the 25<sup>th</sup> of April. Both filler days will be paid and credited four (4) hours.

- e. A Flight Attendant who uses filler day(s) in a month during which she/he is already scheduled for fewer than seven (7)

consecutive days of vacation shall be paid and credited three and one half (3.5) hours for the filler day(s) in accordance with Paragraph B.1, above.

Example: A Flight Attendant is scheduled for vacation on the 8<sup>th</sup> through the 10<sup>th</sup> of the month (3 days). She/he uses one (1) filler day on the 15<sup>th</sup> of that same month. The filler day will be paid and credited at three and one half (3.5) hours.

- f. A Flight Attendant who uses a filler day(s) to bring her/his vacation period to seven (7) consecutive days or more shall be paid and credited four (4) hours for each day in accordance with Paragraph B.1., above.

Example: A Flight Attendant is scheduled for vacation on the 5<sup>th</sup> through the 10<sup>th</sup> of the month (6 days). She/he uses one (1) filler day on either the 4<sup>th</sup> or the 11<sup>th</sup> of the month, a total of seven (7) consecutive days of vacation. The Flight Attendant will be paid and credited four (4) hours for each of the seven (7) days.

## **F. VACATION BUYBACK**

1. The Company will make available on an annual basis in each domicile a minimum of five and a half percent (5.5%) of the total annual domicile vacation accrual, excluding any vacation carryover, for vacation buyback. Vacation buyback will be awarded by domicile in seniority order to individual Flight Attendants prior to the annual vacation bid and establishment of the vacation matrix. Any reduction in the vacation matrix due to vacation buyback shall be distributed equally throughout the year. Vacation buyback awarded in accordance with the provisions of this Paragraph will be paid in the subsequent year, no later than the last pay period in February.
2. Following the completion of the annual vacation buyback process as specified in F.1, above, the Company may, at its sole discretion, make available additional vacation buyback in any domicile on a monthly basis. The Company shall notify Flight Attendants of the vacation buyback prior to the 1<sup>st</sup> of the bid month. If vacation buyback is offered, the award will be processed in seniority order by domicile with eighty percent (80%) of such vacation buyback

allocated for Lineholders and twenty percent (20%) allocated for Reserves. If insufficient Reserves/Lineholders bid their respective buyback, the time will be awarded in seniority order to the other respective group. Such buyback shall be awarded prior to the opening of bidding. Any previously awarded vacation time will be removed as preplanned absences and such vacation time shall be paid as pay no credit.

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

#### **H. WORKING WHILE ON VACATION**

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

#### **I. VACATION WHEN TRANSFERRING FROM ANOTHER DOMICILE**

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

#### **J. VACATION TRADES**

A Flight Attendant may, at her/his option, trade a vacation period(s), or portion thereof, with another Flight Attendant in her/his domicile provided both Flight Attendants notify their supervisor(s) in writing, or submit the request through the ETB, by the eighth (8<sup>th</sup>) of the month prior to the month in which the trade occurs and provided that the trade does not result in a Flight Attendant having more than one grouping of

three (3) days or less for that year.

**K. OTHER**

1. Flight Attendants may donate current year accrued vacation days to another Flight Attendant according to the Company Gift Vacation Day policy.
2. A Flight Attendant who has completed her/his probationary period and whose service with the Company is terminated shall be paid for any accrued vacation.
3. A Flight Attendant may request, in writing, to her/his Supervisor a special paycheck or an advance fifteen (15) days prior to her/his scheduled vacation period.
4. A Flight Attendant's vacation period will begin at 0000 and end at 2359 Home Domicile Time.
5. Once awarded, vacation shall not be cancelled by the Company.

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## **SECTION 9 - SICK LEAVE**

### **A. SICK PAY AND CREDIT**

Sick time will be paid and credited at one hundred percent (100%).

### **B. NOTIFICATION**

1. A Flight Attendant who is unable to report for duty because of illness or injury shall notify Crew Scheduling as soon as possible. Crew Scheduling will not discuss the nature of the illness or injury, question the illness or injury, or request a doctor's note from a Flight Attendant.
2. A Flight Attendant who is unable to report for duty for twenty-one (21) or more consecutive days following the origination of a sick call will be required to notify her/his Inflight Supervisor. The Company may require a Flight Attendant who is unable to report for duty for twenty-one (21) or more consecutive days to present medical documentation and promptly be placed on a Medical Leave of Absence.
3. A Reserve who advises Crew Scheduling that the duration of her/his illness or injury is to last for more than one (1) day will not be required to notify Crew Scheduling on each day of illness or injury. However, a Reserve will be assumed to be available for duty at the end of the aforementioned period, or adjoining days off, if any, unless she/he notifies Crew Scheduling to the contrary. A Reserve who expects to be sick for an unknown duration will be required to advise Crew Scheduling of her/his status prior to the commencement of each group of available-for-duty days.
4. A Lineholder may advise Crew Scheduling that she/he will be unavailable on a trip by trip basis or, if known, may advise Crew Scheduling of the expected date she/he will be available.

### **C. SICK LEAVE ACCRUAL**

1. A Flight Attendant shall be considered available for the purpose of accruing sick leave if she/he is available for flight duty, is claiming sick leave or vacation, or has not been placed on an inactive status, e.g. medical leave not claiming sick, and shall accrue sick leave credit for each month at the following rates:



- a. A Flight Attendant who is available for fifteen (15) or more days in a month will accrue four and one half (4.5) hours of sick leave for such month.
  - b. A Flight Attendant who is available for fourteen (14) or fewer days in a month will not accrue sick leave for such month.
  - c. A Flight Attendant shall accrue sick leave during leaves of absence as provided for in the chart in Section 25, Leaves of Absence.
  - d. On the date of ratification all Pre-Merger America West Flight Attendants will be eligible for Short Term Disability (STD) benefit coverage for a period of two (2) years in addition to the sick leave accruals as provided for in Paragraphs C.1.a-c., above. The STD benefits provided will be consistent with the current Pre-Merger America West Flight Attendant plan. As an exception, STD benefits will cease after one hundred twenty (120) days of disability concurrent with eligibility for Long Term Disability (LTD) benefits. Each Pre-Merger America West Flight Attendant shall retain the unused portion of her/his current year sick leave grant, as well as her/his sick leave grant from the previous year minus actual usage.
2. Sick leave accrual shall be limited to 1,500 hours. A Flight Attendant with more than 1,500 hours will retain her/his existing balance, but will not be able to accrue additional sick leave in excess of 1,500 hours.
  3. Current and accurate sick leave accrual and usage records for the current and full preceding year will be kept readily available for inspection by a Flight Attendant via the Crew Management System or similar related system, subject to mutual agreement.
  4. A Flight Attendant who is furloughed or on an approved leave of absence will retain all previously accrued sick leave.
  5. All accumulated sick leave shall be relinquished when a Flight Attendant's service with the Company ceases, except as provided for retiring Flight Attendants pursuant to "Retiree Medical and Dental Benefits" as set forth in Section 26.

#### **D. CLAIMING SICK LEAVE**

1. Lineholders:

- a. A Lineholder will be charged trips missed from her/his line of flying, or three hours and thirty minutes (3:30), whichever is greater, for each day she/he is unable to report for duty because of illness or injury and her/his sick leave bank will be reduced accordingly. The claim will be paid with accrued sick leave, or will be unpaid time to the extent the sick leave bank does not have the necessary accrued hours. A Lineholder with a sick bank balance that doesn't cover her/his sick call(s) will be required to achieve a minimum monthly pay and credit of forty (40) hours. A Lineholder unable to achieve the required minimum monthly pay and credit of forty (40) hours must request and provide documentation to support a leave of absence to cover the unpaid sick call(s) or make a reasonable effort to achieve forty (40) hours as defined in Scheduling, Section 10.D.19.d, excluding time picked up through the ETB.
- b. A Lineholder will be restricted from flying over the period of time she/he reports sick provided, however, that a Lineholder will not be prohibited from flying a trip on the same day as a sick call if such trip would be legal as a double-up or would have had legal domicile rest following the original trip. With Crew Scheduling's consent, a Lineholder shall have the option to request to rejoin the trip provided the trip passes through her/his domicile, and such request is made at the time of the initial sick call. If such request is granted by Crew Scheduling, the Lineholder will be charged sick leave for any portion of the trip not flown.
- c. A Lineholder who has called in sick for a trip may call Crew Scheduling to inform the Company that she/he is able to fly on remaining day(s) of the trip for which she/he had called in sick. A Lineholder who has called in well to Crew Scheduling, may pick up a trip on ISAP or ISAP/AIL on days other than the first day of the trip she/he called in sick except that when a pairing for which a Lineholder called in sick includes a weekend or holiday (including the day before or the day after a holiday) in which case the Lineholder may only pick up a trip on a weekend or holiday. Holidays include New Year's Day, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving and Christmas. The Lineholder will be charged sick leave for any portion of the trip coded as sick.

Example:

A Lineholder has a four (4) day trip starting on Thursday. The Lineholder calls in sick for the trip. She/he may call in well to pick up trips from ISAP or ISAP/AIL on Saturday and Sunday.

A Lineholder has a four (4) day trip starting on Saturday. The Lineholder calls in sick for the trip. She/he may not call in well to pick up trips from ISAP or ISAP/AIL on Monday and Tuesday.

- d. A Lineholder who does not contact Crew Scheduling to call in well or is not permitted to rejoin her/his trip or is restricted in accordance with the weekend/holiday restriction provisions of D.1.c., above, to fly on days for which she/he reported sick will be restricted from flying over the period of time she/he reports sick. Sick leave claims will be automatically deducted from the Flight Attendant's sick leave bank. In order to receive three hours and thirty minutes (3:30) on a day(s) off, the Lineholder must report sick through Crew Scheduling prior to or on the day(s) off.
- e. A Lineholder who is unable to report for duty because of illness or injury and whose sick leave bank is exhausted will have her/his applicable monthly guarantee reduced as follows:

$$\text{Minimum guarantee} / \text{Total number of days scheduled to fly up to a maximum of 15} = \text{Daily Reduction}$$

The result of this division will determine the amount of reduction for each day a Lineholder is scheduled to fly but is unable to report because of illness or injury. If a Lineholder is able to accept a trip on a day other than the one originally scheduled in the month, the above computation will be adjusted as though the additional day was one of the regularly scheduled duty days.

## 2. Reserves:

A Reserve will be charged for sick calls as follows:

- a. A Reserve will only be automatically charged for day(s) on which she/he was or would have been utilized and her/his sick

bank will be reduced accordingly for each day she/he is unable to report for duty because of illness or injury. A Reserve will be charged three hours and fifty-six minutes (3:56) (30 day month) or three hours and forty-five minutes (3:45) (31 day month) per day or trips missed, whichever is greater, for trips she/he has been awarded and/or assigned and subsequently reports sick. If the sick call is prior to an assignment, at the Reserve's option, she/he may claim any trip(s) missed she/he could have held, otherwise she/he will be charged three hours and fifty-six minutes (3:56) (30 day month) or three hours and forty-five minutes (3:45) (31 day month) for the day if she/he would have been utilized.

- b. If the Reserve would not have been utilized she/he may file a claim to receive the three hours and fifty-six minutes (3:56) (30 day month) or three hours and forty-five minutes (3:45) (31 day month) for the day(s).
- c. In order to receive three hours and fifty-six minutes (3:56) (30 day month) or three hours and forty-five minutes (3:45) (31 day month) on a day(s) off, the Reserve must report sick through Crew Scheduling prior to or on the day(s) off.
- d. If a Reserve is charged for sick leave, the Reserve's sick leave bank will be charged at the time of the sick call.
- e. Claims will be paid with accrued sick leave, or will be unpaid time to the extent the sick leave bank does not have the necessary accrued hours. The Reserve guarantee will be reduced by three hours and fifty-six minutes (3:56) (30 day month) or three hours and forty-five minutes (3:45) (31 day month) per day for each day she/he would have been utilized if the sick leave bank does not have the necessary accrued hours.
- f. The Reserve will be restricted from flying over the period of time she/he reports sick regardless of available sick bank; provided, however that a Reserve will not be prohibited from flying a trip on the same day as a sick call if such trip would be legal as a double-up or would have had legal domicile rest following the original trip. A Reserve, at her/his option, may call in sick for each day of a block of reserve availability or for multiple days of a block of reserve availability. With Crew Scheduling's consent, a Reserve shall have the option to

request to rejoin the trip provided the trip passes through her/his domicile, and such request is made at the time of the initial sick call. If such request is granted by Crew Scheduling, the Reserve will be charged sick leave for any portion of the trip not flown. Sick leave claims will be automatically deducted from the Reserve's sick bank.

3. A Flight Attendant who is unable to report for duty because of illness or injury will not be eligible for any premiums for trips missed.
4. A Flight Attendant on a paid leave of absence, i.e., Maternity, Medical, or Family Medical Leave, will be required to claim sick leave to the lesser of her/his six (6) month average (in no case less than forty (40) hours) or seventy (70) hours provided that such Flight Attendant has sufficient sick time in her/his sick leave bank to claim such required hours, and will be permitted to claim up to a maximum of one hundred (100) hours.
5. A Flight Attendant who is on a paid leave of absence, i.e., Maternity, Medical or Family Medical Leave, will be required to submit a form indicating the hours to be claimed because of illness or injury. The claim/form must be filed on or before the fifth (5<sup>th</sup>) day of the month following the day(s) claimed in order to receive consideration for the next paycheck. Such claim/form(s) must be approved by Inflight Services.

#### **E. DOCTOR'S STATEMENTS**

1. A doctor's statement may be required for any sick occurrence in excess of four (4) occurrences during the last three hundred and sixty-five (365) days of active service calculated from the first day of the pairing for the last sick call within such occurrence. When there is no pairing associated with a sick day, e.g., reserve availability day, claiming sick on a day off, the 365 days of active service will be calculated from each sick call.

Example:

A Flight Attendant calls in sick on February 13, 2008. The Flight Attendant was on active status for the preceding 365 days. The Flight Attendant had called in sick for a single occurrence consisting of two trips on February 10-11 and February 12-13, 2007. The occurrence will not be considered as within 365 days as the first day of the last trip (February 12-13, 2007) is more than

365 days prior to the occurrence on February 13, 2008.

Example:

A Reserve calls in sick on February 13, 2008. The Reserve was on active status for the preceding 365 days. The Reserve had called in sick for four (4) days of reserve availability, without a flight assignment, on February 11-14, 2007. The four (4) days of availability will count as only one occurrence. The occurrence will be considered as within 365 days since the last day of the reserve assignment is within the 365 days.

2. Notwithstanding the above, the Company may require a doctor's written confirmation of illness or injury or make personal inquiries of the type or nature of such illness or injury when the Company can demonstrate that it has reasonable cause to believe that a Flight Attendant's use of sick leave may have been for other than legitimate reasons. Further, the cost of such doctor's confirmation, pursuant to Paragraph E.1, above, and this Paragraph, shall be borne by the Company with the understanding that a Flight Attendant may be required to submit to an examination by a doctor of the Company's choice at a time dictated by the Company.
  3. The provisions of this Section are established to ensure that a Flight Attendant shall not suffer a loss of compensation while she/he is legitimately ill or injured. A Flight Attendant who uses sick leave for other than legitimate illness or injury may be subject to disciplinary action based on the facts involved.
- F. A Flight Attendant who becomes ill or injured on a trip and is unable to complete her/his trip will be provided Crew Movement Must Ride on-line travel or on US Airways Express carriers whose inventory is controlled by the Company, on the first flight to the Flight Attendant's domicile. At the Flight Attendant's option, she/he will be provided Space Positive on-line travel or on US Airways Express carriers whose inventory is controlled by the Company, to her/his residence. 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.
- G. A Flight Attendant who exhausts her/his sick leave as a result of a continuing illness or injury may request an advance of future accrual. The Company will consider such a request on an individual basis.

H. Inflight Supervisors and Management will maintain confidentiality of any medical information provided by a Flight Attendant.

## **SECTION 10 - SCHEDULING**

### **A. FLIGHT ATTENDANT SCHEDULING COMMITTEE**

1. The Union shall designate an MEC Flight Attendant Scheduling Committee for the purpose of making recommendations to the Company with regard to establishing or modifying policies, procedures, and parameters for the scheduling of Flight Attendants. The Company will meet with the Scheduling Committee quarterly. The Scheduling Committee will meet with the Company prior to the introduction of changes to the Scheduling system pursuant to this Agreement to jointly develop such policies, procedures and parameters, which shall not be outside the legalities of this Agreement and shall adhere as nearly as practicable to prior established practices unless by mutual agreement. Such subjects shall include, but not be limited to:
  - a. Pairing construction, generation, and review;
  - b. Bid award;
  - c. Training bids and awards;
  - d. Reserve staffing and utilization;
  - e. ISAP;
  - f. Vacations;
  - g. Block hour adjustment;
  - h. ETB;
  - i. Domicile block hour allocation by equipment; and
  - j. Any scheduling related issues mutually agreed upon.
2. Flight Pay Loss for Scheduling.

The Company will pay flight pay loss and reasonable lodging and expenses for the Scheduling Committee Chairperson when the Company requests to meet or for any Scheduling meeting contractually required.



## B. PAIRING GENERATION

1. Flight Attendant pairings shall be constructed in accordance with the parameters found in Section 11, Hours of Service. Pairings may include a mixture of aircraft type provided the same crew complement is planned, e.g. a pairing may contain flight segments on both 737 and Airbus 319 aircraft. Pairings may also include a series of an aircraft type.

Example: 319/320/321. Thus, a pairing may contain both Airbus 319 and 321. In this case, the Airbus 321 would be staffed with a “chaser” position and be on a separate Airbus 321 pairing.

No more than thirty percent (30%) of duty periods which contain aircraft swaps will include more than one aircraft swap. A pairing shall contain no more than two aircraft swaps per duty period.

2. CRAF or System Bid charter pairings will be in accordance with the guidelines outlined in CRAF, Section 19, and Charters, Section 18. The Company shall make every effort to allow the Scheduling Committee to review such pairings prior to publication.
3. Pairing Parameters
  - a. The Company will build all known flying at the time of pairing construction into pairings. Any flying that becomes known after pairing construction will be distributed through ISAP, Daily Processing and Reserve Processing, unless governed by a specific provision of this agreement, e.g. CRAF or System Bid charters, in which case those provisions shall apply.
  - b. There will be a mixture of one (1) duty period, two (2) duty period, three (3) duty period and four (4) duty period pairings. There will be a mixture of one (1) day, two (2) day, three (3) day and four (4) calendar day pairings.
  - c. No pairing will exceed four (4) calendar days except as provided for in Section 14, International. A pairing must be scheduled to check out prior to 0000 of the fifth calendar day.
4. Pairing Review

- a. After the initial pairing solution is provided to the Union, the Union shall have the opportunity to provide the Company with input for the Company’s review and consideration.

For purposes of pairing review, the following schedule shall apply:

DAY	FUNCTION
1st day of month one month prior to bid period at 1200 PHX	Crew Scheduling provides Scheduling Committee with pairings for initial pairing review
3rd day of month one month prior to bid period at 1200 PHX	Scheduling Committee initial pairing response due to Crew Scheduling
6 <sup>th</sup> day of month one month prior to bid period at 1200 PHX	Scheduling Committee provided with pairings for final pairing review (Monthly)
7 <sup>th</sup> day of month one month prior to bid period at 1200 PHX	Scheduling Committee final pairing response due to Crew Scheduling
8 <sup>th</sup> day of month one month prior to bid period at 1200 PHX	Scheduling Committee provided with final pairings

- b. Crew Scheduling shall give due consideration to all changes suggested by the Union’s Scheduling Committee. Any pairing identified by the Union’s Scheduling Committee that does not meet the terms of this Agreement shall be rebuilt to comply with the Agreement.
- c. Recognizing that some pairing(s), which are otherwise legal, may present problems such as excessive fatigue or service difficulties, the Committee may give input for the Company’s review and consideration.

**C. MONTHLY BIDDING INFORMATION AND BID PROCESS**

1. Electronic bid packages, in printable and downloadable format, shall be considered the final bid package and will be available to view in the PBS system no later than the 10th day of the month prior to the bid period by 2100 HDT.
2. Each monthly bid package shall include, at a minimum, the following information:
  - a. A list of Reserve Availability Periods;

- b. A textual list of events and dates that comprises the monthly bid process;
  - c. The line building range as specified in Paragraph D.13.d., below;
  - d. The minimum, midpoint and maximum number of projected lines for each domicile;
  - e. Total number of Flight Attendants by domicile;
  - f. The minimum number of Reserves;
  - g. Line average as specified in Paragraph D.13.e., below;
  - h. A list identifying each RON hotel, the applicable location and contact (telephone and facsimile) numbers, internet availability, available discounts and amenities, transportation information, contact information and pick up location;
  - i. Applicable Crew Scheduling and other Company contact telephone numbers; and
  - j. Other information as agreed upon by the Scheduling Committee Chairperson and the Company.
3. Concurrent with the electronic bid packages, in printable and downloadable format, the Company shall provide a reasonable number of printed pairing packages, along with printed copies of the information specified in Paragraph C.2., above, in all Flight Attendant domiciles. The number of printed pairing packages will be based on historical usage and will be enough to accommodate expected Flight Attendant usage. If the Company runs out of pairing packages, additional packages will be printed upon request. The times specified below shall be in Home Domicile Time (HDT). The following information shall be published on each pairing in the pairing package and subsequent pairings produced in the Crew Tracking System:
- a. Credit hours, Block hours, VM, and duty rig credit per duty period and pairing;
  - b. Hours and minutes of duty per duty period;

- c. Time away from base;
  - d. Pairing numbers;
  - e. Flight numbers, cities from and to for each flight;
  - f. Pairing report and release times;
  - g. Report and release times for each duty period;
  - h. RON cities and RON time duty break;
  - i. Minimum rest requirement after each duty period;
  - j. Ground time between segments;
  - k. Specific aircraft type;
  - l. Identified aircraft changes;
  - m. Transportation and hotel contact telephone numbers;
  - n. Crew meal schedule, if applicable;
  - o. Dates of operation;
  - p. Calendar showing dates and day of week of operation;
  - q. Departure and arrival times;
  - r. Number of duty periods;
  - s. Deadhead legs;
  - t. City codes;
  - u. LODO positions will be identified, and;
  - v. Other information as agreed upon by the Scheduling Committee Chairperson and the Company.
4. Once the pairing package is published, pairings shall not be changed prior to the monthly bid award.

5. The monthly bid shall be processed according to the following schedule:

DAY	FUNCTION
8 <sup>th</sup> day of month prior to bid period at 2100 PHX	Vacation buy back awards posted
10 <sup>th</sup> day of month prior to bid period at 2100 PHX	Pairing Packages Distributed Through PBS and in Domiciles; Monthly PBS Bid Opens
16 <sup>th</sup> day of month prior to bid period at 2100 PHX	Monthly PBS bid closes;
18 <sup>th</sup> day of month prior to bid period at 2100 PHX	PBS Awards Published

**D. PREFERENTIAL BID SYSTEM (PBS)**

1. Flight Attendants shall use a Preferential Bidding System to construct Lineholder and Reserve lines of flying. Vendor selection shall be made by mutual agreement of the parties. In the event that the Company desires to change PBS vendors, vendor selection shall be made by mutual agreement of the parties.
2. A “JIRC” (Joint Implementation Resolution Committee) shall be established upon ratification of this Agreement. Implementation and development of the PBS system shall be overseen by the JIRC.
  - a. The JIRC shall consist of three (3) Company members and three (3) Union members. The Union members of the JIRC will be considered full time and shall be available during normal business hours commencing at ratification through implementation of PBS (the first day of the bid period PBS is used for actual Lineholder and Reserve schedules following the period of required parallel bidding) plus three (3) months. Following the three (3) month period, the JIRC shall continue to meet to resolve any outstanding issues related to implementation of PBS and members shall be released with pay on an as needed basis. The Company will pay flight pay loss and reasonable lodging and expenses for the JIRC.
  - b. The Union members of the JIRC will be provided equal access to verify system settings, constraints and parameters and shall be afforded administrator access to the PBS system; and shall

be provided any access to monitor the PBS runs. Upon request, the Scheduling Committee shall be provided with any data or reports readily available from PBS. Following PBS implementation, such information will be made available to the Union Scheduling Committee Chair or her/ his designee on an ongoing basis.

- c. The Company plans to implement PBS, including associated rules of this Agreement, within eighteen (18) to twenty-four (24) months following ratification of the Agreement, but in no case earlier than eighteen (18) months following ratification. In the event a dispute arises as to whether such testing provides awards consistent with the Agreement, such dispute will be expedited to arbitration for resolution. PBS may be implemented by the Company without delay and the arbitrator will have authority to require prospective corrections necessary to provide awards consistent with the Agreement. The affected Flight Attendant will be made whole for contractual violations associated with the implementation of PBS which resulted in lost compensation the Flight Attendant normally would have earned without the error. The Arbitrator will have no authority to order the Company to cease utilizing PBS or otherwise delay or complete implementation. Additionally, the Company will be allowed continued use of the existing system until any required arbitrator changes can be implemented. The Company, however, will implement any programming and/or administrative changes required in the award as soon as practicable and will not unreasonably delay the implementation of any required modifications. The hearing shall be conducted expeditiously and a decision will be rendered within sixty (60) from the date a panel is requested, unless mutually agreed otherwise.
- d. The JIRC shall develop all required PBS procedure manuals and training manuals. The JIRC shall be responsible for the oversight of a three (3) month parallel bidding process in each domicile for Flight Attendant familiarization with PBS. It is understood that because of operational and/or system interface issues, parallel testing may be different in each domicile. Parallel bidding may be initiated during the eighteen (18) months following ratification and may commence in different bid periods and/or in different domiciles as determined by the Company.

3. All PBS algorithms, parameters, logic, bidding options, interface, PBS versions, etc., must be mutually agreed upon and shall not be changed without mutual agreement. No part of the PBS software or equipment shall be substituted, altered, or modified without the prior written consent of the Union.
4. Costs of PBS
  - a. The Company shall bear all expenses related to the initial startup and subsequent “debugging” of PBS, including but not limited to, software development and all post-installation software modification required to meet the terms of this Agreement, equipment purchases, the interfacing of current hardware with new PBS computers, the supplying of sufficient numbers of operating terminals for Flight Attendants to bid at each domicile, and the providing for internet and network bidding capabilities for a web-based program.
  - b. The Company agrees to secure an agreement with the PBS vendor which entitles the Company to receive, on an ongoing basis, the most up to date version of the PBS software.
5. The Company shall provide mandatory Company paid PBS training, governed by the provisions of Section 29 Training. Such training shall occur prior to the parallel bidding process. A Flight Attendant who is on a Leave of Absence during the training period will be provided training upon return from her/his LOA. Content of such course will be developed by the JIRC and available at each domicile.
6. Trainers
  - a. For the first ninety (90) days following implementation, the trainers will be available to help Flight Attendants bid and understand their award.
  - b. The Company shall bear all costs of training, including pay for Flight Attendants appointed as trainers. A trainer assigned as a member of the Company’s sponsored PBS task force will be paid one hundred five (105) hours per month and all reasonable expenses.
  - c. The trainers shall be appointed by the JIRC.

- d. The JIRC shall oversee the disbursement of a “training bank” of five thousand (5000) hours which will be established to fund deployment of such Flight Attendants to serve as domicile training representatives. During the training months, in addition to the Union members of the PBS Committee, there will be trainers in each domicile (and co-terminal and co-domicile).
7. Following the conclusion of the work of the JIRC, the Company shall consult with the Union Scheduling Committee as it relates to any concerns regarding PBS.
8. As far in advance as possible, but no later than 1200 PHX on the eleventh (11<sup>th</sup>) day of the month prior, the Scheduling Committee Chairperson shall be provided the system settings for the next month’s PBS award. The system settings which may change from month to month are limited to the target average line value, minimum number of Reserves for the bid period and percentage of Reserves available on each day of the month. The Committee Chairperson may make recommendations pertaining to such settings.
9. As far in advance as possible, but no later than 1200 PHX on the eleventh (11<sup>th</sup>) day of the month prior, the Scheduling Committee shall be provided with the following information:
  - a. Block and credit time allocated to each domicile/position and crew compliment;
  - b. Other credit hours by domicile including vacation credit hours, known sick hours, Company business hours, training credit hours;
  - c. Total soft credit hours by domicile; and
  - d. Other specific information as agreed upon by the Company and the Scheduling Committee.
10. All known pairings at the time of PBS award shall be included in the PBS bid and awarded to Flight Attendants bidding for such pairings while respecting the seniority of the bidder’s choices, pre-planned activity (Vacation, Union Business, Training, etc.) and the global award constraints as outlined in this Paragraph D.



## 11. Awards

- a. A Flight Attendant's final bid award shall be available for review in PBS, accessible from home through a web based program, no later than 2100 PHX on the eighteenth (18<sup>th</sup>) day of the month prior. The following information shall be included in such award in a format to be agreed upon between the Company and the JIRC:
  - i. Scheduled Credit Hours for the line;
  - ii. Scheduled Block Hours for the line;
  - iii. Scheduled time away from base for the line;
  - iv. Actual number of days off in line;
  - v. Pairing numbers;
  - vi. Carry in and carry out credit;
  - vii. Pairing report and release times;
  - viii. Positions by pairing;
  - ix. Scheduled credit for each pairing;
  - x. RON cities;
  - xi. Days off and days of availability blocks for Reserves;
  - xii. Training assignments;
  - xiii. Vacation days;
  - xiv. Planned absences;
  - xv. Number of landings;
  - xvi. Number of Duty Periods;
  - xvii. ELY, AM, PM, NIT and RED duty period types; and,

- xviii. Other information as agreed upon by the Union and Company.
  - b. The Company will provide a voice system that a Flight Attendant may use to check her/his PBS awarded pairings and positions;
  - c. A Flight Attendant who participates in PBS will be deemed to have acknowledged and accepted the pairings awarded in her/his line.
12. It shall be the Flight Attendant's responsibility to enter her/his bids into PBS. Errors or omissions from bid services or the Flight Attendant's designee who are allowed access to her/his bids shall not be the responsibility of the Company.
13. Global Parameters
- a. PBS shall construct lines in accordance with the global parameters as defined in this Paragraph. Bid awards shall be made in seniority order and in compliance with the global constraints of the system. Such parameters may be altered by mutual agreement as outlined in Paragraph A.1. of this Section.
  - b. The maximum amount of open time remaining after posting of PBS awards shall not exceed 3% of the total pairing credit time at the domicile, or the equivalent of one (1) line of flying at the minimum PBS bidding window, ignoring low time options, whichever is greater. For the purposes of this Paragraph, total pairing credit time shall include those hours included in a pairing which originates during the month for which lines are being constructed.
  - c. Any open time remaining after posting of PBS line awards shall be distributed evenly throughout the month according to the logic of the PBS system.
  - d. Lines shall be constructed to create lines of flying containing a minimum of seventy (70) credit hours and a maximum of ninety (90) credit hours per bid period. The Company may flex the maximum line value by an annual amount of twenty (20) hours, but in no case more than five (5) hours during any given month. Flexes beyond twenty (20) hours in a year will

require agreement of the Union. Upon request, the Company will meet with the Scheduling Committee and supply information demonstrating the necessity of the flex.

- e. The Company may set a targeted line average between seventy-five (75) and eighty-five (85) hours. In months the Company flexes the maximum to ninety-five (95) hours, the targeted line average may be set to no more than eighty-seven (87) hours. The targeted line average is a global parameter which will be respected while awarding Flight Attendant pairings pursuant to her/his seniority.
  - f. As an exception to Paragraph D.13.d., above, a Flight Attendant may indicate a PBS bid choice which may allow the PBS bid award to exceed the bounds specified by bidding a High or Low bidding option. Lines constructed in accordance with this bid option shall be constructed to no less than forty (40) hours (low option) or no more than one-hundred ten (110) hours (high option).
  - g. Flight Attendant(s) who select the (low option) during a given bid month and also hold at least seven (7) days or more of vacation during that month, shall be given priority to achieve a PBS result below the minimum line value ahead of other Flight Attendants who may be more senior but do not hold vacation (Subject to Vendor Capability).
14. In addition to the global parameters specified in Paragraph D.13., above, PBS shall award pairings within a bid line in accordance with the additional parameters specified in this Paragraph. Such parameters may be altered by mutual agreement as outlined in this Paragraph A.1., above.
- a. The established PBS default for domicile rest time between pairings shall be as specified in Section 11 Hours of Service, Paragraph I. and Section 14, Paragraph I, plus forty-five (45) minutes, or at the Flight Attendant's option, FAR rest plus forty-five (45) minutes. The established ISAP, ISAP/AIL and in ETB default for domicile rest time between pairing shall be as specified for PBS, however at the Flight Attendant's option, FAR rest plus thirty (30) minutes.
  - b. Unless waived by the Flight Attendant, the PBS system shall not force a Flight Attendant to commence a new pairing on the

same day she/he checks out from a pairing. A Flight Attendant may waive to accept multiple pairings in the same calendar day separated by legal domicile rest plus forty-five (45) minutes. A Flight Attendant waiving to accept multiple pairings may further waive to FAR rest plus thirty (30) minutes. These provisions apply to ISAP, ISAP/AIL and ETB.

- c. Unless waived by a Flight Attendant, the PBS system will not award double up pairings, which are two (2) pairings within the same duty day not separated by legal domicile rest. A Flight Attendant waiving to receive a double up pairing shall not be scheduled to exceed the longest scheduled duty day value for any domestic duty period which may be scheduled under this Agreement. A Flight Attendant waiving to accept double up pairings may be awarded a pairing separated by zero minutes (:00) from check-out to check-in.
- d. The combined pairing awarded in D.14.c, above, must meet the contractual rest requirements as a single pairing unless waived by the Flight Attendant.
- e. The established PBS default for the consideration of block time in a period of seven (7) consecutive days shall be no more than thirty-five (35) block hours. At the Flight Attendant's option, such limitation shall be waived.
- f. The established PBS default for the consideration of required rest in seven (7) days shall require that FAR rest may not be obtained while on an RON. However, at the Flight Attendant's option, such FAR rest may be obtained while on an RON.

## 15. Bidding Options

- a. The Company agrees to provide and properly maintain sufficient computers at each domicile. Each crew lounge shall contain a minimum of one computer with Flight Attendant PBS access for each seventy-five (75) Flight Attendants at the domicile, with a minimum of five (5) computers per domicile.
- b. When selecting hotels, the Company shall preference "no cost" internet access for PBS. Should other crew members be

afforded free internet access at the same hotels, such free internet access shall be provided to Flight Attendants.

- c. A Flight Attendant shall not be charged to interface with the PBS program from her/his personal computer through the Flight Attendant's internet service provider. The Company's system shall have sufficient capacity to accommodate all Flight Attendant users online without restriction or delay. The Company agrees to work with the Scheduling Committee on an ongoing basis to ensure that concerns regarding interface with programs are promptly addressed.
- d. At a minimum, bidding options and system capabilities offered shall include the following:

1.	Pairing Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer or want to avoid pairings with specific aircraft type.
2.	Pairing Length [Prefer/Avoid, #Calendar days, <i>Date</i> ] Flight Attendant may prefer or want to avoid pairings with specified number of calendar days.
3.	Layover City [Prefer/Avoid, Layover Station, <i>Date</i> ] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, South West.
4.	Pairing Type [Prefer/Avoid, Type of pairing, <i>Date</i> ] Flight Attendant may prefer or avoid a type of pairing. Pairing types - Red-Eye, ODAN, Trans-cons, Shuttle Pairings, Shuttle Standby, International F/A Premium, Position Premiums, Caribbean, Holiday and Charter Pairings, Night pairings, 2 DP 3 Day, 3 DP 4 day pairings.
5.	Crew Position [Prefer/Avoid, Crew position, <i>Date</i> ] Flight Attendant may prefer or want to avoid a specific position on pairings. Flight Attendant positions are specified on each pairing
6.	Report / Release [Before/After, Time, <i>Date</i> ] Flight Attendant may bid for pairings that report / release before or after a specific time. The pairings may optionally originate / terminate on a specific date.
7.	No Deadheads [ <i>Date</i> ] Flight Attendant may bid for pairings with no deadheads in the pairing.
8.	Layover Duration [Minimum/Maximum, Duration, <i>Station</i> ] Flight Attendant may bid for pairings with a minimum or maximum layover between duty periods. This limit shall apply to all layovers within the pairing.
9.	Landings per duty period [Minimum/Maximum, Number] Flight Attendant may bid for pairings with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the pairing.
10.	Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for pairings with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the pairing.
11.	Average Credit Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for pairings with a minimum or maximum credit time per duty. This limit shall apply to all duty periods within the pairing.
12.	Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g. prefer to work every Monday-Thursday)
13.	Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for pairings that do not exceed the Credit Ratio Value (pairing time away from base / pairing credit).

14.	Pairing [Pairing number, <i>Date</i> ] Flight Attendant may bid for a specific pairing number and optionally depart on a specific date.
15.	Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.
16.	Range of Reserve Golden Days off [First date, Second date] Flight Attendant may bid for a range of reserve Golden Days off. The First dated is the most important day off and the Second date is the less important.
17.	Block of days off [Date from, Date to] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
18.	Block of Reserve Golden Days off [Date from, Date to] Flight Attendant may bid for a period of Reserve Golden Days off and would be awarded all Reserve Golden Days off or the same period of Moveable Days off or none.
19.	Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for pairings that originate from a specific co-domicile.
20.	Min / Max Connection Time [Minimum/Maximum, Duration] Flight Attendants able to bid for pairings that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the pairing.
Global Options	
21.	Maximum number of work periods - Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
22.	Allow Double-Ups Flight Attendants may elect to allow legal double-ups to be included in their line-of-time.
23.	Allow Training and a Pairing as a Double-Up Flight Attendants may elect to attend training and operating a pairing as a legal double-up to be included in their line of time.
24.	Allow Multiple Pairing Flight Attendants may elect to allow two (2) pairings in the same calendar day separated by legal domicile rest,
25.	Waive Domicile Rest to FAR Minimum + :45
26.	Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is one day.
27.	Pairing Mix in a Work Period Flight Attendant may create work periods that contain pairings of specific lengths. The system will use the pairing lengths only in the order that the Flight Attendant specifies.
28.	Commutable Work Period Flight Attendant may bid that their work period begins after a specific time and ends prior to a specified time.
29.	Cadence Preference Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.
30.	Buddy Bid – Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendant may also buddy bid with pilots. [Subject to vendor limitations and bid timelines]
31.	Avoid Bid – Flight Attendant may avoid more senior Flight Attendants or more junior Flight Attendants who have been awarded a pairing providing the senior Flight Attendant waives her/his seniority to immediately below the junior Flight Attendant’s seniority.
32.	Reasons Report – System shall generate a report for each Flight Attendant which explains why a preferred pairing or day off was not awarded.
33.	Standing Bids – System shall maintain persistent or “standing” bids which shall act as default bids should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the JIRC.

<p>34. Vacation Extension – A Flight Attendant who is scheduled for at least seven (7) consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off will be counted toward the Reserve’s scheduled Golden Days. Such block of four days, or portion thereof, may be extended into the next bid period. Such election shall be honored unless the PBS program cannot produce a solution honoring such election.</p>
<p>35. Shadow Bid/Pay Purpose Only Bid – Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way pairing awards as published in the final line awards.</p>
<p>36. Other Bid Options as agreed by the JIRC</p>

16. Infeasible Solutions

- a. If, during the actual PBS run, it becomes apparent that the PBS system will result in an infeasible solution or the solution is processing too slowly that it may not comply with the applicable time requirements, the Company may discontinue the PBS run. In such instances, the Company shall notify the Scheduling Committee of each situation as soon as possible.
- b. During the notification process, the Company shall provide the Scheduling Committee the following information:
  - i. Reason the PBS run was terminated;
  - ii. Proposed PBS setting(s) to be modified for the run, and;
  - iii. Company contact number and time of call, if the Union’s designated Scheduling Committee representative is not available.
- c. Upon notification of an unsuccessful PBS award process, the Scheduling Committee may provide recommendations for methods to effectively complete the PBS award process. If the Company is unable to reach the Scheduling Committee Chair, the Company shall contact the MEC President.
- d. Other than specified in this Paragraph, the Company may not discontinue a PBS run intended for publication or rerun a PBS award that has been run and awarded in compliance with this Agreement. This provision is not meant to prohibit a PBS run not intended for publication such as a run to test the parameters of the system.

## 17. PBS Mis-awards Due to System or Company Error

- a. Any Flight Attendant who has an inquiry or believes she/he may have received a mis-award shall notify Crew Scheduling no later than the 1200 on the 23<sup>rd</sup> of the month, or, if on vacation, within twenty-four (24) hours of return from her/his vacation. No remedy will be offered if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences. In the event of a system error or Company initiated error, a Flight Attendant may fly any of her/his mis-awarded pairings, or, may, at her/his option be removed from the pairing(s) and be made whole as follows:
  - i. Crew Scheduling shall compile a list of potential "like pairings" for the Flight Attendant. A like pairing shall have comparable check-in/out times, same crew complement, ODAN for ODAN, number of legs, number of days, on-duty hours, TI for TI, NTI for NTI, red-eye for red-eye. The Flight Attendant shall input the pairings in the initial ISAP run for processing and, if not awarded in the initial ISAP run, in the ISAP/AIL run prior to the trip.
  - ii. The Flight Attendant shall receive the greater of the trip she/he should have been awarded in PBS or the trip she/he was awarded in ISAP or ISAP/AIL. If the Flight Attendant is not awarded the pairing out of open time, the Flight Attendant shall be pay protected for the trips she/he would have held on the basis of trips missed.
- b. Where a programming error affects a substantial number of Flight Attendants in a domicile, the Company and Union may agree upon a re-award of the PBS bid.

## 18. Reserves

- a. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line. Such bid will be respected provided a Reserve is available who can accept the line of time being bypassed.



- b. Reserves will have a minimum of eleven (11) scheduled days free of duty (“days off”) at her/his domicile each bid month. Eight (8) of such days shall be Golden Days (GD) and three (3) shall be Moveable Days (MD). Patterns must conform to the following:
- i. Days off must be divided into two (2), three (3) or four (4) periods of days off unless waived by the Flight Attendant. A Reserve line may contain no more than two (2) periods of two (2) days off, unless waived by the Flight Attendant. Each period of days off must have no fewer than two (2) days off and no more than eight (8) days off.
  - ii. As an exception to D.18.b.i above, because of the proration tables in Paragraph D.18.d, below, a Reserve may be awarded one (1) day off. If one isolated day off falls on the last day of the bid period, the Company shall ensure that the Reserve receives at least one (1) day off on the first day of the following bid period. This may be waived by the Reserve.
  - iii. Every Movable Day (MD) must immediately follow a reserve day of availability or another Movable Day (MD). If the Moveable Days are grouped with Golden Days, the Moveable Days must precede the Golden Days and such grouping must have no fewer than two (2) Golden days, unless waived by the Flight Attendant.
  - iv. Day off periods may not be separated by less than three (3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation.
  - v. Moveable days will be awarded in such a manner to allow assignment where necessary. If a day off is not assignable, such day off must only be a Golden Day.

Example: A MD on the 29<sup>th</sup>, followed by a GD on the 30<sup>th</sup> and 31<sup>st</sup> would not be acceptable because there would be no AVL days in the bid month to convert if the Reserve was required to work into her/his MD.

- c. A Reserve with vacation day(s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Paragraph D.18.d plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month.
- d. The chart below shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve's days of availability in a partial bid period.

30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29- 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10- 12	4	10- 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

19. Flight Attendant Returning From Leave of Absence

- a. A Flight Attendant returning from a leave of absence shall be eligible to bid a schedule for the following bid period provided the Flight Attendant has supplied a return date, and in the case of a medical leave, a doctor's note to the Company prior to the close of PBS bidding at her/his domicile.

- b. If a Flight Attendant requires training and provides the Company with at least fifteen (15) days' notice of return, she/he will be pay protected if training is not scheduled within seven days of her/his return date as specified in Section 25.K.6, Leave of Absence. If training is not scheduled within seven (7) days of her/his planned date of return, the Flight Attendant shall bid a partial line prorated from her/his return date according to Paragraph 19.c., below.
  
- c. A Flight Attendant who has a return date for the next bid period or who requires training during the next bid period which will result in the Flight Attendant being available for less than a full bid period, and who complies with the timelines and requirements of Paragraph D.19.b., above, may bid in PBS. Her/his minimum days off, minimum line guarantee and minimum bid window shall be prorated according to Paragraph D.18.d. The Flight Attendant's maximum bid window will not be prorated. She/he may waive minimum days off. A Flight Attendant bidding a Reserve line shall be responsible for flying a prorated schedule.
  - i. If training is scheduled and is within seven (7) days of the Flight Attendant's return date, the Flight Attendant shall bid a partial line prorated from the date of training, which shall be inserted as a pre-planned absence along with the associated training credit.
  - ii. If the training is not scheduled consistent with D.19.b, the Flight Attendant shall bid a partial line prorated from her/his return date and shall be pay protected as specified Section 25.K, Leave of Absence.
  - iii. If the Flight Attendant does not require training, the Flight Attendant shall bid a partial line prorated from her/his return date.
  - iv. A Flight Attendant on medical leave claiming sick time during a partial bid period shall have the credit placed on her/his line as a preplanned absence.
  
- d. If a Lineholder was not able to meet the requirements of Paragraphs 19.a-c., above i.e., she/he does not bid PBS, she/he will be permitted to hold an open line and must make a

reasonable effort to pick-up time through ISAP and ETB to reach the prorated PBS minimum and she/he shall receive a prorated minimum line guarantee. A Reserve will be awarded a line including her/his days off commensurate with her/his seniority.

- i. The Flight Attendant will be responsible to demonstrate a reasonable effort to make up the time. The Flight Attendant may make herself/himself available at her/his discretion and does not have to make herself/himself available on a holiday she/he would not have been scheduled to fly. A Flight Attendant satisfies the reasonable effort requirement if at any time(s) during the bid month she/he makes herself/himself available for pairings commensurate with her/his seniority, for the equivalent number of duty periods. These duty periods need not be consecutive.

#### 20. Planned Absences

- a. Known planned absences will be placed in the Flight Attendant's line prior to the PBS bidding and the applicable credit shall applied towards the Flight Attendant's monthly PBS line credit.
- b. All other planned absences, e.g. sick, vacation, Company business, Union business, and training, will have the credit value as agreed upon in this Agreement.

#### 21. Carry-in trips will be paid and credited as follows:

- a. Pay for Minimum Day Rig and Duty Day Rig will be applied to the specific day on which the rig is generated (the day on which the last flight segment of the duty ends).
- b. Pay for Trip Rig will be applied on the last day of the trip pairing (the day on which the last flight segment of the pairing ends).

### **E. LINEHOLDER ITERATIVE SCHEDULE ADJUSTMENT PROCESS (ISAP)**

1. For Lineholders, ISAP will provide an electronic means to conduct the following type of transactions:

- a. Drop pairings. (Drop Transaction Bid);
- b. Pick-up pairings which remain in open time after the monthly line award or which subsequently become open due to ISAP transactions, sick calls, training, jury duty, Union business or other events (Pick-up Transaction Bid);
- c. Simultaneously drop one or more pairings and pick-up one or more pairings from open time or from another Lineholder who is simultaneously dropping the desired pairing during the ISAP process (Drop/Pick-up Transaction Bid). ISAP will recognize trade transactions. Such trade transactions shall include an unlimited number of Lineholders but may include a limitation on the number of individual transactions based on possible programming constraints. For example, the following Drop or Pick-up Transaction Bids would be awarded as a trade:  
  
Lineholder A wants to drop pairing #1 and bids for pairing #3  
Lineholder B wants to drop pairing #2 and bids for pairing #1  
Lineholder C wants to drop pairing #3 and bids for pairing #2  
Award: Lineholder A - #3, Lineholder B - #1, Lineholder C - #2.

## 2. ISAP Process Timeline

- a. Upon PBS award, Lineholders shall input bids for the purposes of the next month's ISAP process. Such bids will be stored and processed in the ISAP Queue at 2100 HDT on the second to the last day of the bid period.
- b. The ISAP Queue will close each day at 2100 HDT for pairings which depart on or after the calendar day beginning at 0000, twenty-seven (27) hours later, including any pairings through the end of the bid period, including transition pairings.
- c. Awards will be posted by 0600 HDT for the calendar day beginning at 0000, eighteen (18) hours later.
- d. ISAP will not process trades between bid periods. Transition pairings will be considered part of the bid period in which they commence for the purpose of ISAP.

- e. In order to avoid transition conflicts, for a period not to exceed forty-eight (48) hours while PBS is processing, a Lineholder shall not be able to pick up, drop or trade a trip through ISAP that touches the last six (6) days of the bid period.
3. ISAP Award Parameters and Constraints
- a. ISAP transactions shall be processed based on seniority.
  - b. A Lineholder may conduct ISAP transactions down to a minimum line credit of forty (40) credited hours in a bid period.
  - c. ISAP will not award a Lineholder's ISAP bid if the award would result in the Lineholder's credited hours including any vacation, training, etc., exceeding ninety-five (95) credited hours of Company Time (including any Vacation, Training, etc.) in her/his line. For a High Option Flight Attendant, her/his ISAP cap shall be her/his PBS High Option cap plus five (5) hours.
  - d. ISAP will only process transactions which result in a Lineholder's projection remaining within or if already outside of the ISAP window, moving closer to her/his ISAP bidding credit window as specified in Paragraph O., below.
  - e. Pairings picked up while utilizing ETB will increase a Lineholder's projection and her/his maximum ISAP bidding credit window. Pairings dropped utilizing the ETB will reduce a Lineholder's projection and her/his maximum ISAP bidding credit window.
  - f. ISAP transactions will be processed for pairings that the Lineholder is legal to operate under the terms of the Agreement and in accordance with the parameters specified in Paragraph D.14.a-f.
  - g. A Lineholder who participates in an ISAP transaction shall be deemed to have acknowledged and accepted the assignment upon the award of the transaction.
  - h. A Lineholder will be able to access the ISAP program through a web-based program at no cost to the Lineholder.

- i. A Lineholder may utilize the web-based ISAP program or the Voice Response System to check her/his award.
- j. A Lineholder shall be allowed to drop a pairing in ISAP in accordance with Paragraph 10.H.6, to pick up a red-flagged pairing in open time.
- k. A Lineholder may pick-up or trade to operate an additional pairing during a day the Lineholder is already scheduled for duty to the extent permitted by this Agreement and in accordance with the parameters specified in Paragraph D.14.a-f. The provision allows both double ups, i.e., portions of two (2) pairings combined within the same duty day, and multiple pairings, i.e., two (2) pairings in the same calendar day separated by legal domicile rest.
- l. ISAP transactions which result in an increase in the number of Open Pairing Days shall be subject to a daily and monthly limit. The award of the ISAP transaction will not be approved if approval of that ISAP transaction would cause the number of Open Pairing Days to exceed:

- i. Monthly Limit - A monthly limit will be calculated by domicile using the following formula:

$$(\text{Total Known Pairing Position Hours} \times 3\%) \div \text{Value of a Pairing Day} = \text{Monthly Open Pairing Day Limit}$$

The Value of a Pairing Day will be calculated using the following formula:

$$\text{Total Known Pairing Position Hours} \div \text{Total Pairing Days} = \text{Value of a Pairing Day}$$

The monthly limit shall only apply to ISAP transaction(s) which result in an increase in the number of Open Pairing Days. A transaction that is neutral or positive such as a drop/pick up of a three day pairing for another three day pairing shall not be subject to this limitation.

- ii. Daily Limit - A daily limit will be calculated by domicile using the following formula:

Total Monthly Open Pairing Day Limit ÷ Days in the Bid Month = Daily Open Pairing Day Limit

As an exception to the Daily Limit above, a transaction will be approved even though the pairing being dropped exceeds the Daily Limit if:

- (a) the total number of Negative Days in the trip being picked up is greater than or equal to or equal to the number of Negative Days in the trip being dropped. Days on which the number of Open Pairing Days exceed the Daily Limit shall be considered Negative Days; and
  - (b) the trip added will improve a Negative Day that is more negative than the most Negative Day dropped; and
  - (c) the sum of the Open Pairing Days on the Negative Days in the trip being added is greater than or equal to the sum of Open Pairing Days on the Negative Days in the trip being dropped; and
  - (d) the transaction shall not cause any day at or below the Daily Limit to exceed the Daily Limit; and
  - (e) such trip shall not cause an increase in the number of Open Pairing Days on a Protected Holiday as described in Paragraph E.3.n.i.(b).
  - (f) Note: For purposes of ISAP transactions a flight which checks out on or after 0000 will be considered to operate on the calendar day. Thus a pairing that checks out at 0015 shall be considered to operate on both calendar days of the duty period for purposes of Open Pairing Day calculations.
- iii. Notwithstanding the above, if coverage is sufficient as determined by Crew Scheduling in its sole discretion, a higher monthly or daily Open Pairing Day limit may be used for an ISAP run. Upon request of the Union, the Company shall meet with the Scheduling Committee chair to discuss any concerns regarding the Open Pairing Day limitations.



Example:

Lineholders with seniority numbers of #5 and #6 each enter Drop Transaction Bids. Either Lineholder's transaction, if awarded, would exceed the number of Open Pairing Days permitted on that day, and therefore will not be awarded immediately. If, in a subsequent ISAP transaction, a more junior Lineholder picks up an open pairing, thereby reducing Open Pairing Days on the given day, the Drop Bid of Lineholder #5 would be awarded prior to Lineholder #6. [Subject to IT limitations]

- m. A Lineholder may conduct ISAP transactions that would result in actual flying on a day(s) pay protected by any other portion of this Section 10. The Lineholder will receive pay and credit for such time.
- n. ISAP/AIL Transactions (Transaction request involving the first day of the ISAP bid processing date range)
  - i. Drop/Pick Up Transaction

A Lineholder requesting a Drop/Pick Up Transaction may enter her/his bid into ISAP. As an exception to Paragraph E.3.1., above, if the Lineholder's bid includes a request for a pairing on the first day of the ISAP bid processing date range and overlaps a pairing held by the Lineholder on the same or subsequent days, the bid will not be subject to the Monthly and Daily limitations as specified in Paragraph E.3.1 and will be subject to the restrictions listed below. Two (2) pairings will be considered to overlap if both pairings include duty on the same calendar day. If the pairing is not available through ISAP, the transaction request will be moved to Daily Scheduling if the Lineholder so elects.

    - (a) Temporary Triggering Event: By domicile, if more pairing days are dropped through the ISAP/AIL than picked up through the ISAP/AIL and the Monthly Open Pairing Day limitation has been exceeded, the monthly limitation will apply to any ISAP/AIL transaction(s) which result in an increase in the number of Open Pairing Days. A transaction that is neutral or positive such as a drop/pick up of a three

day pairing for another three day pairing shall not be subject to this limitation. Such drop will not be subject to the Daily Open Pairing Day limitation.

However, if coverage is sufficient as determined by Crew Scheduling in its sole discretion, a higher monthly Open Pairing Day limit may be used for an ISAP/AIL run.

- (b) **Holiday Restrictions:** Lineholders using ISAP transactions in accordance with this Paragraph to drop a pairing touching a restricted day may only do so subject to the daily and monthly Open Pairing Day Limitations. The Open Pairing Day limitation shall only apply on the restricted holiday and not on any day(s) surrounding the restricted holiday.

For the purposes of this Paragraph, restricted days will include, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

- ii. **Pick Up Transaction**

If the Lineholder's bid includes a request for a pairing departing on the first day of the ISAP bid processing date range and her/his pairing is not awarded during ISAP, if the Lineholder so elects, the request will be moved to Daily Scheduling for processing provided the Lineholder is not already holding a pairing departing on the first day of the ISAP bid processing date range.

- iii. **Drop Transaction (Subject to Daily and Monthly Open Pairing Day Limitations)**

If a Lineholder's bid includes a request to drop a pairing departing on the first day of the ISAP bid processing date and her/his request is not awarded during ISAP, if the Lineholder so elects, the request will be moved to Daily Scheduling for processing.

**Example:**

On Monday night, the ISAP bid begins processing pairings departing Wednesday through the end of the month. Any pairing departing on Wednesday will be

considered departing on the first day of that ISAP bid processing date range.

iv. “Wants Better”

If, after the ISAP award, a Lineholder has a pairing in her/his line that originates on the first day of the ISAP bid processing date range, the Lineholder will not be added to the Unsuccessful Bidder List for any pairings that originate the same day.

## F. POST ISAP DAILY PROCESSING

### 1. ISAP Unsuccessful Bidders List

- a. A list of Lineholders who elect to be passed to Daily Scheduling because her/his bid was not awarded in ISAP and her/his request originates on the first day of the ISAP bid processing date range will be compiled upon conclusion of the ISAP run. The ISAP program will have an election the Lineholder may select if she/he wishes to be placed on the Unsuccessful Bidders List for the pairing. The Unsuccessful Bidders List shall be used by Daily Scheduling for manual processing.
- b. Daily bids will be processed by using the Unsuccessful Bidder List to offer pairings to Lineholders in seniority order, except as provided for in Paragraph F.5, below.
- c. Drop/Pick Up Transaction  
If the Lineholder’s bid includes a request for a pairing on the first day of the ISAP bid processing date range and overlaps a pairing held by the Lineholder on a subsequent day(s), the bid will be processed as specified in Paragraph E.3.n., above.
- d. Pick Up Transaction/Drop (without overlap)  
If the Lineholder’s bid includes a request for a pairing originating on the first day of the ISAP bid processing date range and includes a drop for a trip on a subsequent day(s) that does not overlap, such request, the bid will be subject to the daily and monthly Open Pairing Day limitations as specified in Paragraph E.3.1.
- e. Drop Transaction

If the Lineholder's bid includes a request for a drop transaction on the first day of the ISAP bid processing date range and her/his drop transaction bid was not awarded during ISAP, if the Lineholder so elects, the drop request will be moved to Daily Scheduling. If open time subsequently falls below the Open Pairing Day limitations as specified in Paragraph E.3.1, the request to drop will be awarded in seniority order among those Lineholders passed on to Daily Scheduling.

## 2. General

- a. The Company shall display a daily electronic list of all open pairings by domicile.
- b. At each Flight Attendant domicile, the Company shall display a daily list of all flying assignments for that domicile. Such list may be displayed electronically and shall remain available for five (5) months after the end of the current month.

## 3. Processing Timeline

- a. Pairings That Open Between 2100 and 0600: Pairings which open after 2100 each day (Post ISAP period) which originate on the first day of the ISAP bid processing date range will be processed using the Unsuccessful Bidder List after the ISAP awards are posted at 0600.
- b. Processing after 0600: Once the Unsuccessful Bidders List has been processed, any pairings that subsequently become available prior to two (2) hours before departure of the pairing will be processed immediately from the Unsuccessful Bidders List. If the trip is not awarded from the Unsuccessful Bidder List, the pairing will then be assigned to a Reserve according to the provision of Section 12 Reserve. Pairings which become available within two (2) hours prior to departure of the pairing, will not be processed from the Unsuccessful Bidders List but will be awarded to a Reserve, as specified in Section 12, Reserve.
- c. Unsuccessful Bidders List Applicable to the Origination Day of Pairing: Pairings will be processed utilizing the Unsuccessful Bidders List applicable to the origination day of the pairing. For example, on Monday, Crew Scheduling

would use the Unsuccessful Bidders List from Saturday's ISAP run to process pairings that originate on Monday.

- d. Pairings Originating after the First Day of the ISAP Bid Processing Range: Pairings which open after 2100 each day (Post ISAP period), and originate after the first day of the ISAP bid processing date range will not be awarded pursuant to this Paragraph but, rather, will remain as open time for bidding during the following day's ISAP process.
- e. If there are no bidders or Lineholders on the Unsuccessful Bidders List, including Late Bidders, who accept the pairing, the pairing will be processed according to the provisions of Section 12 Reserve.

#### 4. Processing Rules

- a. Daily Scheduling will process bids according to the specifications of Paragraph D.14 and E.3.
- b. Crew Scheduling will call Lineholders one (1) time in seniority order to offer each pairing for which the Lineholder is listed on the Unsuccessful Bidders List. If a Lineholder does not answer or declines the pairing, Crew Scheduling shall move on to the next most senior Lineholder on the Unsuccessful Bidder List requesting such pairing. If a Lineholder is on another trip at the time the pairing opens, the Lineholder will not be passed over and such pairing will be awarded. A Lineholder will be responsible for acknowledging the trip either through the Crew Management System or the Voice Response System. If the award is not acknowledged within two (2) hours of the Flight Attendant's pairing completion or at the end of the uninterrupted rest period, such pairing shall be covered by another Flight Attendant.

#### 5. Late Bidders

A Lineholder may call Crew Scheduling during the post ISAP period to bid for a pairing and request to be added to the Unsuccessful Bidders List for such pairing. A Late Bidder will be added to the bottom of the Unsuccessful Bidders List and her/his bid will be processed according to her/his position on the list for pairings that come available. If the Flight Attendant's request to be considered a Late Bidder is received after the initial process of

unsuccessful bidders at 0600 on the day immediately following the ISAP closing, the Flight Attendant will be processed in seniority order amongst all unsuccessful bidders.

The award of such transactions for late bidders will be subject to rules in Paragraph F.4.

6. Inverse Assignment

When it becomes necessary to assign a Flight Attendant to open time or supplemental coverage, it will be done in accordance with Section 12.M, Reserve. POTA assignments will be made by positive contact to the Flight Attendant being assigned.

**G. ELECTRONIC TRADE BOARD (ETB)**

1. The Company will provide a real time, electronic method of picking up, dropping, and trading pairings between Flight Attendants on a first come/first served basis. The ETB will not be used to distribute or trade open time. The following provisions will apply:
  - a. All pairing transactions through the ETB will be awarded in first come/first served order, beginning immediately following the posting of the PBS line award.
  - b. ETB transactions will not be processed between the time the ISAP bid closes at 2100 and is awarded at 0600.
  - c. In order to avoid transition conflicts, for a period not to exceed forty-eight (48) hours while PBS is processing, a Flight Attendant shall not be able to pick up, drop or trade a trip that touches the last six (6) days of the bid period.
  - d. All ETB transactions will be available for processing until two (2) hours prior to the report time for the pairing. If the pairing has not been picked up by another Flight Attendant two (2) hours prior to its originally scheduled report, the Flight Attendant will be responsible for flying that pairing. This restriction shall not apply to Paragraphs N. and P., Last Live Leg and Jetway Trades.
2. General Use of the ETB

- e. The ETB system will include a real time acceptance message that requires a Flight Attendant picking up a pairing on the ETB to accept the pairing. A Flight Attendant requesting to drop or trade a pairing remains responsible for that pairing until approval for the drop or trade has been granted. Once a pairing is added, it becomes part of the Flight Attendant's line. Conversely, once a pairing is dropped, it is no longer part of the Flight Attendant's line.
  - f. ETB transactions will be processed for pairings that the Flight Attendant is legal to operate under the terms of the Agreement and in accordance with the parameters specified in Paragraph D.14.a-f.
  - g. Flight Attendants will be able to access the ETB through a web-based program at no cost to the Flight Attendant.
  - h. The Company will implement a voice response system where a Flight Attendant can confirm a trip drop or trade.
  - i. A Flight Attendant can combine multiple pairings as specified in Paragraph D.14.
3. Lineholder Use of the ETB
- a. Within the same domicile, Lineholders may drop pairings to other Flight Attendants, pick up pairings from other Flight Attendants on days off or on vacation days, and/or trade pairings with other Flight Attendants using the ETB.
  - b. Lineholders will be permitted to drop down to forty (40) credited hours in a bid period by trading with other Flight Attendant(s) or by dropping pairings to other Flight Attendants through the ETB.
  - c. There is no cap on the number of pay hours a Flight Attendant may gain through picking up pairings from other Flight Attendants through the ETB. Pairings picked up from the ETB will increase a Lineholder's projection and her/his maximum ISAP bidding credit window. Pairings dropped utilizing the ETB will reduce a Lineholder's projection and her/his maximum ISAP bidding credit window.
4. Reserve Use of the ETB

- a. Within the same domicile, Reserves may utilize the ETB to drop, pick up and trade pairings on Golden days or on vacation days.
- b. Within the same domicile, Reserves may utilize the ETB to drop, pick up and trade pairings on Moveable days once released from reserve duty into such days off or at the conclusion of her/his RAP prior to a day off, subject to the rest requirements of the FARs, but no less than eight hours and thirty minutes (8:30) from release to report.
- c. Within the same domicile, Reserves may utilize the ETB to drop, pick up and trade pairings that originate on a Moveable day without having been released as specified in Paragraph G.4.b., above, according to the following procedure:
  - i. A Reserve cannot, as part of Reserve processing, create a conflict with the ETB pairing.
  - ii. A Reserve with an awarded ETB pairing on her/his Moveable day(s) will not be assigned a pairing that conflicts with her/his ETB pairing in Future or Daily Scheduling unless such assignment into her/his Moveable Day(s) is necessary according to the Section 12.J and 12.K, Reserve. If a Reserve's ETB pairing is dropped by Crew Scheduling, there will be no pay protection for the ETB pairing. At the Reserve's option, the Reserve may be split back onto the ETB pairing provided she/he notifies Crew Scheduling at the time of the assignment.
  - iii. A Reserve with an awarded ETB pairing on Golden Day(s) will not be assigned a pairing that conflicts with her/his ETB pairing in Future or Daily Scheduling unless assignment is necessary according to the Priority of Trip Assignment language specified in Section 12.M. If a Reserve's ETB pairing is dropped by Crew Scheduling, the Reserve will be provided pay protection for the ETB pairing up to the point she/he can be split back onto the ETB pairing. The Reserve may be split back onto the ETB pairing or drop the portion of the ETB pairing.
- d. A Reserve must allow a minimum of nine hours and forty-five minutes (9:45) of domicile rest between the latest time the



Reserve could be scheduled to be released from duty in domicile and the scheduled report time of the ETB pairing.

- e. A Reserve is required to have a minimum of scheduled domicile rest of nine (9) hours and forty-five (45) minutes between the scheduled release time of the ETB requested pairing and the earliest time a Reserve could be required to report for duty on her/his first day of availability following a Golden, Moveable or vacation day. The ETB requested pairing must be scheduled to release no later than 1800 on the last Golden, Moveable or vacation day so the Reserve will have at least nine (9) hours and forty-five (45) minutes rest prior to 0400 on the first day of availability.
- f. Pay and Credit  
A Reserve picking up a pairing through the ETB on a Golden day, Moveable day or a day of Reserve Availability once released into such day pursuant to Paragraph G.4.b, above, or on a vacation day will receive pay no credit for such time above her/his minimum guarantee.

#### **H. RED FLAGGING OPEN TIME**

1. At any time prior to departure, Crew Scheduling may red flag a pairing/position in open time. Red flagged pairings shall be paid at the rate of one hundred and twenty-five percent (125%), and credited at one hundred percent (100%). Once a pairing is flagged it shall retain its premium for any pay protection provided within Section 10, Scheduling. If a Flight Attendant calls in sick for a red flagged pairing, no red flag premium will be applied.
2. Pairings which carry a red flag premium will be indicated as such in the Crew Management system. Flight Attendants may exclusively bid for red flagged pairing within ISAP.
3. The premium pay rate shall not be paid for any red flag pairing that is assigned to a Reserve on days of availability.
4. A Reserve who picks up a red flagged pairing on her/his days off shall receive pay as referenced in Paragraph H.1., above.
5. Once a pairing has been red-flagged, Crew Scheduling may remove the red flag designation and its corresponding premium at any time prior to pairing award or assignment, up until 2100 HDT

two days prior to the departure of the pairing. Once the ISAP daily processing occurs on any day, the Company may not change the red flag designation until the ISAP awards are complete for that day.

6. A Lineholder shall be permitted to drop a pairing in ISAP to pick up a red-flagged pairing. The red flagged pairing shall not commence a duty period on more than one (1) day of the original pairing that was dropped. A Lineholder shall not drop a one (1) day non-red flagged pairing in order to pick up a one (1) day red flagged pairing on that same day.

Example:

Flight Attendant has a three (3) day pairing. The final duty period of the pairing commences at 1400 Monday and then terminates at 0030 Tuesday. The Flight Attendant wants to drop her/his trip and pick up a red flagged pairing on Monday, Tuesday, and Wednesday. The request will be approved because the duty period does not commence on more than one day of the red flagged pairing.

## **I. INVOLUNTARY ASSIGNMENT**

Involuntary assignments shall only be made according to the Priority of Trip Assignment language specified in Section 12, Reserves.

## **J. RESCHEDULING**

### **1. General Provisions**

- a. The provisions of this Paragraph J. are intended to allow for orderly rescheduling procedures in the event of last minute operational irregularities that have a high probability of resulting in pairing delays or cancellations. These provisions are not intended to be utilized in such a manner so as to effectively require a Lineholder to serve as a Reserve.
- b. The intent of this Paragraph J. is that a Flight Attendant should be permitted to operate the pairings that she/he was awarded through PBS, ISAP, ETB, etc. Consequently, a Flight Attendant should not be removed from her/his pairing unless all options have been utilized to prevent a cancellation or delay including assignment to any available Reserve or OPR.

- c. A Reserve on an ETB trip will be considered a Lineholder for the purposes of this Section.
- d. The term “rescheduled” as used in this Section means any and all deviations from a Flight Attendant’s awarded pairing, as originally published, with the following exceptions:
  - i. Cancelled segments that occur at any time during the pairing without requiring the Flight Attendant to operate a different pairing. However, the cancellation of a scheduled flight and the creation of a new unpublished flight between the same city pairs within four (4) hours of the original scheduled departure time does not constitute a cancelled segment and would require payment to the Flight Attendant for the cancelled flight unless the Flight Attendant has requested to be released from duty in accordance with Section 11.M. Further, flights scheduled as extra sections more than forty-eight (48) hours in advance of the cancelled flight are not considered “new unpublished flights” for purposes of this Paragraph. If an extra section is created less than forty-eight (48) hours prior to the cancellation, the extra section shall require payment to the Flight Attendant for the cancelled flight unless the Company can demonstrate that the creation of this “new unpublished flight” is not related to the cancellation.
  - ii. Deadheading to position a crew because of a cancelled flight(s) to continue a series of flight(s) on the original pairing.
  - iii. Diversions for fuel, weather or emergency if the Flight Attendant next proceeds to the originally released destination prior to the diversion or to the next destination on the original pairing.
  - iv. Delays of scheduled departure/arrival times which do not result in operating to different city pairs than were contained in the original pairing.
  - v. Bypassing cancelled flight segments in the affected Flight Attendant’s pairing, provided that another flight has not

been cancelled pursuant to J.1.d.i, above, which would be covered by the affected Flight Attendant.

Example: Duty Period 1 – Original Pairing: PHL-CLT-TPA. Both flight segments cancel and Duty Period 1 becomes PHL-TPA.

## 2. Prior to Report Time

The following provisions will apply to the Lineholder holding the pairing at the time of modification or reschedule:

- a. Subject to the provisions of Paragraph J.1, above, for the purposes of adjusting pairings after publication, e.g., equipment change, block times, departure or arrival times, or cancellations, a pairing may be changed prior to report. If such change involves, different city pairs, RON cities, or causes the pairings to operate on additional days or to not operate on a day(s), the Lineholder shall be notified and shall not be required to accept such pairing in which event the Lineholder shall forfeit all applicable pay protection for that pairing(s) and all line guarantees associated with that release.
- b. In the event the Lineholder elects to operate a rescheduled pairing, such Lineholder will be guaranteed the pay value of her/his originally awarded or assigned pairing, as published in the monthly pairing sheets, or actual time, whichever is greater, except such Lineholder shall not receive pay for canceled segments except as otherwise provided for in this Agreement. Such Lineholder shall receive the crew substitution protections afforded in Paragraph J.9, below.
- c. In no case shall the Lineholder be required to report for a pairing earlier than originally scheduled. If the rescheduled departure is earlier than the originally scheduled departure, duty time will commence concurrent with domestic or international report times based on the earlier departure time. If replaced, such Flight Attendant shall receive the crew substitution protections afforded in Paragraph J.9., below.
- d. In the event the pairing is rescheduled to depart more than one (1) hour later than originally scheduled, Crew Scheduling shall attempt to call the Lineholder to advise her/him of the rescheduled report time.

3. After Report but prior to Pairing's Origination
  - a. Subject to the provisions of Paragraph J.1, once a Flight Attendant crew reports for a pairing, the Company may reschedule a Flight Attendant crew to maintain scheduled operations or substitute another crew on a part of the pairing to maintain scheduled operations in accordance with published timetables.
  - b. In the event a Flight Attendant crew reports for the origination of a pairing and such pairing is cancelled in its entirety, the individual Flight Attendants in such crew may be rescheduled in the event that such rescheduling is required to prevent a delay or cancellation. The opportunity to be rescheduled shall be offered to the Flight Attendants in seniority order. If insufficient Flight Attendants volunteer to be rescheduled, assignment will be made in inverse seniority order.
  - c. A Flight Attendant crew rescheduled in accordance with Paragraphs J.3.a and J.3.b will be advised of their remaining duty assignment for that day and for the balance of the pairing within two (2) hours (during normal operations) or three (3) hours (during system irregular operations as declared by the Director of Crew Scheduling or her/his designee) of being notified of the rescheduling.
4. After Origination (Departure of First Flight)
  - a. Subject to the provisions of Paragraph J.1, above, once a Flight Attendant crew has originated a pairing, the Company may reschedule such crew to maintain schedule or substitute another crew on a part of the pairing to maintain scheduled operations in accordance with published timetables. Such rescheduled crew will be advised of their remaining duty assignment for that day and for the balance of the pairing within two (2) hours (during normal operations) or three (3) hours (during system irregular operations as declared by the Director of Crew Scheduling or her/his designee) of being notified of the rescheduling.
  - b. It is the intent of Paragraph J.4.a. above, to make every reasonable effort to reschedule the entire crew together. However, in extenuating circumstances, the Company may

split a Flight Attendant crew if such split is required in order to maintain schedule. A typical example of a situation where the entire crew may not be rescheduled together would be as follows:

Example: Two (2) Flight Attendant crews are on an overnight in LGW (a 767 crew with six (6) Flight Attendants and an A330 crew with nine (9) Flight Attendants). If the "A" Flight Attendant on the 767 pairing becomes ill just prior to her/his flight's departure, a Flight Attendant from the A330 crew, if legal to do so, may be rescheduled onto the 767 pairing, thus splitting the 767 crew and preserving the integrity of the schedule.

5. Once a Reserve reports for a pairing, all provisions that apply to a Lineholder shall apply to a Reserve. If a Reserve has been removed from a pairing prior to report time consistent with Section 12.M, Reserve, the pay protections specified therein shall apply. If the pairing cancels in its entirety, the Reserve may be assigned to a RAP pursuant to Section 12, Reserve.
6. If a Reserve's pairing cancels in its entirety and no RAP was originally assigned and no pairing exists for assignment, the Reserve shall assume duty for the remainder of the RAP in which the pairing originally reported. If the pairing originally reported in multiple RAPs, Crew Scheduling shall assign the Reserve to the earlier RAP.
7. Return to Domicile

At the time of rescheduling, the Company shall make every effort to schedule such Flight Attendant crew to arrive back in their domicile no later than the time she/he was originally scheduled to return. In no event will the Flight Attendant(s) be rescheduled beyond her/his originally scheduled return time unless the Company has unsuccessfully made every effort to provide Reserve coverage to continue the pairing from that point without causing a delay or cancellation. These provisions shall not be used to eliminate deadheading where no delay is involved.

8. Equipment Substitution
  - a. When different equipment is substituted prior to origination for an entire pairing, and positions are available in open time,

only the required number of Flight Attendant positions for the downgraded equipment will be staffed. If such pairing is staffed with a full complement at the time of the equipment substitution, only the required number of Flight Attendant positions for the downgraded equipment will be required and the most senior Flight Attendant(s) will be released and receive pay and credit at their hourly rate and all premiums, if applicable.

- b. When different equipment is substituted after report the Flight Attendant complement will depend on the number of jumpseats available. In the event fewer jumpseats are available than there are Flight Attendants who have reported for the pairing, the junior Flight Attendants on the pairing, regardless of bid position, will fly the pairing and receive pay and credit at their hourly rate, and all premiums, if applicable. The most senior Flight Attendant(s) shall be compensated for the pairing at her/his hourly rate and all applicable premiums. At Company option, the original Flight Attendant may be required to return to her/his original pairing at any time prior to the termination of such pairing, but for this provision to have effect such Flight Attendant must be notified of such requirement at the time she/he is notified of the equipment substitution.
9. A Flight Attendant, who is rescheduled in accordance with Paragraphs J.3. or J.4., above, will be guaranteed the pay value of her/his originally awarded or assigned pairing, as published in the electronic bid package or actual time, whichever is greater, excluding canceled segments. A pairing which does not appear on the electronic bid package, e.g., ferry flights, extra sections, etc., will be pay protected to the posted value of the pairing prior to its award or assignment. This pay protection will also apply to a Flight Attendant who is replaced as a result of a crew or equipment substitution.
10. Should a significant delay or cancellation be expected on the first flight segment of the affected Flight Attendant's pairing or duty period, Crew Scheduling will make every effort to notify the Flight Attendant of the delay. All compensation shall be based on the original report time regardless of whether the Flight Attendant is notified to report at a later time. Should a Flight Attendant be advised not to report until a later time, she/he shall be compensated as if she/he reported at her/his original report time. Specifically,

the applicable duty rig pay shall continue until the time of release from that duty period. At the conclusion of the scheduled duty period, if the Flight Attendant has not been notified of any assignment for that duty period, she/he shall be considered released at that time from that duty period. Further, the pairing rig will continue to apply until the Flight Attendant is released from the pairing. In addition, the Flight Attendant shall not be expected to report to the airport until one (1) hour for domestic departures and one (1) hour and thirty (30) minutes for international departures prior to the revised departure time.

#### 11. Report/No Fly

- a. When a Flight Attendant reports to the airport to fly and fails to fly, or flies less than two (2) hours, she/he shall receive a minimum credit of two (2) hours toward her/his flight time for the month.
- b. If a courtesy call notifying a Flight Attendant that her/his trip has been cancelled in its entirety has been received prior to departing her/his residence to begin her/his travel for the express purpose of the trip in question, then the two (2) hours report/no fly pay would not apply. However, once the Flight Attendant departs her/his residence to report for the trip, a report/no fly pay of two (2) hours would apply even if she/he were notified prior to her/his actual report at her/his domicile.

#### K. ILLEGAL THROUGH NO FAULT

1. If, after the time of award, a Flight Attendant becomes illegal (contractual or FAR) through no fault of her/his own to originate her/his pairing, such Flight Attendant shall have the option of splitting on to the pairing, once she/he becomes legal at the point the pairing passes through her/his domicile. If the pairing does not pass through the Flight Attendant's domicile, she/he will be permitted to pick up the pairing at the point where she/he becomes legal. However, if it is impractical for the Company to split the Flight Attendant on to the pairing, the Flight Attendant shall be released from the pairing and paid the value of the originally scheduled pairing. To receive pay protections under this Paragraph, the Flight Attendant must be FAR illegal.

Example: A Flight Attendant arrives in late Monday night from her/his pairing and becomes FAR illegal for the following two day



pairing on Tuesday/Wednesday PHX-LGA-RON-LGA-PHX. It would be impractical for the Company to deadhead the Flight Attendant to LGA fly the LGA-PHX segment as the Company already had the pairing covered by another Flight Attendant. In this situation, the Flight Attendant would not be permitted to split on the trip and would receive pay and credit for the entire pairing as it was flown by a substitute crew.

- a. For pairings other than such Flight Attendant's last pairing or series of pairings of the bid month, such Flight Attendant shall be paid and credited for any portion(s) of the pairing flown by a substitute crew, up to the point where she/he splits back on or could have split back on.
- b. As an exception to this Paragraph, a Reserve awarded a pairing via the ETB on Moveable days and subsequently awarded/assigned a pairing by Crew Scheduling on Moveable days prior to such ETB trip will not be afforded pay protection. A Reserve awarded a pairing on a Moveable day(s) shall only be assigned a pairing in accordance with Paragraph G.4., above.
- c. If such pairing was the Flight Attendant's last pairing or series of pairings of the bid month, she/he shall be paid and credited in accordance with Paragraph L.4., below.

## 2. Illegal After Time of Award But Prior to Origination

- a. If, after the time of award but prior to origination, a Flight Attendant remains legal for the origination of her/his pairing but is projected to become illegal through no fault of her/his own to complete such pairing, she/he must originate the pairing and split off at the latest point it passes through her/his domicile and she/he remains legal. If the pairing does not pass through her/his domicile, prior to her/him becoming illegal, she/he will be required to split the pairing at the point prior to when she/he becomes illegal.
- b. Such Flight Attendant shall be paid and credited for any portion(s) of the pairing flown by a substitute crew after the point where she/he splits off. In the event such pairing is her/his last pairing or series of pairings of the bid month, the Flight Attendant shall be paid and credited for the remainder

of the pairing regardless of whether the remainder of the pairing was flown by a substitute crew.

- c. Notwithstanding the foregoing, the Flight Attendant may request, and the Company may consent, to drop the pairing and any pay protection would be waived.

### 3. Illegal After Origination

- a. If, after originating a pairing a Flight Attendant becomes illegal to complete the pairing, such Flight Attendant shall be split off at the latest point the pairing passes through her/his domicile and she/he remains legal. If the pairing does not pass through the Flight Attendant's domicile prior to her/him becoming illegal, she/he shall be split off at the point of illegality. In either circumstance the Flight Attendant will be pay protected for any portion(s) flown by a substitute crewmember after splitting off. If such pairing is the Flight Attendant's last pairing or series of pairings of the bid month, she/he shall be paid in accordance with Paragraph L.4., below.

## **L. LAST TRIP OF THE MONTH PAY AND CREDIT**

1. When a Flight Attendant's last series of trip(s) in a bid month is cancelled in its entirety, or when a Flight Attendant is illegal through no fault to originate her/his last trip of the bid month, she/he shall be paid and credited for the entire pairing(s).
2. When a Flight Attendant becomes illegal after origination (whether such illegality is known prior to or after origination) for a portion(s) of her/his last trip of the bid month, she/he must originate such pairing and shall be split off at the latest point the pairing passes through her/his domicile and she/he remains legal. If the pairing does not pass through the Flight Attendant's domicile prior to her/his becoming illegal, she/he shall be split off at the point of illegality. In either circumstance, she/he will be paid and credited for the portion(s) of the pairing for which she/he was illegal.
3. If a Flight Attendant is unable to originate her/his last trip of the bid month because the origination has cancelled (whether known prior to or after report), the Company may request the Flight Attendant to split onto such pairing, and the Flight Attendant must split on, subject to the following conditions:

- a. The split must occur prior to the completion of the first scheduled duty period of such pairing.
  - b. The Company's request must be made pursuant to Paragraphs J.
  - c. The Flight Attendant shall be pay protected for the cancelled portion(s) of such pairing.
  - d. If the Company does not make such request, the Flight Attendant shall be released and pay protected for the entire pairing.
4. If a Flight Attendant is legal to originate and to complete her/his last trip of the bid month, but some portion(s) of such pairing are cancelled, she/he will be pay protected for the cancelled portion(s) but will be obligated to fly the portion(s) of the pairing that are not cancelled.
  5. After origination, a Flight Attendant on her/his last trip of the month may be rescheduled in accordance with Paragraph J.6.

#### **M. PAIRING SPLITS**

1. All pairing splits shall be limited to the Flight Attendant's domicile except:
  - a. When a Flight Attendant must split a pairing to comply with an involuntary legality after pairing award;
  - b. For emergency of a personal nature;
  - c. For sick;
  - d. At Company request;
  - e. In accordance with the provisions of Section 29, Training;
  - f. For a Reserve in accordance with Section 12.L.
2. Company Initiated Splits or Replacement Flight Attendants

- a. A Flight Attendant who splits onto or off of a pairing shall receive Trip Rig and Duty Rig from the point at which the pairing is split, except that duty time related to deadheading will only be paid for the replacement Flight Attendant unless such split is made at Company request.
  - b. The pairing will be recalculated and a daily VM established for each day.
3. Flight Attendant causing the Split
- a. Trip rig does not apply.
  - b. Duty rig calculated for duty periods completed prior to/following the day of the split only, as applicable.
  - c. Published VM, or actual if greater, for duty periods completed prior to/following the day of the split, if applicable, and actual pay for the day of the split.
  - d. There shall be no pay or credit for a deadhead generated as a result of such split.

Pay/Credit Provision for Split Trips	Company Initiated Splits and Replacement Flight Attendant (the one who did not cause the split)	Flight Attendant causing the split-Sick, Emergency, Personal, Bereavement, . Union Business, Reserve split for ETB, Stuck Commuting
Trip Rig	Calculated to/from point of split including any necessary deadhead and report and debrief.*	Trip Rig does not apply.
Duty Rig	Calculated to/from point of split, including any necessary deadhead and report and debrief.*	Duty rig calculated for duty periods completed prior to/following the day of the split only, as applicable.
Variable Minimum	The pairing will be recalculated and a daily VM established for each day.	Published VM, or actual if greater, for duty periods completed prior to the day/following the day of the split, if applicable, and actual pay for the day of the split.

\*Deadhead pay applies to/from the point of split. When a duty period consists solely of a deadhead flight into position to pick up or to return to domicile from a split trip, the Flight Attendant will receive the greater of two hours (2:00) or actual deadhead time.

**N. PAIRING TRADES THROUGH CREW SCHEDULING**

A Flight Attendant, on the day of departure who notifies Crew Scheduling not less than forty-five (45) minutes prior to a domestic departure or sixty (60) minutes prior to an international departure, may exchange pairings which depart on the same day at a domicile. If a portion of a pairing is exchanged, the exchange must take place at the Flight Attendant's domicile. In the event of irregular operations, Flight Attendants shall remain on each other's schedule until they can return to their own schedule. A Flight Attendant who exchanges pairings shall be responsible for the exchanged pairing and not her/his own pairing. Such trade will be treated by the same rules as an ETB transaction, e.g. projection and ISAP bidding credit window.

## **O. PROJECTION AND ADJUSTMENT**

### **1. General**

- a. Upon publication of a Flight Attendant's PBS award, a monthly bidding credit window shall be established between forty (40) credited hours and ninety-five (95) credited hours of Company Time (including any Vacation, Training, etc.) in her/his line. For a High Option Flight Attendant, her/his ISAP cap shall be her/his PBS High Option cap plus five (5) hours.
- b. The hours credited for each duty period of a pairing which transitions into the next month at the time of PBS award shall be included in the month in which the duty period commences.

Example: A four day pairing with a value of 5:00 per day commences on the last day of the April bid period. Fifteen hours (15:00) will be a part of the Flight Attendant's credit and PBS line value for the May bid period.

- c. Accumulated actual credit, when added to future scheduled activity, shall constitute a Flight Attendant's projected credited time.
- d. Pairings picked up while utilizing ETB will increase a Lineholder's projection and her/his ISAP maximum bidding credit window. Pairings dropped utilizing the ETB will reduce a Lineholder's projection and her/his ISAP maximum bidding credit window. Except for adjustments because of ETB activity, the ISAP maximum shall remain constant throughout the month.

- e. Once awarded by PBS, ISAP, Daily Scheduling or ETB, each Flight Attendant will be obligated to all pairings in her/his line.
  - i. It is the responsibility of the Flight Attendant to electronically acknowledge all self-initiated changes to her/his schedule.
  - ii. If a Flight Attendant fails to acknowledge a change to her/his schedule, the Flight Attendant may be removed from the pairing without pay protection. Per Paragraph E.3.g., a Flight Attendant who participates in an ISAP transaction shall be deemed to have acknowledged and accepted the assignment upon the award of the transaction.
  - iii. If a Flight Attendant acknowledges a change to her/his schedule, but fails to check-in for a pairing within ten (10) minutes past the scheduled report time, Crew Scheduling may remove the Flight Attendant from the pairing without pay protection.

## 2. Over Projection and Under Projection

- a. ISAP or Daily Scheduling transactions must result in a projected credited time value within the bidding credit window, however in the event that actual accumulated credit, plus future scheduled activity results in a credit projection above or below the bidding credit window, ISAP or Daily Scheduling may be used to adjust such over or under projection.
- b. When over projected, ISAP or Daily Scheduling transactions may result in a projected credited time value higher than the bidding credit window, however until projected credited time is within the bidding window, each ISAP or Daily Scheduling award must be equal to or reduce the Flight Attendant's projected credited time.
- c. When under projected, ISAP or Daily Scheduling transactions may result in a projected credited time value lower than the bidding credit window, however until projected credited time is within the bidding window, each ISAP or Daily Scheduling

award is equal to or increases the Flight Attendant's projected credited time.

### 3. Involuntary Over Projection

- a. If due to circumstances beyond the control of the Flight Attendant, her/his projected credited time exceeds the bidding credit window, the Flight Attendant may utilize ISAP or Daily Scheduling to reduce her/his projection or, if not, fly over the monthly maximum and be paid as specified in Paragraph O.3.b., below. In order to reduce her/his projection to her/his applicable monthly maximum, Daily Scheduling and the Flight Attendant shall mutually agree on the pairing(s) to be dropped, with the understanding that coverage requirements may dictate which portion or pairing will be given up to adjust projected time. In the event the only pairings remaining to be dropped are pairings that touch a protected holiday and the Flight Attendant's last trip of the month, the protected holiday pairing will be maintained on the Flight Attendant's schedule.
- b. If by the end of the month, a Flight Attendant does not utilize ISAP or Daily Scheduling to reduce their projection to within the bidding credit window, payment for such excess time will be made on the 15<sup>th</sup> day of the following month.
- c. The Company will provide the MEC, on a monthly basis, a list of all Flight Attendants who have exceeded their monthly maximum in a particular bid month.

### P. LAST LIVE LEG

A Flight Attendant may fly another Flight Attendant's last live leg for her/him provided all parties adhere to the following:

1. A Flight Attendant swapping onto the flight segment must ascertain that her/his name appears on the flight plan.
2. Any Flight Attendant swapping onto a flight segment must inform Crew Scheduling in advance of such swap and provide the names of the Flight Attendants involved. A Flight Attendant swap shall not create a delay in passenger boarding or departure.
3. A Flight Attendant swapping onto the flight must be legal to do so. In the event the last live leg is followed by a deadhead, the Flight

Attendant swapping onto the live leg must also be legal for the deadhead leg. In the event the deadhead leg becomes a live working segment, the replacement Flight Attendant would be required to work such segment and must be legal to do so. It will be the individual Flight Attendant's responsibility to ascertain that the swap and her/his own pairing, if applicable, will be in compliance with all applicable FAR's. e.g., the combination cannot exceed the Flight Attendant FARs or the combination cannot trigger a compensatory rest violation on the replacement Flight Attendant's pairing. A Flight Attendant accepting a last live leg waives her/his duty and block limitations and rest requirements up to the Flight Attendant FARs.

4. No pay protection will be provided should the Flight Attendant become illegal for her/his own pairing.

## Q. STAFFING

1. The Company will pay understaffing pay for each segment identified as needing an ADD/(BID) position if such position is not covered in accordance with the pre-determined parameters. An aircraft lacking one (1) or more ADD/SUPP Flight Attendant in accordance with the parameters established by the Company will result in the payment of understaffing on the understaffed segment(s) as specified in Section 3 Compensation, but will not exceed ten dollars and fifty cents (\$10.50) per hour per Flight Attendant for the understaffed segment(s).
2. The following shall constitute the staffing levels for all equipment.

	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"	"I"	"M"
E-190	REQ	REQ	-	-	-	-	-	-	-	-
A-319	REQ	REQ	REQ	ADD	-	-	-	-	-	-
A-320	REQ	REQ	REQ	ADD	SUPP	-	-	-	-	-
737-300	REQ	REQ	REQ	ADD	-	-	-	-	-	-
737-400	REQ	REQ	REQ	ADD	SUPP	-	-	-	-	-
757	REQ	REQ	REQ	REQ	ADD	ADD	-	-	-	-
757-Int'l	REQ	REQ	REQ	REQ	ADD	ADD	-	-	-	-
A321	REQ	REQ	REQ	REQ	ADD	ADD	-	-	-	-
767-Dom	REQ	REQ	REQ	REQ	REQ	ADD	ADD	-	-	-
767-Int'l	REQ	REQ	REQ	REQ	REQ	ADD	ADD	ADD	-	-
A330-Dom*	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ	ADD	(5)
A330-Int'l*	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ	ADD	(5)
A330-Int'l**	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ	REQ	ADD(4)

\*Includes all aircraft in series.

\*\*Over fourteen (14) hour duty day



## Key to Staffing Chart

- REQ** Required staffing (Federal Aviation Regulation 121.391).
- ADD** Additional staffing to meet the needs of the service as determined by the Company.
- SUPP** Supplemental (SUPP) staffing will apply to those flight segments scheduled for hot tray service on any aircraft that does not already have an ADD position when bookings exceed one hundred twenty (120).

**NOTE:** The 767 will normally be staffed with one (1) additional Flight Attendant for transoceanic international to meet the needs of the service as determined by the Company. The A330 will normally be staffed with one (1) additional Flight Attendant on transoceanic international flights to meet the needs of the service as determined by the Company.

**NOTE:** If the service remains unchanged on the 757 TI flights, the Company shall maintain 757 TI staffing at the same level as the 767 TI. If the Company substantially reduces the service levels of the 757 TI, the Company shall meet with the MEC to determine the appropriate level of staffing.

Any position designated for a LOD/O Flight Attendant will be considered an "ADD" position. The LOD/O position is not included as a required FAA position in line awards, ISAP awards. However, if at the time of departure there is only the FAA staffing level (including the LOD/O), such flight shall be dispatched and understaffing pay applies.

## **R. TELEPHONE RECORDING AND RULES**

1. All telephone conversations between Flight Attendants and Crew Scheduling, with the exception of Managers and above, involving scheduling matters shall be recorded.
2. The phone recording system will provide a method of indication of the time, date of the call and the number called. Such recordings shall be kept for ninety (90) days and shall be made accessible to each LEC President or her/his designee on a need to know basis. In the event of a dispute, the tapes will be kept until the dispute is settled.

3. If, for any reason, a recorded conversation is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be made by the Director of Crew Scheduling or her/his designee upon written request from the respective LEC President. If the gap in any recording or the content of the missing information cannot substantiate the Company's position, then the affected Flight Attendant shall receive the benefit of the doubt.
4. Upon being notified by a representative of the Union that a recording needs to be retrieved, and the date, approximate time, and scheduler's name is provided, the Company shall forward the recording to the Union within five (5) business days.
5. Flight Attendant phone numbers and schedule information will not be given out by Crew Scheduling unless the Flight Attendant has given specific authority to do so. However, AFA emergency numbers, as provided by the Union for this purpose, will be made available on request.
6. When calling a Flight Attendant, Crew Scheduling employees must identify themselves by Company and department to the person answering the telephone.

## **S. FLIGHT ATTENDANT POSITIONS**

1. For the purpose of this Paragraph S., a "Lineholding Flight Attendant" shall be a Flight Attendant who has been awarded her/his position ("A", "B", "C", etc.) through PBS. The Lineholder on a pairing awarded in her/his line of flying is the only Flight Attendant who cannot be displaced from her/his position. A Flight Attendant awarded a pairing outside of PBS shall be considered a placeholder and position determination shall be based on seniority among the Flight Attendants originating the pairing. A PBS Lineholder may not be displaced from such position on her/his line pairing by a more senior Flight Attendant unless she/he voluntarily relinquishes that position.
2. Position Selection
  - a. If, after awarding the lines, a Lineholder's position has been vacated and has gone into open time, it shall be offered and awarded in accordance with this Section and Section 12, Reserve. The position selection for the vacated position(s) on domestic pairings shall be based on seniority among the Flight

Attendants originating the pairing and shall be made at least forty (40) minutes before departure. It shall be the responsibility of each Flight Attendant to have her/his name and position entered correctly on the flight plan.

- b. On a non-transoceanic international pairing, position selection for all vacated Lineholder positions shall be based on seniority among the Flight Attendants originating the pairing and shall be made at least fifty (50) minutes prior to scheduled departure.
  - c. On an international pairing, position selection for all vacated Lineholder positions shall be based on seniority among the Flight Attendants originating the pairing and shall be made at least one (1) hour and ten (10) minutes prior to scheduled departure.
  - d. If a pairing originates with a deadhead flight, position selection for all vacated Lineholder positions shall be based on seniority among the Flight Attendants originating the pairing and shall be determined in accordance with the time parameters in Paragraphs S.2.a. - c., above. However, if a Flight Attendant originates the pairing at the downline station, such determination of positions shall be made prior to the scheduled departure of the pairing's first working flight segment.
3. The following examples shall be utilized in determining Flight Attendant positions on a pairing:
- a. The "A" position is vacated and the "B" and "C" positions are covered by the Lineholders. As a result, the "A" position is awarded from the ISAP. That award does not necessarily determine which Flight Attendant is entitled to fly in the "A" position unless said Flight Attendant is senior to both "B" and "C" on that pairing. If not, seniority shall be used to determine which Flight Attendant flies in the vacated position(s).
  - b. The "B" and "C" positions are vacated positions and are covered through ISAP. The "A" position is subsequently vacated by the Lineholding Flight Attendant and goes to a more junior Flight Attendant than "B" or "C". Selection of positions shall be based on seniority among the Flight

Attendants originating the pairing in accordance with the time parameters of Paragraph S.2., above.

- c. All positions on a pairing are covered. The “A” Flight Attendant calls off sick during the pairing. When that vacated position is covered, the determination as to the new “A” Flight Attendant shall be based on seniority among the Flight Attendants flying the remaining portion of the pairing. However, if a more senior Flight Attendant than one (1) or more of the originating Flight Attendants picks up the remaining portion of the pairing, she/he may not use her/his seniority to bump any Flight Attendant out of a position in which she/he originated that pairing.
  - d. If the “B” or “C” position is vacated by a sick call and a more senior Flight Attendant than one (1) or more of the originating Flight Attendants picks up the remaining portion of the pairing, she/he may not use her/his seniority to bump any Flight Attendant out of a position in which she/he originated that pairing.
  - e. A Flight Attendant may swap pairings, but not positions. Therefore, whenever a pairing swap is involved, position selection for all vacated Lineholder positions shall be based on seniority among the Flight Attendants originating the pairing in accordance with the time parameters of Paragraph S.2., above.
  - f. Unless it is her/his line pairing and position, a Flight Attendant who splits onto a pairing may not use her/his seniority to force a Flight Attendant who originated the pairing out of her/his position. If all Flight Attendants on the affected pairing agree to do so, there can be a reassignment of positions based on seniority among the Flight Attendants.
4. As an exception to the above, Flight Attendants on PHX base pairings may not be displaced from her/his awarded or assigned position on her/his pairing regardless of how she/he acquired the position (e.g. PBS, ETB, ISAP, ISAP/AIL, Reserve processing). ISAP will award pairings without regard for position. If multiple positions are awarded on the same pairing in ISAP, such positions will be assigned in a post ISAP process according to Flight Attendant seniority and preference. A Flight Attendant may voluntarily trade positions with another Flight Attendant.

## **T. CREW SCHEDULING ERRORS – DOUBLE COVERED POSITIONS**

1. When a Lineholder is awarded a pairing from the monthly bid awards, ISAP, ETB, Daily Scheduling and signs in for the pairing, but at check-in time is not listed in her/his awarded position, she/he may not be forced off the pairing. When a Reserve is awarded a pairing from the ISAP, ETB or Daily Scheduling and signs in for the pairing, but at check-in time is not listed in her/his awarded position, she/he may not be forced off the pairing.
2. The Flight Attendant who is released from a pairing as a result of a Crew Scheduling error will be determined by system seniority.
3. A claim for the first duty period, or first two (2) duty periods if applicable, will apply (or three (3) if the pairing checks in too late for the Flight Attendant to bid in that day's ISAP). The affected Flight Attendant's pay for the remainder of the double covered pairing shall be protected if she/he goes on ISAP/AIL to be made whole by selecting a "like" pairing(s), e.g., comparable check-in/out times, same crew compliment ODAN to ODAN, number of legs, on duty hours, TI for TI, NTI for NTI, red-eye to red-eye, etc.) .
4. If a Reserve Flight Attendant on an AVL day is taken off a pairing because of double coverage, she/he shall be considered "on duty", as defined in Section 2., until released by a crew scheduler. Upon release, she/he may be required to remain available for further scheduling purposes on that same day. However, in accepting any further pairing award/assignment that day, the Reserve's report time for the original pairing will be used in determining her/his applicable maximum duty day period. The affected Reserve's pay for the remainder of the double covered pairing is protected if, when future pairings are awarded for the following day, she/he selects a "like" pairing(s).
5. If a Reserve on an AVL day is taken off a pairing because of double coverage and subsequently receives another pairing assignment from daily Crew Scheduling, all applicable scheduling parameters in this Agreement shall remain intact (i.e., duty day limitations).

6. If a claimant operates a pairing after the pay protected duty period(s) worth more time than the originally scheduled (double covered) pairing, she/he may claim the pay protected duty period(s) in addition to the pairing flown.
7. A Flight Attendant shall not be required to split a pairing to be pay protected.
8. Procedures and pay protection for any other Crew Scheduling errors that are not otherwise covered in this Agreement will be handled using the same methodology as outlined in this Paragraph.

#### U. **GENERAL**

1. The Company shall furnish a Flight Attendant with a choice of a written or electronic statement of her/his monthly flight time. If a discrepancy exists between the Company's records and the Flight Attendant's records, and the affected Flight Attendant desires to reconcile the discrepancy, such Flight Attendant will furnish the Company with a statement of her/his flight time by pairings for the bid month involved, and the Company agrees to make the necessary reconciliation.
2. Temporary Phone Numbers  

A Flight Attendant is required to have a primary telephone contact. A Flight Attendant may have a secondary number on file with Crew Scheduling. However, in the event she/he needs to use a temporary number, she/he must notify Crew Scheduling of her/his new phone contact for each applicable day. Crew Scheduling will call a Flight Attendant first at the primary telephone number and then the secondary number, if supplied. Crew Scheduling will only call a Flight Attendant at her/his primary or secondary number, if supplied, unless advised otherwise.
3. A Reserve working a trip on her/his day off shall be treated as a Lineholder for that trip for all purposes of this Agreement, e.g. rescheduling, illegal through no fault of her/his own, double covered trips.
4. In circumstances when a Flight Attendant is entitled to pay protection, such pay protection shall be inclusive of applicable premiums (i.e., LODO, International, Senior Pay, AFT and Galley) from the original trip, except when: 1) the payment of such

premium is excluded elsewhere in the agreement, 2) pay protection is a daily credit 3) pay protection is for Sick, Training, Holding, Jury Duty, Bereavement, Holiday, Settling/Moving Days, and Report No Fly. Premium protections are applicable to PBS Primary Lineholder or the Flight Attendant holding the applicable position at the trip origination.

In the event of an equipment downgrade, a Flight Attendant released with pay protection will be provided applicable premiums as specified in Section 10.J,8, Scheduling. A Flight Attendant who is not released shall receive the premiums applicable to the downgraded equipment.

5. The "A" Flight Attendant will be responsible for communicating with Crew Scheduling. In no event shall a Flight Attendant accept a change in itinerary from anyone other than Crew Scheduling, an InFlight Management or the Captain.
6. Concurrent with the commencement of parallel bidding of PBS pursuant to the implementation Letter of Agreement, there shall be no charge for a Flight Attendant to access or interface with any of the various scheduling systems (e.g. ETB, PBS, ISAP, Reserve information, Maestro/CATCREW) from her/his own internet connection.

## **V. EXPEDITED ADJUSTMENT OF IMPLEMENTATION DISPUTES**

During the implementation of this Agreement, any disputes over the implementation of the provisions of the Scheduling, Reserve and Hours of Service Sections shall be discussed by the JIRC. If after such discussion, resolution cannot be reached by the JIRC, the MEC may appeal the dispute, pursuant to Section 31.D.2, System Board, directly before the System Board of Adjustment. The ability to appeal to arbitration under the terms of this Paragraph shall not continue longer than twenty-four (24) months unless implementation of a provision is delayed beyond the anticipated implementation timeline established by the parties in which case the twenty-four (24) months shall be extended an equivalent amount of time.

## **SECTION 11 - HOURS OF SERVICE**

### **A. GENERAL**

1. The flight time limitations provided in this Agreement shall include all flight time on regularly scheduled pairings, extra sections, charter pairings, scenic flights, publicity flights, ferry flights, other flights where Flight Attendants perform regular flight duties, pairing hour credit, daily duty credit, variable minimum (VM) credit, report no-fly credit, and deadheading in accordance with the deadhead provisions as set forth in this Agreement.
2. Actual block-to-block time or scheduled time on a leg-by-leg basis, whichever is greater, shall be used in computing all flight time for pay purposes.

### **B. CUMULATIVE DUTY LIMITATIONS**

1. A Flight Attendant may be scheduled to fly up to thirty-five (35) block hours in any seven (7) consecutive days. Further, in actual operations, a Flight Attendant will complete her/his pairing combination even if the scheduled duty limitations are exceeded so long as no applicable Flight Attendant specific FAR is violated.
2. A Flight Attendant, at her/his option, may exceed thirty-five (35) actual hours in seven (7) consecutive days. A Flight Attendant will complete her/his trip combination so long as no applicable FAR is violated.
3. ETB time will not count toward the thirty-five (35) hours in seven (7) days limitation.

### **C. 24:00 HOURS OFF IN 7 DAYS**

1. A Flight Attendant cannot fly more than six (6) consecutive days unless the six (6) consecutive day period either contains or is followed by a consecutive twenty-four (24) hour period free from all duty. Such twenty-four (24) hours shall be actual hours, shall be calculated from the time of release to report and will occur during an RON, if applicable, or at her/his domicile.
2. As an exception to Paragraph C.1., above, the established PBS default for the consideration of required rest in seven (7) days shall



require that FAR rest occur while in her/his domicile.

**D. VARIABLE DUTY PERIOD MINIMUM AND DUTY RIG**

1. When a Lineholder or a Reserve departs on a scheduled flight, she/he shall receive an average of five (5) hours for each on-duty period except as specified in Paragraph D.2., below. When pairings are constructed, the Company shall establish the variable duty period minimum (VM) for each duty period, at any value it chooses, provided the sum of the established variable duty period minimums for all the duty periods in any given pairing equals no less than five (5) hours times the number of duty periods in a pairing.
2. The following on-duty periods are excluded from the VM provisions of Paragraph D.1. above:
  - a. Certain split pairings as specified in Section 10.M, Scheduling.
  - b. A duty period in which a landing was not made at an airport other than the airport of takeoff. Actual time or two (2) hours pay and credit shall apply, whichever is greater.
  - c. A duty period composed solely of deadhead when such duty period is contained in a portion of a pairing assigned to a Reserve or awarded to a Flight Attendant when such pairing was not constructed in the published pairings. A two (2) hour duty period minimum pay and credit shall apply to such duty period.
  - d. The difference between flight credits and the variable duty period minimum will be calculated for each duty period in a pairing. Where the VM is greater than scheduled or actual flight credits, such difference will be added to scheduled or actual credits to determine credits applicable to such pairing. The examples below assume no deadhead in the pairings.

Examples:

	DP	DP	DP	DP	
EX 1.	1	2	3	4	TOTAL
Scheduled	4:40	5:10	7:05	2:15	19:10
Designated VM	4:50	5:10	6:00	4:00	20:00
Actual	4:40	5:20	7:10	2:20	19:30

Credit (VM)	0:10	—	—	1:40	<u>1:50</u>
					21:20

	DP		DP	
EX. 2.	1		2	TOTAL
Scheduled	0:50		7:40	8:30
Designated VM	4:00		6:00	10:00
Actual	0:55		8:15	9:10
Credit (VM)	3:05		-	<u>3:05</u>
				12:15

	DP	DP	DP	
EX. 3.	1	2	3	TOTAL
Scheduled	4:07	4:20	6:10	14:37
Designated VM	4:07	4:53	6:00	15:00
Actual	4:53	3:30	6:50	15:13
Credit (VM)	-	1:23	-	<u>01:23</u>
				16:36

3. Pairing Rig (1 for 3.50):

For each pairing as defined in Section 2, Definitions, a Flight Attendant shall be credited with one (1) hour for each three (3) hours and thirty (30) minutes prorated. When the actual flight time is less than the time so credited, the difference between the flight time and the one (1) hour for three (3) hours and thirty (30) minutes prorated shall be computed as a continuation of the last leg of the return pairing to her/his domicile.

4. Duty Rig (1 for 2.25 and 1 for 2):

A Flight Attendant shall receive a minimum of one (1) hour of pay and credit for every two and one quarter (2.25) hours of actual on-duty time between the hours of 0600 and 2159 and one (1) hour of pay and credit for every two (2) hours of actual on-duty time prorated on a minute-by-minute basis of actual on-duty time between the hours of 2200 and 0559.

5. Pairing rig, duty rig and VM rig shall be paid and credited in the month during which such claim is earned except when a pairing overlaps two (2) consecutive months and the application of the pairing rig shall be paid and credited in the month during which the pairing terminates.

## E. DOMESTIC AND NTI BLOCK AND DUTY LIMITATIONS

Report Time (Home Domicile)	Maximum Scheduled Duty Period (Hours) Based on Number of Flight Segments*								
	1	2	3	4	5	6	7+	Maximum Block (hours) 1-3 Live Flight Segments	Maximum Block (hours) 4+ Live Flight Segments
0000-0359	9:15	9:15	9:15	9:15	9:15	9:15	9:15	8	8
0400-0459	10:15	10:15	9:15	9:15	9:15	9:15	9:15	8	8
0500-0559	11:15	11:15	11:15	11:15	10:15	9:45	9:15	9	8
0600-0659	12:15	12:15	12:15	12:15	11:45	11:15	10:45	9	8
0700-1259	13:15	13:15	13:15	13:15	12:45	12:15	11:15	10	8
1300-1659	12:15	12:15	12:15	12:15	11:45	11:15	10:45	9	8
1700-1959	11:15	11:15	10:15	10:15	9:45	9:15	9:15	9	8
2000-2159	11:15	11:15	10:15	10:15	9:45	9:15	9:15	8	8
2200-2259	10:45	10:45	9:45	9:45	9:15	9:15	9:15	8	8
2300-2359	9:45	9:45	9:15	9:15	9:15	9:15	9:15	8	8

\*NOTE: A Flight Attendant may be scheduled or rescheduled (based on her/his report time) up to the maximum duty limitations in the chart listed above and may be required in actual operations to remain on duty for up to two (2) hours beyond the duty period maximum.

1. Additional staffing requirements, including the level service and LOD/O is in accordance with Section 10.Q, Scheduling.
2. If the flight time (block hours) is scheduled to exceed eight (8) hours, a crew meal will be provided in accordance with the guidelines set forth in Section 4, Expenses, crew meals will be appropriately selected for the time of day relative to the length of the duty period.
3. Flight time (block hours) exceeding eight (8) hours in a scheduled duty period shall be limited to no more than three (3) live segments.
4. A Flight Attendant scheduled for a duty period with greater than nine (9) block hours shall receive a minimum of eleven (11) hours

of rest (Home Domicile and RON) following the duty period, which cannot be reduced below nine (9) hours in actual operations. Such Home Domicile Rest may be waived by the Flight Attendant per Paragraph 11.I, below.

**F. DOMESTIC AND NTI DUTY LIMITATIONS (AUGMENTED CABIN CREW)**

A Flight Attendant may be scheduled beyond the limitations specified in Paragraph E., provided the Flight Attendant crew is augmented as follows:

Report Time (Home Domicile)	Maximum Scheduled Duty Period (hours)**	Scheduled Additional Flight Attendant Above FAR Minimum*	Maximum Number of Live Flight Segments
0000-0559	13:15	1	2
0600-0659	14:15	1	3
0700-1259	14:15	1	3
1300-1659	14:15	1	3
1700-2359	13:15	1	2
<p>* NOTE: The additional Flight Attendant shall be in addition to the LOD/O position, when applicable.  **NOTE: A Flight Attendant may be scheduled or rescheduled (based on her/his report time) up to the maximum duty limitations in the chart listed above and may be required in actual operations to remain on duty for up to two (2) hours beyond the duty period maximum.</p>			

**G. ON PREMISE RESERVE (OPR) DUTY LIMITATIONS**

A Reserve on an OPR shift who is assigned a pairing will be subject to the duty period maximums in accordance with Paragraphs E. and F., above. The applicable duty period maximum will be determined by the check-in time and number of segments for the assigned pairing. The total duty period, including the time from report for OPR until the conclusion of the pairing’s duty period, must not exceed the schedule maximum on the Duty Period charts.

Example:

A Reserve reports for OPR duty at 0500. During the OPR duty, the Reserve is assigned an unaugmented pairing with 5 flight segments, commencing at 0730 and releasing at 1600.

The Reserve will be legal for such pairing assignment. The Reserve's duty day starts at the commencement of the OPR shift at 0500 and the release time for the assigned pairing is 1600, resulting in an 11 hour duty day. The maximum duty day for a five segment flight commencing at 0730 per the chart (report between 0700-1259/5 segments) is 12:45 hours.

#### **H. MINIMUM DAYS OFF**

Relief from all duty for a Lineholder of not less than eleven (11) calendar days shall be provided in the Flight Attendant's domicile during each calendar month. Such provision may be waived by the Flight Attendant in PBS, ISAP and ETB.

#### **I. DOMESTIC AND NTI HOME DOMICILE REST**

A Flight Attendant shall be scheduled for no less than ten (10) hours rest (calculated from release from duty to report for duty) at her/his home domicile, which in actual operations, at her/his option, may be reduced to eight (8) hours, subject to the applicable Federal Aviation Regulations (FARs).

#### **J. DOMESTIC AND NTI MINIMUM RON REST**

1. A Flight Attendant shall be scheduled for no less than nine (9) hours and thirty (30) minutes of rest (calculated from release from duty to report for duty) while on a RON which, in actual operations, may be reduced to eight (8) hours.
2. When a Flight Attendant does not receive her/his minimum overnight rest period (eight (8) hours), she/he shall be considered on duty with all duty rigs and premiums applicable to continue on the pairing. A Flight Attendant who feels she/he cannot continue on the pairing shall be relieved at the earliest possible time without causing a delay and may claim sick time for the remainder of her/his pairing. It is also understood that a Flight Attendant who elects to be relieved in accordance with the above will not have that sick call recorded in her/his sick time totals.

#### **K. FLIGHT SEGMENT LIMITS AND PATTERNS SCHEDULED WITHIN A PAIRING**

1. Within a duty period, if a flight segment is scheduled to touch 0100 through 0101 local time as calculated at either the departure

or destination station such pairing is classified as a Red-Eye pairing.

2. A Red-Eye duty period shall have no more than 2 scheduled flight segments and no more than one scheduled aircraft connection. Such connection limitation is not applicable in actual operations.
3. Pairings may be constructed with more than one (1) duty period beginning within the same day.
4. Pairings shall be constructed so that if a Flight Attendant operates or deadheads on a flight segment that touches 0300 HDT, the Flight Attendant shall be released for legal rest at the termination of such flight segment. This Paragraph shall not restrict a Flight Attendant from one (1) additional landing or a deadhead to domicile on account of an operational diversion provided that the Flight Attendant does not exceed the maximum duty time as provided in Paragraph E.
5. Except as provided in Section 14, International, all pairings shall be constructed so as not to exceed four (4) duty periods with duty over four (4) days, and shall begin and end in a Flight Attendant's domicile unless otherwise provided for in this Agreement. The number of pairings which contain domestic or Non-Transoceanic International flying and consist of four (4) days duration shall be limited to a maximum of thirty (30%) percent of the total number of pairings which contain domestic or Non-Transoceanic International flying within a domicile. Exceptions to this thirty percent (30%) percent limitation are four (4) day pairings which contain Transoceanic International segments.

**L. DOMESTIC AND NTI ON DUTY ALL NIGHTER DUTY PERIODS (ODAN)**

As an exception to Paragraph E., ODAN pairings consist of a single, stand-alone duty period which shall not be incorporated with any other duty period. An ODAN pairing includes all of the on-duty hours between 0100 and 0500 HDT.

The Company may schedule ODAN duty periods subject to the following restrictions:

1. The ODAN duty period shall be scheduled for a maximum of fourteen (14) hours of duty however, the Flight Attendant may be

required to remain on duty up to fifteen (15) hours to complete an ODAN pairing; and,

2. The ODAN duty period shall contain no more than two (2) segments; and,
3. Each segment in the ODAN duty period shall contain no more than two (2) hours and thirty (30) minutes of block time; and,
4. The Flight Attendant shall be scheduled for a break of no less than four (4) hours and no more than nine (9) hours and twenty-nine (29) minutes between the segments; and,
5. A Flight Attendant on an ODAN pairing may be rescheduled to fly or deadhead on one (1) additional segment either prior to or following the break as described in L.4 above.
6. Notwithstanding Section 6, Crew Accommodations, B.2, on an ODAN with a segment scheduled with more than two (2) hours of block time, an airport hotel shall be used if one exists.

#### **M. MORE THAN A THREE HOUR DELAY**

When a flight departure is delayed for more than three (3) hours, the Flight Attendant who is scheduled for such flight shall not be required to stand by and shall be relieved of duty at her/his request, provided that other Flight Attendants are available to replace her/him without increasing the delay. A Flight Attendant desiring to be released shall remain on duty until the relief Flight Attendant reports for duty. A Flight Attendant exercising this option shall forfeit any pay and credit that may be accumulated under any other Paragraph in this Section.

#### **N. DOMESTIC AND NTI ON-BOARD REQUIREMENTS**

A Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty (30) minutes prior to scheduled departure, with the following exceptions:

1. On a domestic departure on an aircraft of one hundred sixty-five (165) or more passenger seats, a Flight Attendant will be required to be on board the aircraft ready to receive passengers thirty-five (35) minutes prior to scheduled departure.
2. On a Non-Transoceanic International departure a Flight Attendant

will be required to be on board the aircraft ready to receive passengers forty five (45) minutes prior to scheduled departure.

**O. DOMESTIC AND NTI REPORT AND RELEASE TIMES**

1. A duty period shall begin at report time. Report times shall be as follows:
  - a. One (1) hour prior to the originally scheduled departure or actual report time, whichever is later, at domicile; and
  - b. One (1) hour prior to the originally scheduled departure or actual report time, whichever is later, at an RON.
2. The duty period shall begin at report time, as defined in Paragraph O.1. above, and end at release time. Release time shall be fifteen (15) minutes after the aircraft blocks-in at the gate or the originally scheduled block-in, whichever is later.
3. A Non-Transoceanic International flight requires a report for duty of one (1) hour and thirty (30) minutes prior to scheduled departure and continuing until such Flight Attendant is released from duty thirty (30) minutes after block-in time of the last Non-Transoceanic International flight segment, or scheduled arrival, or actual release time, whichever is later. If the originating flight of the Non-Transoceanic International pairing is a domestic leg, the report time for duty is reduced to one (1) hour and if the terminating flight is a domestic leg, the release from duty is reduced to fifteen (15) minutes after block-in.

Example:

Report For Duty	Routing Path	Release From Duty
1:30	CLT-SJU-CLT	:30
1:30	CLT-SJU-CLT-PHL-CLT	:15
1:00	PHL-CLT-SJU-CLT-PHL	:15
1:00	PHL-CLT-SJU- CLT-(RON)	:30

4. Report and release times for flights Transoceanic International are located in the International Section.

**P. VOLUNTARY WAIVER OF FLIGHT DUTY LIMITATIONS**



1. A Flight Attendant shall not be required to remain on duty beyond the maximum flight duty limits as specified in Paragraph E. or F. above. If the combination of a delayed departure time and the scheduled flight time(s) projects the Flight Attendant's duty to exceed the maximum duty limitations specified in this Agreement, Crew Scheduling may offer, and a Flight Attendant may voluntarily agree to continue working. Once the Flight Attendant has agreed, such agreement may not be rescinded. When such Flight Attendant voluntarily agrees to continue working, in addition to any pay for the trip, the Flight Attendant will be paid, but not credited, at the rate of one (1) minute of flight pay for each two (2) minutes on duty for the entire duty period, commencing at the duty period's actual report time and ending fifteen (15) minutes after the actual block-in, or thirty (30) minutes for international flights. Once a Flight Attendant has volunteered to exceed the maximum duty limitations, she/he will receive the pay specified above, even if the duty limitations are not exceeded. In such circumstances, the rest provisions contained in Paragraphs I. and J., above, will apply at the end of the extended duty period.
2. Crew Scheduling shall contact the "A" Flight Attendant from the applicable crew in order to offer the crew the ability to voluntarily waive the duty limitations; provided, however, Crew Scheduling may require communication with the other Flight Attendants as necessary.
3. It is understood that it is each individual Flight Attendant's decision whether to waive the duty time limitations. The failure to agree to waive duty time limitations shall not affect any pay protections otherwise provided for in this Agreement.

#### **Q. CO-PAIRING**

1. Until PBS is implemented, East and West Flight Attendants will continue to operate under the Hours of Service, Reserve and Scheduling Sections of their respective Collective Bargaining Agreements. The parties agree that PBS will not be implemented sooner than eighteen (18) months following ratification and not later than twenty four (24) months following ratification. However, the parties recognize that a potential merger with AMR may impact the commencement of programming for PBS and other related scheduling sections. In the event such a delay impacts the ability of the Company to implement PBS within the twenty-four (24) month timeline, the Company shall provide all necessary

information to the Joint Implementation Resolution Committee (JIRC) to substantiate the necessity for such delay. Any dispute over the timeline of implementation of PBS shall be resolved pursuant to Section 10.V of the Agreement.

In the event that PBS is not implemented in accordance with the preceding paragraph, the Company and the Union agree to implement the Hours of Service rules of this Agreement including the penalty pay provision of 11.Q.5 and the rescheduling provisions of 10.J.1 through 10.J.7 no sooner than sixty (60) days prior to and no later than sixty (60) days after the implementation of the new pilot FARs as specified in CFR 117.

In the event the Company elects to implement the Hours of Service and Rescheduling rules after the implementation of pilot FARs, East Flight Attendants will maintain the pairing/line construction rules in effect following ratification (including rules applicable to actual operations and including East contract language and Pilot FARs currently applicable to Flight Attendants) until the Hours of Service and Rescheduling rules are implemented. In no instance shall such changes be implemented sooner than October 1, 2013. The initial East Flight Attendant pairing solution and lines of flying for East Flight Attendants will be provided to the Union and the Union shall have the opportunity to provide the Company with input for the Company's review and consideration. The Company shall give due consideration to changes suggested by the Union's Scheduling Committee.

2. On all Transoceanic International (TI) pairings, Flight Attendants will be co-paired with Pilots with the exception of Hawaii, in accordance with Section 14, International.
3. On Domestic and Non-Transoceanic International (NTI) pairings, Flight Attendants need not be co-paired with Pilots for the duration of this Agreement, including the period of negotiations for a successor Agreement.
4. The Company and the Union recognize and agree that, at the request of either party, the provisions of Paragraph Q.2 and 3, above, will be a subject of bargaining in any negotiations over the terms of a successor Agreement after this Agreement has, by its terms, become amendable. While such bargaining is underway, Paragraph Q.2 and Q.3, above shall continue in effect as part of the status quo. Nothing in this Agreement shall affect the positions

that the parties can advance in negotiations over the terms of a successor Agreement.

5. Once a Flight Attendant has commenced a pairing, any violation of the Scheduling, Hours of Service, LOD/O, International or Reserve Sections of this Agreement shall be paid at time and a half for the entire pairing (100% pay and credit and 50% pay no credit). This provision shall not apply to Crew Scheduling errors in the assignment of a pairing prior to the origination of the pairing, which is governed by the Crew Scheduling error language specified in Section 10, Scheduling. In the event a dispute exists over whether a violation of this Agreement has occurred, the matter will be resolved through Section 30 Grievance Procedure and Section 31, System Board of Adjustment.

**R. CONSOLIDATION OF ALL-NIGHTERS RESULTING IN FLAGSTOP(S)**

The crew scheduled to fly the all-nighter trip which has been canceled and consolidated into another all-nighter because of operational necessity shall receive pay and credit for the published value of the canceled trip.

**S. INCORPORATION OF FLAGSTOP(S) INTO ALL-NIGHTERS**

As an exception to L.5., above, the crew flying an all-nighter trip into which one (1) or more flagstops have been incorporated because of operational necessity shall receive pay and credit for the published value of the original pairing or for the actual value of the pairing as flown, whichever is greater, plus a total of five (5) hours pay and credit for the resulting flagstop(s).

## **SECTION 12 - RESERVE DUTY**

### **A. RESERVE LINES**

1. Flight Attendants will use PBS to bid for either a regular line of flying or a Reserve line of flying. Reserve lines will reflect available (AVL) duty days and days off (“Golden Days” and “Moveable Days”). A Reserve’s AVL duty day will begin at 0000 home domicile time and end at 2359 home domicile time, subject to the Reserve Availability Periods specified in Paragraph G, below. Flight Attendants holding a Reserve line will be Reserve Flight Attendants (“Reserve(s)”). There will be Reserve line(s) that contain Golden Day(s) on holidays and weekends in each domicile.
2. The Company agrees to consult with and consider recommendations from the Union Reserve Chair regarding Reserve issues.

### **B. SCHEDULED DAYS FREE OF DUTY**

1. A Reserve will be provided scheduled days free of duty as provided for in Section 10, Scheduling. Reserve day off patterns shall conform to the patterns established in Section 10.D.18, Scheduling.
2. Golden Days
  - a. A Reserve may not be assigned flight duty on a Golden Day unless she/he consents to such assignment.
  - b. A Reserve may bid for and be awarded a pairing that originates on an available day and is scheduled to return to the Reserve’s domicile on a Golden Day. Any pay hours for such pairing will be paid as pay and credit. A Reserve may bid for a pairing that originates on her/his Golden Day and terminates on a day off and will be processed for such pairing after all Reserves who are available on such day(s) have been processed. Any pay hours on her/his day off, starting at 0000 of her/his day off, shall be paid as pay no credit. In both such cases, the Reserve shall be deemed to have waived such portion of her/his Golden Day and there shall be no reinstatement of such day.

- i. Future: A Reserve may elect to work on a Golden Day(s) and the Reserve shall make such choice known to Future Crew Scheduling prior to 1500 HDT, concurrent with the beginning of Future Reserve processing. Such election may not be revoked during Future Reserve processing. If not awarded a pairing in Future Processing, the Reserve may, at her/his option, revoke her/his election and have her/his Golden Day(s) reinstated.
- ii. Daily: A Reserve may elect to work on a Golden Day(s) and the Reserve shall make such choice known to Daily Crew Scheduling. If contacted for pairing assignment, she/he must accept such pairing assignment, provided she/he is legal to operate the pairing. Such Reserve may opt to reconsider and protect her/his day(s) off, as long as she/he advises Daily Crew Scheduling prior to being contacted for a Daily pairing assignment.
- c. If actual operations cause a Reserve's duty period to be extended into her/his Golden Day(s), any pay hours on or after 0000 of her/his Golden Day shall be paid at pay no credit. If actual operations cause a Reserve's duty period to be extended for one (1) hour or less into her/his Golden Day(s), such day will not be restored. In addition, if actual operations cause a Reserve's duty period to be extended for more than one (1) hour into her/his Golden Day(s), the options specified in Paragraph D., below, shall apply. The Reserve will be released from all duty for the remainder of the day she/he returns to domicile.

### 3. Moveable Days

- a. A Reserve may be assigned flight duty into a Moveable Day(s) in accordance with the language specified in Paragraphs J. and K., below, and the assignment language in Paragraph M, below. Once an assignment is made on a Moveable Day, a new day off will be scheduled in accordance with Paragraph D., below and the pay associated with the Moveable Day shall be paid as pay and credit. A Reserve may, at her/his option, give up the Moveable Day(s) without reinstatement.
- b. A Reserve who voluntarily picks up a pairing(s) on her/his Moveable Day(s) shall be deemed to have waived such

Moveable Day(s) in accordance with Paragraph B.3.a., above and there shall be no reinstatement.

- c. Other than as specified in Paragraph B.3.a., above, a Moveable Day may not be moved by the Company without the consent of the Reserve.
- d. A Reserve may bid for and be awarded a pairing that originates on an available day and is scheduled to return to the Reserve's domicile during any portion of the Moveable Day. Any pay hours for such pairing will be paid as pay and credit. A Reserve may bid for a pairing that originates on her/his Moveable Day and terminates on a day off and will be processed for such pairing after all Reserves who are available on such day(s) have been processed. Any pay hours on her/his day off, starting at 0000 of her/his day off, shall be paid at pay no credit. In both such cases, the Reserve shall be deemed to have waived such portion of her/his Moveable Day and there shall be no reinstatement of such day.
  - i. Future: A Reserve may elect to work on a Moveable Day and the Reserve shall make such choice known to Future Crew Scheduling prior to 1500 HDT, concurrent with the beginning of Future Reserve processing. Such election may not be revoked during Future Reserve processing. If not awarded a pairing in Future Processing, the Reserve may, at her/his option, revoke her/his election and have her/his Moveable Day reinstated.
  - ii. Daily: A Reserve may elect to work on a Moveable Day. The Reserve shall make such choice known to Daily Crew Scheduling. If contacted for pairing assignment, she/he must accept such pairing assignment, provided she/he is legal to operate the pairing. Such Reserve may opt to reconsider and protect her/his days off, as long as she/he advises Daily Crew Scheduling prior to being contacted for a Daily pairing assignment.
- e. If actual operations cause a Reserve's duty period to be extended into her/his Moveable Day(s), any pay hours on or after 0000 of her/his Moveable Day shall be paid at pay no credit. If actual operations cause a Reserve's duty period to be extended for one (1) hour or less into her/his Moveable Day such day will not be restored. In addition, if actual operations

cause a Reserve's duty period to be extended for more than one (1) hour into her/his Moveable Day(s), the options specified in Paragraph D., below, shall apply. The Reserve will be released from all duty for the remainder of the day she/he returns to domicile.

4. A Reserve may not be assigned training on a Moveable or Golden Day unless she/he consents to such assignment.

### **C. TRADING DAYS OFF**

1. Reserves shall be allowed to trade days off utilizing a system consistent with the ISAP process. Patterns of days off traded must conform to the patterns established in Section 10. D.18, Scheduling.
2. As a result of a trade, if one or more Golden Day(s) is placed in a front of a Moveable Day(s), such Golden Day(s) will be converted to a Moveable Day(s) and the original Moveable Day will be converted to a Golden Day. If the swap would result in a Reserve having more than the number of Golden Day(s) off as provided for in Section 10. D.18.b, Scheduling, one of the Reserve's Golden Day(s) will be converted to a Moveable Day.
3. Reserves may trade days off concurrent with the ISAP bid timeline on a daily basis.
4. Trades must occur within the same bid month.

### **D. RESCHEDULING OF MOVEABLE AND GOLDEN DAYS**

In the event a Reserve has been assigned on a Moveable Day, or the Reserve has worked into a Golden Day or Moveable Day because of actual operations as specified in Paragraphs B.2.c and B.3.e., above, the Reserve and the Company shall mutually agree to the reinstatement of a Golden Day on a different day in that bid period. The Reserve will be required to contact Crew Scheduling for the reinstatement of her/his Golden Day within forty-eight (48) hours of the assignment into such Moveable or Golden Day to mutually agree upon an alternative day. If no agreement is reached, or the Reserve fails to call within forty-eight (48) hours of the assignment into such Moveable or Golden Day, or the Reserve has no more days of availability in the bid period to be converted into a Golden Day, she/he shall receive pay no credit equal to the value of a Reserve day, i.e., minimum reserve guarantee divided by

the number of originally scheduled days in that line that are not Golden or Moveable Days, in lieu of the day(s) off. If the Reserve has no more days of availability in the bid period to be converted to Golden Days, the Reserve may not be utilized on the Moveable Day unless she/he consents to such assignment in which case the pay protections specified in this Paragraph D., shall apply.

#### **E. UNINTERRUPTED DOMICILE REST**

1. Upon check out from a Reserve's pairing, or upon completion of an OPR assignment at her/his home or TDY domicile, she/he shall be considered released from Reserve duty to begin her/his legal domicile rest period. If a Reserve checks in at the airport but does not fly, she/he will resume her/his RAP unless released by Crew Scheduling. A Reserve will not be required to be available for contact by Crew Scheduling during her/his domicile rest as specified in Section 11, Hours of Service.
2. Upon release into such uninterrupted rest period at a home or TDY domicile, a Reserve will not be called by Crew Scheduling for the first eight and one half hours (8:30). In the event a Reserve's first eight and one half hours (8:30) of her/his rest period is involuntarily broken by a Crew Scheduler, she/he shall immediately commence, and be released into, a new eight and one half hours (8:30) of uninterrupted rest.
3. After the Reserve has completed her/his rest, she/he will be placed on a full RAP shift unless the Reserve requests to be placed on a RAP with a modified start time. Crew Scheduling may, but is not required, to award the modified RAP to the Reserve. The modified RAP will contain the same end time as the originally published RAP.

Example: A Reserve originally assigned RAP A completes her/his domicile rest at 0800. She/he will be reassigned to RAP B since she/he will be available for the entire RAP. She/he may request RAP A which has a 0700 start time. If Crew Scheduling agrees to award a modified RAP, the Reserve will commence RAP A at 0800 and end her/his RAP at 1900.

4. At Crew Scheduling's option, at any point a deficit of Reserves exist in a particular RAP, Crew Scheduling may offer the option for Reserves, on a first come, first served basis, to request to be reassigned to the RAP where the deficit exists.



## F. ON PREMISE RESERVE (OPR)

1. An OPR is a Reserve who has been awarded or assigned standby duty in uniform at the airport without a specific flight assignment for the purpose of covering a pairing in order to prevent a delay. An OPR may also be utilized for the purpose of deplaning, boarding or remaining with through passengers on the aircraft.
2. A Reserve awarded or assigned OPR duty must be legal and available for a minimum three (3) duty periods and eighteen (18) hours or be available for a minimum of two (2) duty periods and twelve (12) hours.
3. OPR duty may be awarded or assigned by Future Scheduling or by Daily Scheduling. The number of OPR shifts designated by domicile will be determined by Crew Scheduling.
4. A Reserve may be assigned to either a four (4) or six (6) hour OPR shift. Pay and credit for such shifts shall be as established in Paragraph F.9, below. The scheduled length of the OPR shift must be indicated in the Future Reserve bidding and communicated to the Reserve at the time of the Future or Daily assignment. A Reserve is not required to check-in with the Company at the end of the OPR shift. An OPR who does not receive flight duty shall be released to begin her/his uninterrupted domicile rest at the end of her/his OPR shift.
5. No Reserve may be involuntarily assigned to an OPR shift more than two (2) times in a month, unless all available Reserves at the domicile have been assigned two (2) times.
6. Duty time for an OPR will begin upon scheduled report time at the airport and will continue until released for applicable legal rest as provided in Section 11, Hours of Service. However, if an OPR is awarded or assigned a pairing that checks-in prior to her/his initial report time at the airport, she/he shall begin accruing duty time one (1) hour before a domestic pairing's scheduled departure or one (1) hour and thirty (30) minutes before an international pairing's scheduled departure. If she/he is not assigned a pairing, duty time shall terminate at the end of the OPR shift. If she/he is not assigned a pairing, duty time will terminate when she/he is released at the end of the OPR shift. If she/he is assigned a pairing, duty time will terminate when she/he is released at the end of the duty period for the assigned pairing.

7. In no event shall a combination of OPR and flight duty be scheduled to exceed the duty time limitations of Section 11, Hours of Service or Section 14, International Flying, whichever is applicable.
8. If assigned a pairing, such pairing must be scheduled to depart no later than two (2) hours after the OPR scheduled release time.
9. OPR Pay and Credit
  - a. An OPR who does not fly shall be entitled to three (3) hours and thirty (30) minutes for a shift of four (4) hours or five (5) hours and fifteen (15) minutes for a shift of six (6) hours.
  - b. An OPR who is awarded or assigned a pairing shall receive the scheduled or actual value of the pairing, whichever is greater, in addition to:
    - i. The applicable daily rate (3:30 or 5:15, as applicable) if the check-in time for the pairing is after the OPR shift ends and the applicable duty rig for the period from the end of OPR duty to the commencement of the pairing, or,  
  
Example:  
A Reserve has an OPR shift from 0700 to 1100. The Reserve is assigned a pairing that departs at 1300. The Flight Attendant would receive 3:30 pay and credit for the OPR shift, 60 minutes of daily duty rig for the period between the end of the OPR shift and the check-in for the pairing, and the full value of the pairing.
    - ii. The applicable OPR daily rate (3:30 or 5:15, as applicable) prorated up until check-in time for the pairing or the time of the assignment, whichever is later, if the check-in time for the pairing is prior to the end of the OPR shift.
  - c. An OPR who is not released at the end of the scheduled OPR shift because of boarding duty that is assigned before the end of the OPR shift and that continue beyond the end of the OPR shift, shall be compensated for the additional time at the rate of one (1) minute of pay and credit for each one (1) minute of duty beyond the end of the scheduled OPR shift.

10. For the purpose of pairing coverage, an OPR, if checked-in or scheduled to be on duty one (1) hour before scheduled departure of an open time pairing, will be utilized for any pairing that becomes available within two (2) hours of scheduled departure or any pairing that remains uncovered within two (2) hours of scheduled departure.
11. A Reserve shall be given no less than two (2) hours' notice to report to the crew room for OPR duty.
12. Boarding duty, if utilized, will be accomplished on a rotating basis, beginning with the most junior OPR. In the event an OPR is assigned to boarding duty and a pairing consistent with her/his preference and seniority becomes available, she/he will be released from boarding duty and replaced by the next most junior OPR.
13. An OPR will not be assigned boarding duty unless the estimated time of arrival of the inbound crew is prior to the end of her/his OPR shift. If the crew does not arrive before the end of the OPR shift, such OPR will be replaced by an oncoming OPR if available. Such OPR will be released after the boarding of that flight and will not be subject to any further boarding duties or flight assignments. An OPR may volunteer, in seniority order, to accept the boarding duties which extend beyond the OPR shift and shall be paid in accordance with Paragraph F.9.c.
14. Duties of an OPR are limited to those assigned to other Flight Attendants.
15. If a Reserve is on OPR, any OPR Daily assignment shall take precedence over any assignment by Future Scheduling.
16. An OPR will contact Daily Scheduling at the commencement of her/his shift to provide her/his pairing preferences. A Reserve may give multiple pairing preferences consistent with the ISAP standing bid functions. All pairings will be offered on the basis of domicile seniority and pre-established preferences among all Flight Attendants on a specific OPR shift. If the pairing's departure commences in more than one OPR shift, the pairing shall be awarded to an OPR from the earlier OPR shift. If a pairing does not meet the preferences of any OPR in the respective shift, such pairing shall be assigned to the most junior OPR on the respective shift who is legal and available for the entire pairing. An OPR shall not be assigned a pairing into her/his Moveable Day(s) unless

she/he is the only OPR available to operate the pairing and Crew Scheduling is unable to split the trip prior to her/his Moveable Day(s).

17. An OPR must be available for immediate contact and assignment while on OPR duty but is not required to be present in the OPR room.
18. A Reserve may trade an OPR shift with another Reserve who has an OPR shift on the same day with notification to Crew Scheduling. Such trade request must occur between the time of the OPR assignment up until 1500 on the day the OPR shift is scheduled, concurrent with Future Reserve Processing for the following day.

#### **G. RESERVE AVAILABILITY PERIOD (RAP)**

1. There shall be no more than three (3) RAPs.
2. Crew Scheduling shall publish in the bid package the start times for each RAP for the following bid period by domicile. All RAPs shall begin on the hour. The duty period for each RAP shall be twelve (12) hours. A RAP may not end later than 0300 the following day, e.g., a 1500 to 0300 RAP is permissible, a 1600 to 0400 is not permissible. A Reserve will be automatically released at the end of her/his assigned RAP if she/he is not given an assignment. A Reserve will be released from the last RAP of the day no later than 2359 of her/his last day of availability.
3. A Reserve will not be required to be contactable outside of her/his RAP. A Reserve will be required to be available to accept a duty assignment during her/his twelve (12) hour RAP. The pairing report may be no later than two (2) hours after the end of the RAP. For the purpose of this Paragraph G.3., the report time shall be the same as the crew assigned to the pairing or, if the Reserve is joining a pairing in progress, the known departure time at the time of assignment plus the check-in time (one (1) hour for domestic one and a half (1:30) hours for international). Pairing check-in times will not be shortened in order to make an assignment.

Example:

A Reserve has a RAP 0300 to 1500. The original pairing was PHX-SEA-PHX-LAX-PHX. A Reserve was called out to replace a Flight Attendant on the PHX-LAX-PHX portion. At the time of

the call, the PHX-LAX known departure time was 1805. The Reserve could not be given the assignment since the check-in time would have been at 1705.

4. A Reserve on a RAP may be assigned an OPR shift that terminates no later than two (2) hours after the end of her/his assigned RAP.
5. At her/his option, a Reserve may extend the end of her/his RAP. A Reserve may not add the extension to the beginning of the RAP. Extensions to the beginning of the RAP are subject to Crew Scheduling discretion.

#### **H. MINIMUM RESERVE CALL OUT TIME**

1. A Reserve shall be required to report to the crew room within two (2) hours from the time she/he is notified of a pairing by Crew Scheduling, unless she/he is instructed to proceed to the aircraft. If a Reserve reports to the airport after check-in time for the pairing, she/he shall receive pay and credit for the pairing as if she/he had checked in for the pairing at the same time as the rest of the crew.
2. Former Shuttle Flight Attendants who were based in DCA on the date the Shuttle Fence was removed will be grandfathered for a three (3) hour Reserve report time if they reside outside of the two (2) hour Mainline report time, unless they bid to or are displaced to another domicile.
3. Crew Scheduling shall first attempt to contact a Reserve at the Reserve's primary telephone number. A Reserve may use a cellular phone number as her/his primary telephone number. If a message device is encountered, the Scheduler shall leave a message.
4. If a secondary contact number is provided and Crew Scheduling is unable to contact a Reserve at the Reserve's primary telephone number, the Scheduler shall promptly attempt to contact the Reserve on the secondary contact number. If a message device is encountered, the Scheduler shall leave a message. The Reserve shall have fifteen (15) minutes to respond to Crew Scheduling from the second call if a secondary contact number is provided, or fifteen (15) minutes to respond to Crew Scheduling from the initial call if no secondary contact number is provided.

#### **I. FUTURE RESERVE BIDDING**

1. A Reserve shall utilize an electronic system to submit a daily bid. Such daily bid must be entered into the electronic system no later than 1500 HDT for pairings which report on or after 0000 the next day. The Reserve may indicate that such standing bid which will remain on file within the electronic system. Such bids shall be submitted through the electronic system for the following:
  - a. Specific pairings (not applicable to standing bids);
  - b. Pairing preferences consistent with those available for ISAP;
  - c. Specific OPR shifts;
  - d. Specific RAPs.
2. Crew Scheduling shall utilize the Reserve's standing bid to complete a Reserve award or assignment when a Reserve has not otherwise submitted a daily bid. If a standing bid is not on file and the Reserve fails to submit a daily bid, Crew Scheduling shall assign that Reserve during the processing of Reserve awards.

#### **J. FUTURE SCHEDULING AWARD AND ASSIGNMENT**

1. The intent of this section is to provide an orderly process for covering all pairings and OPR shifts which remain open at the time of future processing subject to the number of reserves who are legal and available to fly. A snapshot of open pairings, OPR shifts and Reserve bids will be taken at the commencement of future processing. Pairings or OPR shifts which remain open after future processing will be assigned according to Paragraph M., below. Other pairings and OPR shifts that subsequently open during future processing will be assigned by Daily Scheduling according to Paragraph K., below.
2. Reserve awards and assignments shall begin one (1) day prior at 1500 HDT. Open pairing positions which have not been awarded from the Unsuccessful Bidders List and which remain open at 1500 HDT shall be awarded to Reserves.
3. For the purposes of determining whether a grouping is Open or Closed, the reference to a pairing as used in this Paragraph J., shall not include OPR shifts.

4. Crew Scheduling shall publish OPR, pairing and RAP assignments for the following day no later than 1930 HDT through an automated system and through a voice response system. A Reserve shall acknowledge the assignment through the automated system or voice response system prior to 0100 HDT on the day of the assignment origination or if on a pairing at 0100, no later than one (1) hour after release.
5. Groupings of pairings and groupings of Reserves shall be established prior to the award or assignment of pairings.
  - a. Reserves shall be grouped according to remaining number of AVL days in her/his current AVL day sequence. Reserves with more than four (4) days of availability will be placed in the four (4) day group.
  - b. Pairings shall be grouped according to number of calendar days each pairing touches. ODAN pairings shall be placed in the two (2) day pairing group.
  - c. If the number of pairings in any pairing group is equal to or exceeds the number of Reserves in the corresponding Reserve group, the group will be considered a “Closed” group. A Reserve group will be considered and referred to as a Closed group until the award or assignment of a pairing from the Closed group causes the number of pairings in that group to fall below the corresponding number of Reserves in the group. If at any time, the number of pairings in any pairing group is less than the number of Reserves in the corresponding group, the group will be considered and referred to as an “Open” Group.

As an exception, a Reserve in a Closed group at the time of processing may select a TI trip, a pure NTI trip, or a one day pairing equal to or greater than eight (8) block hours. This exception shall not apply during the period of November 15 through January 5.

As an exception, an Open group will be considered Closed at the point when at a Reserve’s time of processing, if the Reserve’s corresponding grouping is Open and the next highest grouping is Closed, Crew Scheduling shall evaluate the next higher grouping(s) to determine coverage requirements. If the total number of Reserves in the higher

grouping(s) plus those Reserves in the lower grouping with adjacent Moveable Days are greater than the number of pairings in the higher grouping, such Reserve with adjacent Moveable Days may choose a pairing from either her/his respective grouping or the next higher grouping. When the total number of Reserves in the higher grouping plus those Reserves in the lower grouping with adjacent Moveable Days is equal to or less than the number of pairings in the higher grouping, such Reserve with adjacent Moveable Days must choose a pairing from the higher grouping.

Example:

There are two Reserve(s) with two (2) days of availability, one of which has a Moveable Day and is the most senior Reserve, and one Reserve with three (3) days of availability, and three Reserves with four (4) days of availability. There is one two-day pairing, two three-day pairings, and one four-day pairing. The two (2) day Reserve with a MD is not required to take the three-day pairing because the total number of Reserves in the higher groupings (those with three or four days of availability) equals four (4) Reserves, which is greater than the number of pairings in groups three (3) and four (4) (three pairings).

- d. During Future Reserve Processing, Reserve will be given an option to:
  - i. Bid to fly a pairing,
  - ii. Bid for an OPR duty, or
  - iii. Conditionally Remain on Call (ROC) subject to covering all pairings and OPR shifts which remain open at the time of future processing in accordance with J.10., below.
6. Pairings and OPR shifts which remain open after processing the list of Reserves shall be assigned in inverse order of seniority in accordance with Paragraph J.9., below.
7. Pairing and OPR Shift Awards to Reserves on AVL Days:
  - a. Pairings and OPR shifts shall be offered in seniority order to Reserves within the domicile. The most senior Reserve on an AVL day regardless of days of her/his availability grouping shall be processed first.



- b. At the Reserve's time of processing, if the grouping to which the Reserve belongs is Closed, the Reserve must select a pairing from her/his grouping, except as provided for in Paragraph 12.J.8.a.

Example: The fifth (5<sup>th</sup>) Reserve to be processed has three (3) AVL days followed by a Moveable Day. The Reserve belongs to the three (3) day grouping. At the Reserve's time of processing, the grouping to which the Reserve belongs is Closed. The Reserve must select any three (3) day pairing for which they are legal.

- c. At the Reserve's time of processing, if the grouping to which the Reserve belongs is Open, subject to Paragraph J.5.c., she/he may ROC. Such election shall be conditional and shall not become final until all remaining pairings and OPR shifts are awarded or assigned.
- d. At the Reserve's time of processing, if the grouping to which the Reserve belongs is Open, subject to Paragraph J.5.c., the Reserve may select a pairing from her/his respective grouping or a different grouping, conditionally ROC pursuant to Paragraph J.10., below, or select an OPR shift. Such pairing may overlap the same or fewer days than the Reserve's scheduled AVL days. If such Reserve opts to choose a pairing from another group, the Reserve may select from any group. The choice to operate a pairing with fewer days than the Reserve has available:
  - i. Shall not subsequently cause another Reserve to be flown into a Moveable Day,
  - ii. Shall not cause a pairing to be split.

8. Pairing awards to Reserves into one (1) or more days off:

- a. A Reserve may bid to voluntarily work into one or more days off.
  - i. If at the time of processing the grouping to which the Reserve requests to join is closed, she/he will be processed according to Paragraph 12.J.5.c.

- ii. If at the time of processing the grouping to which the Reserve requests to join is open, she/he will not be awarded the requested pairing into her/his day off and will be processed in seniority order in her/his own grouping.
  - b. Days off on which Reserves voluntarily operate shall not be reinstated.
- 9. Pairing Assignment to Reserves into one (1) or more Moveable Days:
  - a. A Reserve may be assigned a pairing by Future Scheduling into her/his Moveable Day consistent with this Paragraph and Section 10.G.4, Scheduling (Reserve use of ETB).
  - b. At a Reserve's time of processing, if the Reserve's corresponding grouping is Open and the next highest grouping(s) is Closed, a Reserve may be assigned into one (1) or more Moveable Days according to Paragraph J.5.c., above.
- 10. Remain on Call ( ROC )
  - a. At a Reserve's time of processing, the choice to ROC:
    - i. Shall not subsequently cause another Reserve to be flown into an Moveable day,
    - ii. Shall not cause a pairing to be split.
  - b. At a Reserve's time of processing, a Reserve may elect to ROC. However,
    - i. the Reserve may subsequently be assigned a pairing or OPR shift, after more junior Reserves not legal to operate pairing(s) have been processed.
    - ii. the Reserve who is afforded the option to ROC may be assigned a remaining pairing or OPR shift in the event that a more junior Reserve becomes unavailable during processing (e.g., sick, daily assignment).
    - iii. such remaining pairings and OPR shifts will be assigned to the most junior Reserves consistent with their

preferences and seniority, while protecting Moveable days.

Example: Ten (10) Reserves were allowed to ROC in the initial run. Due to legality issues, two (2) pairings and one (1) OPR shift remain to be assigned after the initial run is processed. The pairings and OPR shifts will be assigned to three (3) most junior remaining Reserves, starting with the third most junior's preferences.

- c. Once a Reserve elects to ROC, the number of available Reserves in the grouping shall be reduced by one (1). A Reserve's election to ROC may cause a grouping to become Closed.
  - d. At a Reserve's time of processing, a Reserve who belongs to a Closed grouping may not ROC.
  - e. A Reserve who ROCs shall be awarded a RAP pursuant to this Paragraph, and shall only be assigned a pairing which reports within her/his RAP as specified in Paragraph K, Daily Scheduling.
11. A Reserve awarded or assigned a pairing from Future Scheduling shall be required to complete her/his Reserve duty (OPR/RAP or pairing) for the current day. At Crew Scheduling's discretion, a Reserve may be released from her/his current RAP. At the conclusion of her/his current day assignment, she/he shall be released until the report time of the RAP or Future Assignment the following day. Such Reserve shall be processed according to the rules specified in Paragraph K.2., unless she/he indicates to Crew Scheduling she/he wishes to be assigned a pairing according to the regular Daily Processing rules.

## 12. RAP Awards

After all pairings and OPR shifts have been assigned, the remaining Reserves, including those that elected to ROC, will be assigned as follows:

- a. Crew Scheduling shall determine a minimum and maximum number of Reserves, if any, to assign to each RAP for the following day. The total Reserves assigned shall be equal to the number of Reserves available.

- b. Reserves to be assigned to a RAP shall be placed in groupings based on their days of availability. Such groupings shall be established for one (1) day of availability, two (2) days of availability, three (3) days of availability and four (4) or more days of availability.
- c. Reserves will be assigned to a RAP in seniority order within the days of availability groupings utilizing the Reserve's daily and standing bid, provided the Reserve is legal and available for the entire RAP, except as provided in Paragraph E.3., above. The choice of RAPS within that grouping for a senior Flight Attendant may not preclude a more junior Reserve from receiving ten (10) hours between RAPs. However, if there are not sufficient Reserves to cover a particular RAP, a Reserve may be assigned to a RAP with less than ten (10) hours between her/his previous RAP.

### 13. Pairing Splits

- a. In the event that the number of pairings in any pairing group exceeds the number of Reserves in that group, Crew Scheduling may elect to split a pairing(s) to balance the number of Reserves and pairings within a grouping.
- b. In the event that Crew Scheduling elects to split pairings for Reserve processing, such pairings shall be split prior to the beginning of or during the Future and Daily Reserve award process for Reserve assignment or award.

## K. DAILY SCHEDULING AWARD AND ASSIGNMENT

### 1. General

- a. Pairings which open during or after the Future Scheduling Award and Assignment Process 1500 HDT one (1) day prior, and which report during the current or following day, shall be assigned according to this Paragraph K.
- b. Release from Duty

Daily (Next Day Assignment) - A Reserve assigned a RAP for the next day, shall complete his/her current day's RAP assignment. If the Reserve receives an assignment within

her/his RAP for the next day, she/he shall be released from the next day's RAP until report time of such assignment. However, in the case of irregular operations as declared by the Director of Crew Scheduling or her/his designee, the Reserve shall not be released from the next day's RAP and will be responsible to be available for possible reassignment during his/her RAP.

Daily (Day Of Assignment) – A Reserve on a RAP for the current day shall be released from her/his RAP until the report time of an assigned pairing/OPR duty at the time of such assignment. However, in the case of irregular operations as declared by the Director of Crew Scheduling or her/his designee, the Reserve shall not be released from her/his RAP and will be responsible to be available for possible reassignment during her/his RAP.

- c. An open OPR shift shall be treated the same as a pairing for the purpose of Daily Awards and Assignments. Open pairing positions and OPR shifts which are covered by this Paragraph K. shall be assigned as soon as possible after such position opens. Flight Attendants not on a RAP when assigned shall be notified of such assignment at the start of the RAP. A Flight Attendant shall not be called during the period of 0000 to 0500 HDT unless the departure is within three (3) hours or unless necessary to prevent a delay.
- d. Groupings of pairings and groupings of Reserves shall be established for the purposes of assigning pairings. All Reserves shall be grouped according to remaining number of AVL days in her/his current AVL day sequence. Reserves with more than four (4) days of availability will be placed in the four (4) day group. Reserves not legal for all AVL days shall be placed in the group for which pairings they are legal to operate.
- e. Groupings of Reserves on AVL days shall be ordered as follows:
  - i. RAP award.
  - ii. Least to most number of previous daily assignments as specified in Paragraph K.5., below,

- iii. Then inverse seniority.
- f. If a pairing is legal for more than one (1) RAP, Crew Scheduling shall assign the pairing as follows:
- i. A Reserve in the earlier RAP according to K.2.b-e.
  - ii. A Reserve on a later RAP provided according to K.2.b-e.
  - iii. A Reserve in the earlier RAP according to K.2.f-g.
  - iv. A Reserve in the later RAP according to K.2.f-g.
  - v. A Reserve on the earlier RAP according to K.2.h-j.
  - vi. A Reserve on the later RAP according to K.2.h.-j.
  - vii. K.2.k.
2. For pairings which are open more than two (2) hours prior to scheduled departure, Crew Scheduling shall assign such pairing in the following order subject to the provisions of Paragraph K.1., above:
- a. Lineholders on the Unsuccessful Bidder's list pursuant to Paragraph F.4.b., Section 10, Scheduling.
  - b. "Aggressive Reserves" on AVL days from the most senior to the most junior who are legal to operate the pairing in its entirety and provided the pairing matches the Aggressive Reserve's list of preference as specified in Paragraph K.4.d., below. An Aggressive Reserve called by Daily Scheduling during the Daily Reserve Assignment process shall be required to accept any pairing which meets her/his list of preferences.
  - c. Reserves on a RAP from the same grouping who are legal to operate the pairing in its entirety according to the priority established in Paragraph K.1.e., above.
  - d. Reserves on a RAP from the next highest grouping according to the priority established in Paragraph K.1.e., above.

- e. With Crew Scheduling consent, “Aggressive Reserves” on a RAP who indicate a desire to work on or be assigned into a Moveable Day(s) or Golden Day(s) provided the pairing matches the Aggressive Reserve’s list of preference as specified in Paragraph K.4.d., below.
  - f. A Reserve on a RAP holding a Future assignment for the following day who can operate the pairing in its entirety. Such Future assignment will be dropped.
  - g. Reserves on a RAP from any grouping who must work into one (1) Moveable Day. Such pairing shall be assigned according to the priority established in Paragraph K.1.e., above.
  - h. Reserves on a RAP from any grouping who must work on two (2) or more Moveable Days. Such pairing shall be assigned according to the priority established in Paragraph K.1.e., above.
  - i. Reserves on a RAP from any grouping who must work into one (1) Moveable Day and holds an ETB pairing on her/his Moveable Day. Such ETB pairing will be dropped and there will be no pay protection for the ETB pairing. Such pairing assignment shall be assigned according to the priority established in Paragraph K.1.e., above.
  - j. A LOD/O Reserve as specified in Section 15, LOD/O.
  - k. Pairings or OPR shifts which remain open after daily processing will be assigned according Paragraph M., below.
3. For pairings which open or remain open within two (2) hours prior to scheduled departure, Crew Scheduling shall assign such pairings in the following order of assignment:
- a. An on-premise Reserve (OPR) if checked-in, or scheduled to be on duty and checked-in at least one (1) hour prior to departure according to the parameters of Paragraph F.
  - b. If no OPR is available, the order of assignment as specified in Paragraph K.2.b.-j., above. If a greater delay of a flight would be realized by using the provisions of Paragraph K.2, above,

Crew Scheduling may cover such flights by assigning an OPR if one is scheduled to be on duty at the time of departure.

- c. Crew Scheduling will assign pairings as specified in Paragraph K.2.b.-j., above, or Paragraph M., below, such assignments will be awarded to the first positive contact with a Flight Attendant. Although the fifteen (15) minute response time is still in effect, Crew Scheduling will not be required to wait for a return call and will continue processing until positive contact is made.
- d. If the pairing continues to remain open, such assignment will be processed according to the parameters of Paragraph M., below.

#### 4. Aggressive Reserve Status

- a. A Reserve requesting to be assigned first on AVL days, Moveable Days or Golden Days may electronically indicate placement into “Aggressive Reserve” status. Such election may be made daily, or for the entire month.
- b. Once a Reserve reaches forty (40) hours of pay and credit in a month, any hours flown on Aggressive Reserve status above the forty (40) hours shall not be credited when determining if the Reserve has met or exceeded the monthly pay cap.
- c. Credited hours will be calculated based on a Reserve’s month-to-date hours credited to the minute, including credit associated with, but not limited to flight time, sick, vacation, jury duty, bereavement, AFA business, deadhead, etc. Pay-No-Credit hours, ETB pairing time, etc., shall not be considered when calculating credited hours. Credited hours shall be updated at 0000 of each day to reflect all hours credited to that time.
- d. Aggressive Reserves may indicate conditional status for pairings with the following parameters. Such parameters shall not be considered if the Aggressive Reserve would be the next Reserve to be assigned in accordance with Paragraph K.2., above:
  - i. Minimum notification time from assignment to departure.



- ii. Pairing preferences consistent with those available in ISAP.
- iii. The Moveable or Golden Days on which the Reserve is available.
- iv. Avoid or Desire OPR shifts.
- v. Contactable during uninterrupted rest.
- vi. The RAP(s) for which the Reserve is available.

5. ASG Indicator

- a. Each Reserve assigned to a pairing will be credited with an ASG code. Such code will be credited to a Reserve once for each calendar day assigned by Daily Scheduling, except:
  - i. Aggressive Reserves assigned to a pairing by Daily Scheduling shall not be credited with an ASG code for such assignment.
  - ii. After receiving the ASG credit the Reserve is unable to report for the assigned pairing.
- b. The ASG code will be applied during the month in which the assigned pairing originates.

**L. CALLING OUT OF TIME**

The monthly maximum for Reserves will be consistent with the monthly maximum established for Lineholders in each domicile. A Reserve will not be required to accept an assignment that would result in her/him exceeding the monthly maximum. A Reserve shall not be required to be on call once she/he has reached the monthly maximum less the value of a variable minimum day and will be released from any obligation to remain on call for the remainder of the month. At the time of processing, Crew Scheduling will allow a Reserve to ROC or to accept the pairing and exceed the monthly maximum or at Crew Scheduling's discretion, split a pairing to allow a Reserve to reach the monthly maximum. As specified in Paragraph K.4.b., pay and credit hours awarded or assigned while in Aggressive Reserve status shall not

be credited when determining if the Reserve has met or exceeded the monthly cap.

## M. PRIORITY OF ASSIGNMENT

The intent of this section is to provide an orderly process for covering all pairings and OPR shifts which remain open after future or daily processing. The priority of assignment will be as follows:

1. Out-of-base Reserves, in accordance with inverse seniority, avoiding conflicts with Golden Days and vacation days and, when possible, with Moveable Days. An out-of-base Reserve so assigned may choose which pairing she/he will be assigned if more than one pairing remains open at the time of assignment.
2. A Reserve on a RAP who was previously assigned a pairing by Daily may be reassigned according to Paragraph K.2.f., of this Section and Paragraph J.4., and 5., Section 10, Scheduling
  - a. Reserves will be assigned in the following manner:
    - i. Awarding the earliest departure to the least senior Reserve whose previously assigned pairing reports at 1200 or later and who is available to fly the pairing in its entirety, or
    - ii. If no Reserve is available to take the pairing in its entirety without creating a conflict with her/his Moveable Days, the pairing will be assigned in inverse seniority order such that disruption of Moveable Days is minimized.
  - b. A Previously Assigned Unreleased Available for Duty Reserve who previously volunteered to take an assignment on AVL days that continues into her/his MD or GD shall not be reassigned unless there are no other Reserves available to take such a trip, but in no case will she/he be reassigned into her/his GD(s).
  - c. A Reserve who voluntarily makes herself/himself available on days free from duty (MD and or GD) to Future or Daily Scheduling for a pairing that originates on a MD or GD shall not be reassigned.
  - d. A Reserve who is awarded or assigned a different pairing(s) of a lesser value shall be pay protected to the published value of

such originally awarded or assigned pairing. To be eligible for such pay protection, such Reserve must remain available for duty for all of the duty periods covered by the originally awarded or assigned pairing.

3. At the option of Crew Scheduling, to legal and available inbound Reserves;
4. A Reserve on a Moveable Day in inverse seniority order.
5. An available Co-Fly participant holding a seniority number on the System Seniority List, if any, provided that Co-Fly participants may only be assigned to cover an FAA mandated position.
6. A Lineholder on days off in inverse seniority order. The following limitations, in addition to those in Section 11, Hours of Service shall, apply:
  - a. A Lineholder shall not be involuntarily assigned while on vacation or on groupings of days off that touch a vacation period.
  - b. A Lineholder shall not be involuntarily assigned more than twice per bid period.
  - c. Crew Scheduling shall only use a Lineholder's contact numbers when calling to make an involuntary assignment.
  - d. If the involuntary assignment causes the Flight Attendant's line to be projected over her/his ISAP bidding credit window and there is not a trip(s) or segment(s) occurring after the involuntary assignment which could be dropped to bring her/his line projection into the ISAP bidding credit window, the Flight Attendant may refuse the involuntary assignment. A Flight Attendant who is involuntarily assigned a trip will have the option of flying her/his pairing(s) later in the month and exceeding the ISAP bidding credit window, splitting a later pairing of the Flight Attendant's choice off at a point at or below the monthly maximum pursuant to 10.M.1. and M.2., or dropping a later trip of the Flight Attendant's choice.

#### **N. PAIRING VERIFICATION AND RESERVE CHECK-IN**

1. Each time a Reserve logs into the crew tracking system, that Reserve shall be required to electronically acknowledge all changes to that Reserve's line in the current bid period and the next bid period, if applicable, before proceeding to any other function in the crew tracking system.
2. A Reserve shall be required to check her/his future assignment as specified in Paragraph J.4., above.
3. Daily assignments occurring between 1930-0100 for the following day will be added to the Crew Scheduling system and will require the Reserve to electronically acknowledge such assignment. However, Reserves who have already acknowledged an assignment between 1930-0100 for the following day will be notified of any pairing reassignment by positive contact.
4. Daily assignments occurring after 0100 to a Reserve for the same day will be made by positive contact. A Flight Attendant shall not be called during the period of 0000 to 0500 HDT unless the departure is within three (3) hours or unless necessary to prevent a delay.
5. If a Reserve fails to acknowledge an assignment(s) as required, Crew Scheduling may remove the Reserve from the affected pairing. In that case, the Reserve shall forfeit all pay and credit associated with the pairing.
6. If a Reserve has not checked-in for a pairing by ten (10) minutes past the scheduled report time, Crew Scheduling may remove the Reserve from the affected pairing. In that case, the Reserve shall forfeit all pay and credit associated with the pairing.

#### **O. ASSIGNMENT INFORMATION**

The Company shall provide a Reserve access to an electronic reserve status system providing real-time information that allows a Reserve to view the following. The system shall run continuously in the crew tracking system and be accessible through the Internet.

1. Reserve's name, seniority number, reserve availability shift and bids, which shall be sorted and displayed by seniority;
2. Date, pairing number, pairing credit and release time of last assignment;

3. Date, pairing number, pairing credit and release time of current assignment;
4. Date, pairing number, and time current pairing was assigned by Crew Scheduling;
5. Total bid period-to-date earned pay and credit and bid period projected pay and credit;
6. Days of availability remaining; and,
7. Number of Moveable Days off adjacent to last day of reserve availability.

**P. NOT LEGAL TO FLY (NFL) DAYS**

If as a result of unscheduled conflicts that would cause a Flight Attendant to remain on duty/on call for seven (7) consecutive calendar days or more without twenty-four (24) consecutive hours free from all restraint or duty, an NFL Day will be scheduled on the day following the termination of the assignment.

**Q. MONTH TO MONTH INTEGRATION**

1. Reserve to Lineholder

If an assignment of a pairing which continues from one month into the next is necessary, she/he shall operate such pairing in its entirety. Such Reserve shall not be assigned a pairing until after the point in the Reserve order of assignment language in which Reserves have been assigned pairings into Moveable Days. Such Reserve will be pay protected for any flight time lost, if applicable, as a result of operating the continuation of such pairing. If an assignment of a pairing in the current month causes an illegality for a pairing in the subsequent month, pay protection provided for consistent with Illegal Through No Fault shall apply.

2. Lineholder to Reserve

A transition pairing awarded during PBS, ISAP, or ETB which overlaps Moveable or Golden days in the subsequent month shall be paid as pay no credit and such days off shall not be restored. A transition pairing awarded during PBS, ISAP, or ETB which

overlaps available days in the subsequent month shall be paid as pay and credit. If such pairing has been awarded prior to PBS, the Flight Attendant shall be able to elect during the PBS bid whether to treat the trip as AVL or days off.

## **R. GENERAL**

1. When an award or assignment is given to a Reserve, Crew Scheduling will identify the published pairing number. If it is an unpublished pairing, the Reserve will be notified of the entire pairing, including routing, duty time, credit, pairing number(s), aircraft type(s), report time and release time. If the layover hotel is different from the normally scheduled hotel, the Reserve will also be notified of the contact number and any special transportation arrangements.
2. All times in this Section are local domicile time unless otherwise specified.

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## **SECTION 13 - TEMPORARY DUTY ASSIGNMENT (TDY)**

### **A. DETERMINATION AND DURATION OF TEMPORARY DUTY**

1. A temporary duty assignment (TDY) is an assignment to perform Reserve duties at a domicile other than a Reserve's own domicile. If the Company determines that additional Reserves are required to meet the flying requirements in a domicile, the Company will announce such temporary duty vacancies for bid and assignment among Reserves at other domiciles where the Company has determined that Reserves are available to cover such temporary duty.
2. TDY assignments may be for a duration of one (1) week, two (2) weeks or a full bid month, including any days spent deadheading into and out of the TDY domicile. The Company may deadhead a Reserve the day before a TDY assignment only if the Reserve is on an AVL day, in which case the Reserve will receive per diem and the additional hours provided in Paragraph D.3., below, prorated on a daily basis. Any pairing assigned to a TDY Reserve at the TDY domicile must end within the TDY period, except as provided in this Paragraph. When an assignment is necessary and no other Reserves are available in the TDY domicile, a TDY Reserve may be assigned a pairing that extends beyond the TDY period. If a pairing extends beyond the TDY period, the additional hours provided for in Paragraph D.3., below, shall be prorated on a daily basis for the additional day(s) beyond the original TDY period until the TDY Reserve returns to her/his domicile. If coverage permits, the pairing will be split at the TDY Reserve's option, at a Flight Attendant domicile, to avoid or minimize the TDY extension. The TDY Reserve will continue to receive per diem until released in her/his domicile.

### **B. LIMITS TO AWARD AND ASSIGNMENT**

1. TDY vacancies will be for Reserve positions only.
2. TDY vacancies will be available for bid by Reserves and will be awarded in accordance with Section 20, Seniority. TDY vacancies will be posted electronically and in the crew rooms for at least forty eight (48) hours, unless the Company receives approval for a shorter period from the MEC. Notification of the award will be posted electronically, in the crew rooms and by phone call to the Reserve awarded such assignment.



3. The TDY posting shall provide the following information about each TDY assignment:
  - c. Number of projected TDY positions available;
  - d. Location of TDY assignment(s);
  - e. Report date for TDY assignment(s);
  - f. Projected length of TDY assignment(s);
  - g. Date and time when TDY bids will be awarded; and,
  - h. LOD/O language required, if applicable.
4. In the event of insufficient bidders, TDY may be assigned in inverse seniority order to Reserves from the domicile designated by the Company in accordance with Section 20, Seniority, except that no Reserve may be assigned to temporary duty for:
  - c. Two (2) consecutive months;
  - d. More than two (2) months in any twelve (12) consecutive months.
5. A Reserve with a leave of absence, occupational injury or TDY that overlaps a TDY period may not be awarded or assigned to TDY during such period.
6. A Reserve who voluntarily bids and is awarded TDY with a vacation contained within or overlapping a TDY period will forfeit her/his vacation, except for pay and credit purposes. A Reserve forfeiting vacation pursuant to this Paragraph will revert back to the Reserve's original schedule (pre-vacation move). A Reserve with a vacation that overlaps a TDY period will not be involuntarily assigned to TDY.
7. As an exception to Section 12, Reserve, a Reserve who voluntarily bids for and is awarded a one (1) week TDY will have her/his Golden Days contained within the one (1) week TDY period converted into Moveable Days.

8. A LOD/O Reserve may be restricted from being awarded a non-LOD/O TDY assignment because of limited staffing within her/his language in her/his domicile. A LOD/O Reserve may only be involuntarily assigned to non-LOD/O TDY assignment when there are no non-LOD/O Reserves available for assignment from any domiciles that are offering TDY assignments.
9. If the Company posts a TDY vacancy requiring a LOD/O language, it will be processed in the following order:
  - c. LOD/O Reserves bidding for the position in accordance with Paragraph B.2., above;
  - d. If there are no volunteers, a LOD/O Reserve may be involuntarily assigned to a LOD/O position in accordance with Paragraph B.4., above.

### C. EXPENSES

1. A Reserve awarded or assigned to TDY will receive the following:
  - c. Acceptable hotel facilities for the duration of her/his temporary duty that meets the standards set forth in Section 6.
  - d. Per diem as provided in Section 4 for the TDY assignment commencing one (1) hour prior to departing from her/his home domicile and continuing until fifteen (15) minutes after arrival at her/his home domicile at the conclusion of the TDY assignment.
  - e. The cost of a compact size rental car, including gas and hotel parking, supported by receipt(s). The Reserve shall request the car through the Company contact designated in the TDY information provided by the Company. Insurance for the rental car shall be provided by the Company. At the Reserve's option, she/he will be reimbursed for other transportation, in lieu of a rental car, not to exceed the cost of a compact size rental car.
  - f. Reasonable telephone access fees and one (1) long distance telephone call per day from the TDY hotel facility to a party of the Reserve's choosing, not to exceed five (5) minutes.

- g. Actual laundry and cleaning expenses, supported by receipt(s), for uniforms and personal clothing for Reserves on a TDY assignment of seven (7) calendar days or more.
2. A Reserve may request and shall receive an advance on any expenses provided for in this Section, prior to departing from her/his domicile for any TDY assignment of seven (7) calendar days or more. Such a request must be made in writing to her/his InFlight Supervisor at least five (5) business days before the scheduled departure. If the Reserve is given less than five (5) business days' notice of the TDY assignment, the Reserve may request the advance and shall receive the advance as soon as practicable.

#### **D. PAY AND CREDIT**

A Reserve awarded or assigned to TDY will receive the following:

1. Deadhead pay in accordance with Section 16 to and from her/his temporary duty.
2. Pay and duty rig credit/variable minimum as if based in the TDY domicile, except a deadhead shall be calculated as beginning or ending in the Reserve's home domicile, as applicable.
3. Monthly pay guarantee equal to her/his regular applicable monthly guarantee, plus five (5) additional hours for each week awarded or assigned TDY or twenty (20) additional hours for a full bid month.
4. In the event a one (1) week or two (2) week TDY assignment spans a monthly transition, the additional guarantee shall be prorated on a daily basis.
5. A Reserve who voluntarily accepts or is assigned a pairing that extends beyond the TDY period will be paid the additional guarantee prorated on a daily basis as provided in A.2., above.
6. A deadhead on a day preceding or following a TDY assignment will be paid and credited at the variable minimum.
7. A LOD/O Reserve on a TDY assignment shall receive LOD/O and International premiums as provided in the chart below.

## LOD/O PREMIUM

TDY BID AND AWARD	TDY INVOLUNTARILY ASSIGNED
1) LOD/O to LOD/O <ul style="list-style-type: none"> <li>• LOD/O premium on Reserve guarantee</li> <li>• LOD/O premium for all LOD/O flying</li> </ul>	1) LOD/O to LOD/O <ul style="list-style-type: none"> <li>• LOD/O premium on Reserve guarantee</li> <li>• LOD/O premium for all LOD/O flying</li> </ul>
2) LOD/O to non-LOD/O <ul style="list-style-type: none"> <li>• No LOD/O premium on Reserve guarantee</li> <li>• No LOD/O premium on any flying</li> </ul>	2) LOD/O to non-LOD/O <ul style="list-style-type: none"> <li>• LOD/O premium on Reserve guarantee</li> <li>• LOD/O premium for all LOD/O flying</li> </ul>

## INTERNATIONAL PREMIUM

TDY BID AND AWARD	TDY INVOLUNTARILY ASSIGNED
1) International eligible TDY to International eligible <ul style="list-style-type: none"> <li>• International premium on Reserve guarantee</li> <li>• International premium on International flying only</li> </ul>	1) International eligible TDY to International eligible <ul style="list-style-type: none"> <li>• International premium on Reserve guarantee</li> <li>• International premium on all flying</li> </ul>
2) International eligible TDY to Non-International eligible <ul style="list-style-type: none"> <li>• No International premium on Reserve guarantee</li> <li>• International premium on International flying only</li> </ul>	2) International eligible TDY to Non-International eligible <ul style="list-style-type: none"> <li>• International premium on Reserve guarantee</li> <li>• International premium on all flying</li> </ul>
3) Non-International eligible TDY to Non-International eligible <ul style="list-style-type: none"> <li>• No International premium on Reserve guarantee</li> <li>• International premium on International flying only</li> </ul>	3) Non-International eligible TDY to Non-International eligible <ul style="list-style-type: none"> <li>• No International premium on Reserve guarantee</li> <li>• International premium on International flying only</li> </ul>
4) Non-International eligible TDY to International eligible <ul style="list-style-type: none"> <li>• International premium on Reserve guarantee</li> <li>• International premium on International flying only</li> </ul>	4) Non-International eligible TDY to International eligible <ul style="list-style-type: none"> <li>• International premium on Reserve guarantee</li> <li>• International premium on International flying only</li> </ul>

### E. SCHEDULING

1. A TDY Reserve will retain her/his schedule from her/his home domicile at the TDY domicile. If necessary to adjust staffing, the Company may utilize the provisions of Section 12, Reserve, to move the Reserve's Moveable Days. A Reserve's Golden Days shall remain the same unless converted to Moveable Days pursuant to Paragraph B.7., above, or adjusted as provided in Paragraph

E.6., below. If the Reserve is awarded a full bid month TDY prior to the bid award for the TDY month, the Reserve shall bid a line in her/his home domicile for use in the TDY domicile.

2. A Reserve involuntarily assigned TDY will receive no less than the following:
  - a. Two (2) Golden Days periods of four (4) days each with crew movement authorization to and from the Reserve's domicile for a full bid month TDY assignment.
  - b. Two (2) Golden Days with crew movement authorization to and from the Reserve's domicile for a TDY assignment of two (2) weeks. Such Golden Days will be in addition to her/his regularly scheduled eight (8) Golden Days provided the regularly scheduled periods of Golden Days fall completely outside of the TDY assignment.
  - c. The Golden Days in Paragraphs E.2.a and E.2.b., above, will be considered part of the Reserve's eleven (11) days off per month.
3. As an exception to Section 22, Filling of Vacancies, a Reserve serving TDY for a bid month will not be placed on the domicile scheduling roster until the first day of the TDY assignment and will be taken off the roster on the last day of the TDY assignment.
4. As an exception to Section 20, Seniority, a Reserve on TDY will be processed after the domicile Reserves are processed.
5. As an exception to Section 12, Reserve, a Reserve who is awarded or assigned TDY for a full bid month will receive her/his required days free of duty at the TDY domicile, except as provided in Section 10, Scheduling.
6. A Reserve who is awarded or assigned TDY for a two (2) week period shall have the option to move any or all of her/his Golden Days to mutually agreeable dates at her/his domicile, either before or after, but not during the period of her/his TDY assignment.
7. As an exception to Section 12, Reserve, a Reserve who is awarded or assigned TDY may not be awarded any pairing(s) in her/his domicile that occurs on such TDY assignment.

- F. The Company will be responsible for maintaining current records of all flying assigned to Reserves on TDY. Such records will be accessible to the Reserves in the domicile out of which the TDY assignments have been flown in the Crew Management System.
- G. All TDY assignments will include a crew movement authorization to and from the Reserve's domicile. A Reserve will not be required to work a flight to or from the TDY assignment. If crew movement must ride or space positive authorization is provided for pilots to and from their residence to TDY domiciles, the same provisions will be extended to Flight Attendants.

#### **H. OUT-OF-DOMICILE SINGLE PAIRING ASSIGNMENT**

If it is determined that Reserve coverage at another domicile is temporarily inadequate, the Company may award or assign an individual pairing from the domicile that is short to a Reserve from another domicile where the Company has determined that Reserves are available to cover such assignment. Crew Scheduling will offer such out-of-domicile pairing to Reserves pursuant to Section 12, Reserve Duty. On-duty time for purposes of scheduling legalities, credited flight time and per diem shall begin to accrue in the Reserve's home domicile, one (1) hour before scheduled departure and shall continue until fifteen (15) minutes after her/his arrival back at her/his home domicile, or until actual release time, whichever is later.

#### **I. OUT-OF-DOMICILE OPR ASSIGNMENT**

- 1. A Reserve may be assigned or awarded an OPR shift in another domicile if the Company determines that there are no remaining Reserves in that domicile to cover the OPR shift(s). Such assignment will be in accordance with Section 12, Reserve Duty. The Reserve must have the days and hours of availability specified in Section 12.F, in addition to any credit or block hours associated with the deadhead to/from the out of domicile OPR assignment. In addition, if accepting the out of domicile assignment, including the deadhead to the assignment, would cause the Flight Attendant to exceed the provisions of Section 11, the Flight Attendant shall have the option of refusing the assignment.
- 2. A Reserve on an out of domicile OPR assignment shall receive the greater of the following:

- a. Trip Rig from time of check in for departure from her/his domicile until released in her/his domicile.
  - b. If not assigned a trip while on OPR, OPR pay in addition to the greater of the deadhead(s) credit or Duty Rig, excluding time spent on OPR.
  - c. If assigned a trip while on OPR, the value of the trip in addition to the greater of the deadhead(s) pay or Duty Rig until report time for the trip. Additionally, the Flight Attendant will receive the greater of the deadhead credit or Duty Rig from release from the trip until release in her/his domicile.
  - d. A Flight Attendant will receive no less than the variable minimum for any day(s) spent deadheading to or from an out of domicile OPR assignment or any days spent on an out of domicile OPR assignment. If a Flight Attendant deadheads and serves OPR in the same day, such Flight Attendant will only receive one variable minimum for that day.
3. If deadheading to the OPR assignment, the Duty Rig in Paragraphs I.2.b and I.2.c. will start at check in for the deadhead flight. If deadheading back to the domicile, the Duty Rig will end at checkout in the Flight Attendant's domicile. The value of the OPR shift and/or pairing will be as established in Section 12.F. Deadheads to and from an out of domicile OPR assignment will receive one hundred percent (100%) deadhead pay and credit.
  4. A Flight Attendant already on OPR in her/his domicile may receive an out of domicile OPR assignment only if she/he has the days and hours of availability for the new OPR assignment as specified in Paragraph I.1., above. The start of the OPR shift in her/his domicile shall be used for purposes of calculating the duty and trip rigs specified in Paragraph I.2., above and the variable minimum.
  5. Any out of domicile Reserves on OPR will be processed in seniority order among themselves regardless of the shift start time after in domicile OPRs have been offered the trips.
- J. All applicable provisions of this Agreement and any related Side Letters in this Agreement shall apply to TDY except as specifically modified in this Section.

## **SECTION 14 - INTERNATIONAL FLYING**

- A. All applicable provisions of this Agreement and any related Side Letters included in this Agreement shall apply to international flying, except as specifically modified in this Section.

### **B. DEFINITIONS**

1. International flying is any operating or deadheading outside the forty-eight (48) contiguous United States with the exception of the Bahamas, Canada, and Alaska. This exception does not apply if a flight originates outside the contiguous forty-eight (48) United States and proceeds non-stop to Bahamas, Canada, or Alaska and vice versa. If the Company agrees with the Pilots that the Bahamas is considered International flying, then the Bahamas shall be considered International flying for Flight Attendants.
2. Transoceanic International (TI) Flying is any operating or deadheading over the Atlantic, Pacific (excluding Hawaii), Arctic or Indian Oceans except:
  - a. Operating or deadheading within North America and
  - b. Operating or deadheading between North America and Bermuda or any Caribbean destination.
  - c. For purposes of this Section, "North America" is defined as the northern continent of the Western Hemisphere, extending north from the Panama-Colombia border, and including the Central American countries, Mexico, the forty-eight (48) contiguous United States, Alaska and Canada.
  - d. Any operating or deadheading to or from South America shall be considered Transoceanic International flying.
3. Non-Transoceanic International Flying is international flying that does not meet the definition of Transoceanic International Flying.

### **C. INTERNATIONAL PAY**

1. A Flight Attendant will receive International Pay as specified in Section 3, Compensation.
2. A Flight Attendant on a Transoceanic International pairing will



receive International Pay for all operating or deadheading segments scheduled in such pairing.

**D. TRANSOCEANIC INTERNATIONAL DUTY TIME LIMITATIONS**

1. A Flight Attendant on a TI duty period, scheduled with a duty day of fourteen (14) hours or less may be required to remain on duty for eighteen (18) hours in actual operations. A Flight Attendant required to remain on duty for more than sixteen (16) hours in actual operations shall receive pay for the duty period at a rate of two hundred percent (200%) including premiums and credit at one hundred percent (100%).

Example: The crew scheduled to work flight 718 from Philadelphia to Rome is scheduled for a thirteen (13) hours duty day. Such crew may not be rescheduled beyond fourteen (14) hours. In actual operations, such crew may remain on duty for eighteen (18) hours but will receive pay in accordance with D.1, above.

2. A Flight Attendant scheduled on a TI duty period may be scheduled in excess of fourteen (14) hours up to sixteen (16) hours on duty, and the Flight Attendant may be required to remain on duty for eighteen (18) hours in actual operations. Consistent with FAR 121.467, the minimum Flight Attendant complement requirement will be adjusted accordingly.

Example: The crew scheduled to work flight 44 from Philadelphia to Rome to Athens is scheduled for a fourteen (14) hours and one (1) minute duty day. The crew may not be rescheduled beyond sixteen (16) hours. In actual operations, such crew may remain on duty for up to eighteen (18) hours.

3. A duty period containing Non-Transoceanic International flying shall be governed by applicable FARs and the duty time limitations in Section 11, Hours of Service.

**E. TRANSOCEANIC INTERNATIONAL FLYING - REPORT AND RELEASE FROM DUTY**

TI Flights require a report for duty of one (1) hour and thirty (30) minutes prior to scheduled departure and continuing until such Flight Attendant is released from duty thirty (30) minutes after block-in time

of the last flight segment, or scheduled arrival, or actual release time, whichever is later. If the originating flight of the Transoceanic International pairing is a domestic segment, the report time for duty is reduced to one (1) hour and if the terminating flight is a domestic segment, the release from duty is reduced to fifteen (15) minutes after block-in.

Example:

Report <u>For Duty</u>	<u>Routing Path</u>	Release <u>From Duty</u>
1:30	CLT-LGW-CLT	:30
1:00	PHL-CLT-LGW-CLT-PHL	:15
1:00	PHL-CLT-LGW- CLT-(RON)	:30

**F. TRANSOCEANIC INTERNATIONAL ON-BOARD REQUIREMENTS**

On a Transoceanic International departure a Flight Attendant will be required to be on board the aircraft ready to receive passengers fifty (50) minutes prior to scheduled departure.

**G. TRANSOCEANIC INTERNATIONAL DUTY PERIODS**

A duty period containing TI flying shall be limited to:

1. Transoceanic International flying only; or
2. Transoceanic International flying plus one (1) additional operating or deadheading segment of any type preceding or following Transoceanic International segment.

**H. TRANSOCEANIC INTERNATIONAL PAIRING CONSTRUCTION**

1. Transoceanic International pairings shall be constructed the same as the pilots. Concurrent with the implementation of the new pilot FARs, as may be modified by the Pilot agreement, governing rest, duty and block limits will apply to Transoceanic International pairing construction. The new pilots FARs, as may be modified by the Pilot agreement, addressing rest and duty limitations in actual operations will also apply to the Flight Attendants. The Flight Attendant pairing debrief, if greater than the pilot pairing debrief, will extend the Flight Attendant duty period maximum to allow for

co-pairing.

2. Transoceanic International pairings may also contain Domestic segments. Such segments will be paid in accordance with Paragraph C.2 above.
3. Flight Attendant Transoceanic International pairings shall be constructed in accordance with Pilot pairing construction rules, provided in no event shall such TI pairings exceed six (6) consecutive calendar days.
4. The Union shall have input into such pairing construction in accordance with Section 10.A.1, Scheduling.
5. If there are any changes planned to Transoceanic International pairings, the Company will give the Union advance notification and will meet and discuss the effect of such changes. However, the foregoing shall not include non-substantive changes to existing pairings, such as minor modification to departure or arrival times.

#### **I. TRANSOCEANIC INTERNATIONAL REST RULES**

1. TI Rest Requirements
  - a. A duty period containing Transoceanic International flying must be preceded by a rest period of not less than fourteen (14) hours (calculated from release from duty to report for duty).
  - b. Following a pairing containing Transoceanic International flying, a Flight Attendant shall receive fourteen (14) hours rest (calculated from release from duty to report for duty) in domicile, unless waived per Paragraph I.2., below.
2. Waiver at Flight Attendant Option

A Flight Attendant may, at the Flight Attendant's option, waive the rest provisions of this Section in domicile subject to the flight time limitations of the FARs and to Section 11, Hours of Service.

#### **J. HAWAII RON REST REQUIREMENT**

A duty period with a RON in Hawaii will include a scheduled rest period of not less than fourteen (14) hours (calculated from release

from duty to report for duty) regardless of the duty and block requirements associated for such flying.

## **K. FOREIGN DOMICILE**

### **1. Definition**

A foreign domicile is a Flight Attendant domicile located outside of the fifty (50) United States. All foreign domiciles shall be common domiciles for Flight Attendants and Pilots unless the Company establishes a cargo-only foreign pilot domicile that does not operate passenger revenue flights.

### **2. Written Notice**

The Company will give the Union at least ninety (90) days written notice of its intent to open a foreign domicile. Foreign domicile positions will be available for bid and awarded by system seniority. Flight Attendants awarded and/or assigned to foreign domiciles shall be covered by all terms of the Agreement and the Railway Labor Act. The Company shall not claim in any arbitration or court proceeding that the Flight Attendants are not covered by the Agreement and the Railway Labor Act.

### **3. Foreign Domicile Allowance**

In the event the Company seeks to establish a foreign domicile, the parties recognize that the establishment of a foreign domicile raises important issues of housing allowances, tax protection, cost of living differentials, currency exchange rates and other matters which are extremely technical. Therefore, in view of the importance of such issues to Flight Attendants who may consider submitting bids for a foreign domicile, the parties agree:

- a. to mutually explore elements to be included in a foreign domicile allowance, taking into consideration the experience of other Flight Attendant groups.
- b. that, if possible, a foreign domicile allowance, to include the agreed elements will be mutually agreed to prior to the posting of a domicile bid for such foreign domicile. In the event of failure to agree, the issue will be decided by expedited interest arbitration pursuant to Section 30, Grievance Procedure.

- c. that the foreign domicile allowance, once established, will be retroactive and will be updated regularly to account for changed conditions.

## L. TRAINING

1. A Flight Attendant must be trained for Transoceanic International Flying and current in such training to fly Transoceanic International trips. A Flight Attendant must attend required Transoceanic International training on the dates such training has been scheduled. Notwithstanding the above, if a Flight Attendant is unable to attend such training, such Flight Attendant will be scheduled for different training dates.
2. If the Flight Attendant completes training prior to the start of the bid period, she/he shall be eligible for international premium pay, if applicable, at the start of the bid period.
3. If the Flight Attendant is available to attend training prior to the start of the bid period and she/he has Transoceanic International trips scheduled in her/his line but the Company cannot offer Transoceanic International training and/or training on the Company's transoceanic aircraft prior to the start of the bid period, such Flight Attendant will be eligible for all international premiums, if applicable, for the domestic flying she/he does after the start of the bid period.
4. If the Flight Attendant is not available to attend training until after the start of the bid period and she/he has Transoceanic International trips scheduled in her/his line, she/he may be required to fly domestic pairings until awarded/assigned Transoceanic International training and/or training on the Company's transoceanic aircraft. Such Flight Attendant shall be eligible for all international premiums, if applicable, after the earlier of the completion of training or the sixteenth (16th) day after becoming available to attend training.
5. A Flight Attendant awarded or assigned a position on a Transoceanic International pairing(s) via PBS, ISAP, ISAP Daily Processing or ETB shall be required to successfully complete the initial Transoceanic International service and procedure training and any required aircraft training. Premiums will be paid as outlined in L.3 or L.4.

## M. CABIN SERVICE DIRECTOR (CSD)

1. The “A” position Flight Attendant shall be designated as the “Cabin Service Director” on Transoceanic International flights. When the position is filled by a CSD qualified Flight Attendant, in addition to the performance of her/his Flight Attendant duties, the CSD leads, directs and is in charge of the activities of the cabin crew on board such flight. The CSD is responsible for the oversight and coordination of all cabin service InFlight sales, manifests and other reports and documents or any other duties as specified in the Flight Attendant Policies and Procedures Manual. The CSD will not issue discipline, conduct uniform checks or perform any duties normally performed by a supervisor.

### 2. Filling of Cabin Service Director Vacancies

In order to provide coverage for flights on which CSDs are required, the Company shall determine the number of Flight Attendants required to be qualified as CSDs at each base, as follows:

- a. On a yearly basis, operational requirements shall be determined by dividing the projected number of aircraft hours for the flights on which CSDs are required by the average line value.
- b. The Flight Attendants qualified as CSDs shall include a minimum of one hundred fifty percent (150%) above the operational requirements.
- c. The CSD position will not create a vacancy in a domicile. To bid into the CSD program a Flight Attendant must be in the domicile of the CSD position or transferring into the domicile, pursuant to Section 22 Filling of Vacancies, concurrently with the CSD posting.
- d. Upon the commencement of the CSD program, CSD qualified Flight Attendants will be permitted to transfer into the CSD program in seniority order following the same timelines for posting and awards as specified in Section 22, Filling of Vacancies. The transfer bid will be for an indefinite period.
- e. Vacancies that become available subsequent to the initial bid shall be processed in the same manner as a normal transfer.

- f. If there are insufficient volunteers for CSD vacancies, the Union and the Company shall meet and discuss solutions.
- g. A Flight Attendant awarded a CSD vacancy must remain in the CSD program for a minimum of six (6) months. A Flight Attendant will remain in the CSD program until she/he opts out of the program except as provided in Paragraph M.2.h.
- h. Should the Company discontinue flying to a transoceanic international destination within the CSD's respective base or decrease frequency between two (2) current city pairs after the award of the CSD bids, the Company may solicit volunteers to transfer out the CSD program. If, at the time of the yearly calculation, the number of CSDs exceeds two hundred percent (200%) of the number specified in M.2.a. above, the Company may, if there are not sufficient volunteers, remove CSDs from the program in inverse order of seniority to reach the target.
- i. A Flight Attendant in the CSD program who subsequently transfers into another domicile with Transoceanic International flying may remain in the CSD program in the new domicile only if her/his seniority would have held a CSD position in her/his new domicile. If not, the Flight Attendant will be required to bid into the CSD program during the next vacancy period.

### 3. Eligibility

To be eligible to bid into the CSD program, a Flight Attendant must meet the following criteria:

- a. Have a minimum of two (2) years of active service as a Flight Attendant; and,
- b. Be projected to be available for active flight status by the commencement of the training process; and,
- c. Have completed or be willing to complete all required qualification training specific to Transoceanic International flying; and,
- d. A Flight Attendant who is on the final stage of discipline prior to termination will be ineligible to bid into the CSD program

until the discipline is removed from her/his file pursuant to Section 30.K.

#### 4. Training and Maintaining Qualifications

- a. The Company shall offer CSD qualification training to those individual Flight Attendants who have been awarded CSD positions pursuant to the provisions for scheduling training specified in this Agreement. All CSD training shall be conducted in accordance with Section 29 Training.
- b. The Company will design and administer the CSD qualification training and will set the standards for completion of training with review and input from the Union. The Company may, from time to time, revise the training program and standards for completion.
- c. Training for Flight Attendants selected for the CSD position will be provided at reasonable intervals, but not less than once a year.
- d. A Flight Attendant who does not successfully complete the CSD qualification training shall be eligible to bid for CSD qualification training concurrent with the next cycle of CSD training, provided such training date is no sooner than six (6) months from the Flight Attendant's original date of the CSD qualification training.
- e. In order to maintain her/his CSD qualifications a Flight Attendant must:
  - i. As required, successfully complete any required CSD recurrent training.
  - ii. Complete any other training associated with a CSD flight assignment successfully.
  - iii. A Flight Attendant who is on the final stage of discipline prior to termination will be ineligible to remain in the CSD program until the discipline is removed from her/his file pursuant to Section 30.K.
- f. When more than one (1) CSD qualification or requalification class is being offered in a year, the classes shall be offered in a



minimum of two (2) months.

## 5. Scheduling

### a. Monthly Bid and Award Process

- i. The PBS bidding process shall be utilized in the determination of a CSD qualified Flight Attendant's bid and award. Such award shall be made on the basis of her/his seniority at her/his base, subject to the following:
  - (a) The PBS system shall ensure that all CSD flying is awarded or assigned in the monthly bid process.
  - (b) CSD flying will be awarded to CSD qualified Flight Attendants who bid for such pairing(s) in the PBS system on the basis of seniority and the global constraints of the PBS system. If insufficient CSD qualified Flight Attendants bid for CSD designated pairings, the PBS system will assign to junior CSD qualified Flight Attendants on the basis of seniority and the global constraints of the PBS system.
- ii. A CSD qualified Flight Attendant whose seniority is insufficient to hold a line of CSD and/or non-CSD pairings, shall be awarded a regular Reserve line. No CSD specific Reserve lines will be awarded.

### b. Line Adjustments

- i. In the event a CSD designated pairing becomes available after the PBS award, such pairing shall be posted in open time as a CSD designated pairing available for pick-up or trade by a CSD qualified Flight Attendant.
- ii. Such CSD designated pairing shall remain in Open Time until it has been awarded to a CSD qualified Flight Attendant through ISAP. In the event the pairing is not awarded through ISAP/AIL to a CSD qualified Flight Attendant, such pairing will be processed as a non-CSD designated pairing through Post ISAP or Reserve Processing. However, if such pairing is awarded to a CSD qualified Flight Attendant during this process, she/he shall be entitled to the CSD premium.

iii. Position determination for a CSD designated pairing awarded through ISAP/Daily or Reserve Processing, shall be offered according to the timeframes outline in Scheduling Section 10.S.2 as follows:

- (a) In the event there are no CSD qualified Flight Attendants on the flight, the CSD position shall be changed to a Lead Flight Attendant position and filled in accordance with of Section 10, Scheduling.
- (b) In the event there is one (1) CSD qualified Flight Attendant on the flight, she/he shall fill the CSD position.
- (c) In the event there are two (2) or more CSD qualified Flight Attendants on the flight, the CSD position shall be offered first in seniority order and then assigned in reverse seniority order.
- (d) A probationary Flight Attendant shall not be assigned to the CSD position. When the entire crew of Flight Attendants is probationary Flight Attendants, the most senior Flight Attendant shall assume the Lead Flight Attendant position.

c. The provisions of ISAP, ETB and Pairing Trades through Crew Scheduling as found in Scheduling, Section 10.E, 10.G. and 10.N of this Agreement shall apply to CSD qualified Flight Attendants except that a CSD qualified Flight Attendant may not trade a CSD designated pairing for a non-CSD designated pairing unless she/he is trading a CSD designated pairing with another CSD qualified Flight Attendant. The Flight Attendant may drop a CSD pairing into open time assuming the transactions meets the ISAP processing rules specified in Section 10, Scheduling.

d. Rescheduling of Flight Attendants shall be made in accordance with the provisions of Section 10.J, Scheduling.

## 6. Vacations

A CSD qualified Flight Attendant shall be eligible to bid in accordance with her/his seniority at her/his base from the

domicile's general vacation allocation pool in accordance with the provisions of Section 8, Vacation.

## N. GENERAL

### 1. International Crew Rest Seats

- a. On a Transoceanic International flight or any flight on which an IRO is onboard, a Flight Attendant may use an available coach seat to take a rest break during the course of the flight.
- b. The "A" Flight Attendant will coordinate with other members of the Flight Attendant crew to schedule breaks in order to ensure such breaks do not detract from or lower the standard of service to passengers.
- c. A Flight Attendant occupying a crew rest seat will be permitted to sleep, to eat, to watch video, to read, etc., during her/his designated breaks.
- d. On an international flight of seven (7) or more scheduled hours, a Flight Attendant will be afforded crew rest in seats which shall meet the following parameters:
  - i. For Flight Attendant crew rest only.
  - ii. Placarded.
  - iii. Reclining seats of the type provided to passengers in that class of service with individual reading lights and air vents.
  - iv. In the non-smoking section.
  - v. Curtained.
  - vi. Crew rest will be located as follows:

A330: Seats A, B, G and H at the 3L/3R exit.  
B767: Seats C, D and E in the last row of the B zone or the C zone.  
B757: Seats A., B, and C in the last row of seats, aircraft left.

## 2. Deadheading

- a. Flight Attendants on international flights shall deadhead as specified in Section 16, Deadheading.
- b. When a Flight Attendant is deadheading on a flight at the commencement or termination of an international service, the Company will provide the Flight Attendant a connect time no less than the minimum connect time required for revenue customers, plus fifteen (15) minutes.

## 3. Passports

The Company will reimburse a Flight Attendant for the cost of passport renewal, passport photos, visas, inoculations and the charge for expediting service for passports and visas in those domiciles where passports and visas may be required. The Company will reimburse for mileage for a Flight Attendant who drives to a passport office provided such location is the closest in proximity to the Flight Attendant's domicile or residence. The Company shall reimburse any necessary cab fare between an airport or layover hotel and a passport/visa office. Any other associated expenses will be reviewed on an individual basis.

## 4. Inflight Attire

A Flight Attendant on an international flight will wear the same uniform as a Flight Attendant on a domestic flight unless mutually agreed otherwise, except a Flight Attendant may be required to wear a tie or neckwear (or an approved necklace as an alternative to the female neckwear) on Transoceanic International flights, excluding Hawaii.

## 5. Duty Free

In the event the duty free commissions are not paid, Flight Attendants shall not be required to sell duty free items.

## 6. Medical Care

- a. A Flight Attendant who becomes sick or injured on an international trip shall be provided Crew Movement Must Ride on-line travel in accordance with Section 9.F., Sick Leave. If necessary, the Company will provide and pay for

RON accommodations until the Flight Attendant is able to travel. Transportation will be provided between the hotel and the airport.

- b. A Flight Attendant who requires emergency medical care while traveling on a pairing or Company business outside of the United States will receive the same level of reimbursement as if the care occurred in the United States. Medical treatment should be obtained in accordance with established policies and procedures and coordinated through the Flight Attendant's applicable medical benefits' provider. If the illness or injury is determined to be occupational in nature, medical treatment should be obtained in accordance with established policies and procedures and coordinated through the Workers' Compensation provider. The medical benefits' provider will provide an international toll free telephone number and such number shall be listed on the health insurance card. The Flight Attendant shall not be required to advance payment for the medical treatment except to the extent there are co-payments, deductibles or co-insurance amounts that may apply. The Company shall provide such Flight Attendant transportation between the hotel or airport and the recommended medical facility. Emergency medical transportation, i.e., ambulance, will be provided in accordance with the Flight Attendant's applicable medical benefits.

## 7. Hostilities

Unless prohibited by a governmental agency, the Company shall promptly notify the MEC President upon receipt of information regarding hostilities, terror threats, political disruptions or natural disasters that may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President, the Company shall meet and review the impact that such hostilities or disruptions may have on Flight Attendants and notify the affected Flight Attendants.

## 8. Luggage

If a Flight Attendant's checked luggage is lost or damaged while she/he is on an international trip, she/he shall be subject to the policy regarding lost luggage applicable to revenue passengers. An advance of up to \$250.00 will promptly be made available to a Flight Attendant under these circumstances. Such advance will be

converted to the equivalent foreign currency applicable to the location. Should the Flight Attendant's luggage be recovered, the Flight Attendant will return such advance funds less any amounts expended to replace her/his lost property while such property was lost.

9. Transoceanic International Location Delay Incentive

When a Flight Attendant is delayed departing from a Transoceanic International station for more than ten (10) hours from the scheduled departure time for reasons such as mechanical or failure of an inbound aircraft to arrive, the Flight Attendant shall receive an incentive of an additional five (5) hours of pay and credit, including all premiums in addition to the value of the trip. Once the delay is greater than twenty-four (24) hours, an additional five (5) hours, including all premiums, will apply for each subsequent twenty four (24) hours or fraction thereof. Should greater pay protection be provided through Illegal Through No Fault, Last Trip of the Month or Crew Substitution, the provisions of this Paragraph may be waived to accept the greater pay protection.

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## **SECTION 15 - LANGUAGE OF DESTINATION/ORIGIN**

### **A. STAFFING**

1. The Company will determine the number of Flight Attendant(s) required for each city pair (origin/destination) who must be qualified to speak the foreign language spoken by the majority of persons at the destination/origin. The Company will also determine the number of Flight Attendant(s) required on each charter or CRAF pairing(s) who must be qualified to speak the foreign language spoken by the majority of persons on the pairing(s). Such Flight Attendants will be known as LOD/O Flight Attendants.
2. The Company will notify the Union in writing of the destinations, equipment types and applicable positions and number of LOD/O vacancies prior to the posting of the LOD/O bid pursuant to Paragraph I, below.
3. If the Company's determination changes for any destination/origination, the Union will be notified, in writing (email or hard copy), as soon as possible, and such change will be reflected in the bid packets.
4. The maximum number of LOD/O Flight Attendants that may be required are as follows:
  - a. Aircraft with one hundred seventy-five (175) or more seats: up to one (1) LOD/O Flight Attendant per each of First and Business class, as applicable, and up to two (2) for Economy class. The maximum for the flight shall be three (3).
  - b. Aircraft with less than one hundred seventy-five (175) seats: one (1) LOD/O Flight Attendant.
5. Any position designated for a LOD/O Flight Attendant will be considered an "ADD" position. The LOD/O position is not included as a required position "REQ" for any purpose, including FAA staffing, primary line awards, any line adjustment process, charters, CRAF or Company service staffing guidelines. However, if at the time of departure, there is only the FAA staffing level (including the LOD/O Flight Attendant), such flight shall be dispatched. Per Section 10, if any of the LOD/O position(s) on a flight are not covered in accordance with the pre-determined



parameters established for that destination, the Company will pay understaffing pay.

6. Notwithstanding Paragraph A.4., above, for any flights originating in or terminating in Fort Lauderdale (FLL) when language services are needed, if said flight(s) are staffed with two (2) LOD/O Flight Attendants, both shall be “ADD” Flight Attendants and not part of the “REQ” Flight Attendant complement.
7. A LOD/O Flight Attendant shall be required to exercise her/his foreign language skills on flights that require that language qualification, including when she/he is not filling a designated LOD/O position on such flights.
8. A LOD/O Flight Attendant who happens to be on the flight solely in her/his capacity as a Flight Attendant, and that flight is not a LOD/O designated flight in her/his qualification(s), will not be required to use her/his language skills.

#### **B. LOD/O PREMIUM PAY AND GUARANTEE**

1. A LOD/O Flight Attendant serving in a LOD/O position will be paid a LOD/O premium of two dollars (\$2.00) an hour, prorated to the nearest minute, in addition to any other pay and applicable premiums, for all credit hours on any pairing containing a LOD/O trip segment. The LOD/O premium will apply to all hours on deadhead flights.
2. International premium of three dollars (\$3.00) an hour, in addition to the LOD/O premium of two dollars (\$2.00) an hour, shall apply to the minimum monthly guarantee for LOD/O Reserve Flight Attendants at a domicile that has flying eligible for the international premium in her/his LOD/O language.
3. When the Company requires more than one (1) LOD/O Flight Attendant on a trip, each required LOD/O Flight Attendant will be paid the LOD/O premium.
4. A LOD/O Flight Attendant, qualified in the language specified for the required LOD/O positions, who is on the flight but not filling a required LOD/O position, will be paid the following:
  - a. If such Flight Attendant is on the entire pairing with the LOD/O Flight Attendant in the required LOD/O position,

she/he will be paid one dollar and twenty-five cents (\$1.25) per hour for each credited hour, in addition to any other pay and applicable premiums.

- b. If such Flight Attendant is on a separate pairing that contains a segment(s) scheduled to be flown by a required LOD/O Flight Attendant, she/he will be paid one dollar and twenty-five cents (\$1.25) per hour for each block hour flown on such segment(s), in addition to any other pay and applicable premiums.

### **C. QUALIFICATION/TESTING**

1. Entry into the LOD/O program shall be voluntary, except for persons newly hired into the program. Participation shall be limited to a Flight Attendant who has successfully passed a Company approved foreign language proficiency test and has been awarded a LOD/O vacancy pursuant to Paragraph I., below. Such test shall be administered at Company expense by a language expert selected by the Company.
2. Provided the LOD/O qualification continues to be required, the Company shall offer language examinations for LOD/O qualification at any time LOD/O vacancies are anticipated.
3. If a Flight Attendant fails the Company-approved proficiency test, she/he shall be given the option of re-testing within a ninety (90) day time frame. If the Flight Attendant fails the second proficiency test, she/he may retake the proficiency test after six (6) months.
4. A Flight Attendant who successfully passes the examination shall not be subject to re-testing except in instances where the Company has a good faith and reasonable belief that the language proficiency of a Flight Attendant has waned to the extent that the performance of her/his LOD/O duties is adversely affected. Such retesting, if required, shall be at Company expense.
5. A Flight Attendant who has qualified for the LOD/O program by successfully completing the required proficiency exam will be required to bid for an available vacancy pursuant to Paragraph I., below. With the exception of new hires, each Flight Attendant who successfully passes the proficiency exam shall receive three (3) hours pay and credit.

6. A Flight Attendant who is awarded a LOD/O bid may be required to remain in that designation for a period of twelve (12) months after being awarded a LOD/O vacancy, except if awarded a seasonal vacancy.

#### **D. EDUCATION**

1. A Flight Attendant will be reimbursed for foreign language courses in accordance with the Corporate Tuition Reimbursement Program.
2. In the event the Corporate Tuition Reimbursement Program is not available, discontinued or diminished below the amount in effect on the date of ratification, in lieu of the Corporate Tuition Reimbursement Program, a Flight Attendant will be eligible for foreign language tuition reimbursement in an amount up to one thousand dollars (\$1,000.00) per year provided the following requirements are met:
  - a. Courses must be taken at an accredited educational institution or any other educational institution approved in advance by the Company.
  - b. The Flight Attendant must successfully complete the course, pass the LOD/O test and be awarded a LOD/O position or designated as a LIP Flight Attendant within the applicable language.
3. A LOD/O Flight Attendant who is required by the Company to participate in language training to enhance her/his foreign language skills beyond the level required for entry into the LOD/O program shall be paid as provided in Section 3.H. Such training will be at Company expense.

#### **E. PBS AWARDS**

1. Each bid period, the Company shall identify the designated Flight Attendant pairings and positions to be filled by LOD/O Flight Attendants. The required language(s) for the designated pairings will be identified in the LOD/O Trip Sheet attached to the bid packet and so identified in the PBS system, ISAP and ETB.
2. LOD/O transoceanic pairings will be identical to the pairings of non-LOD/O transoceanic Flight Attendants. However, upon mutual agreement between the Company and the MEC President,

in those cases where identical pairings cannot be built, LOD/O pairings in the “ADD” position may be constructed which are not identical.

3. To the extent possible, Non-Transoceanic International (NTI) LOD/O pairings will be identical to the pairings of non-LOD/O NTI Flight Attendants. In cases where it is not possible to build identical pairings, separate LOD/O pairings will be created with approval by the MEC Flight Attendant Scheduling Committee.
4. Pairings containing LOD/O flying will be awarded at the applicable domicile on a seniority basis utilizing the PBS system as provided in Section 10, Scheduling, D.14. Such pairings will be available for bid only at those domicile(s) designated by the Company. LOD/O pairings and LOD/O Reserve lines will be awarded to LOD/O Flight Attendants in seniority order in her/his language. A LOD/O Flight Attendant may construct a line containing Transoceanic International (TI) and NTI pairings in her/his LOD/O language.
5. A LOD/O Lineholder may be awarded non-LOD/O pairings in her/his line consistent with her/his seniority provided the PBS solution can distribute substantially all LOD/O trips to LOD/O Lineholders in accordance with the recommendations of the JIRC, and consistent with the PBS system and the recommendations of the vendor.
6. During the LOD/O only PBS run, a LOD/O Lineholder selecting the High Option in PBS, will be awarded LOD/O pairings above the regular line maximum as established in Section 10, Scheduling. However, she/he, when being processed with non-LOD/Os in PBS may select the High Option for non-LOD/O pairings.
7. Only LOD/O Lineholders may be awarded LOD/O pairings in PBS. Remaining LOD/O pairings will be distributed pursuant to Paragraph G., below.
8. Separate Reserve lines for LOD/O Reserve coverage will be created utilizing the PBS system pursuant to Section 10, Scheduling after LOD/O pairings are distributed. The PBS system may require a minimum number of LOD/O Reserves.

9. Any references in this Section to a requirement to select pairings in a Flight Attendant's LOD/O language shall mean the primary LOD/O language the Flight Attendant is qualified for.

**F. POST LINE AWARD ADJUSTMENT (ETB, ISAP, ISAP/AIL)**

1. Adding Pairings with ETB or ISAP Pick-up Transactions

A LOD/O Lineholder may use ISAP or the ETB to add any pairings (LOD/O or non-LOD/O) after her/his original line award. A LOD/O Reserve may use ETB to add pairings (LOD/O or non-LOD/O) on days off.

2. Pairing Trades through ETB

When using ETB, a LOD/O or LIP Flight Attendant may only trade a LOD/O pairing with another LOD/O or LIP Flight Attendant qualified in the designated language for that pairing. A LOD/O Flight Attendant may trade a non-LOD/O pairing with another Flight Attendant.

3. ISAP and ISAP/AIL Drop/Pick up Transactions

A LOD/O Lineholder may use ISAP to conduct Drop/Pick up transactions as follows:

- a. Dropping a LOD/O pairing to pick up a LOD/O pairing.
- b. Dropping a non-LOD/O pairing to pick up a non-LOD/O pairing.
- c. ISAP transactions will be processed in accordance with Scheduling, Section 10.E, however percentage limitations restricting drops will be calculated from LOD/O pairing days for LOD/O pairing drops and non-LOD/O pairing days for non-LOD/O pairing drops.

4. ISAP Drop Transactions

Pairings dropped using ISAP will be processed in accordance with Section 10.E, however percentage limitations restricting drops will be calculated from LODO pairings only.

5. ISAP/AIL

An ISAP/AIL transaction to trade a LOD/O trip for another LOD/O trip in the same language will be approved consistent with the regular ISAP/AIL processing rules. A LOD/O's use of the ISAP/AIL to drop or trade for a non-LOD/O trip to the Company through ISAP/AIL will be subject to the open pairing day limitations specified in Paragraph F.2., above. If the drop or trade is not available, the transaction will be moved to Daily Scheduling. Daily Scheduling will approve such bid if adequate LOD/O Reserve coverage exists when processing the Unsuccessful Bidder's List without regard to the "wants better" restrictions specified in Section 10.E.4.n.iv.

6. The pay protections specified in Paragraph G.3. shall not apply to any transaction through the ISAP but shall apply to any transactions through the ISAP AIL.

**G. ASSIGNMENTS OF LOD/O PAIRINGS THROUGH ISAP, FUTURE PROCESSING, DAILY PROCESSING AND RESERVE PROCESSING**

1. A LOD/O Reserve shall be required to fly LOD/O pairings until she/he meets the monthly Reserve call out time unless otherwise permitted by Crew Scheduling. Upon reaching the call out time, the Reserve may utilize LOD/O or non-LODO pairings to acquire additional flying time beyond the call out time. If a Flight Attendant is restricted from flying a non-LOD/O trip, Paragraph G.2.f-h., below, will apply.
2. Awards of LODO flying through Future and Daily Processing
  - a. Open LOD/O flying will be processed for all LOD/O languages before any non-LOD/O open flying is processed.
  - b. Open LOD/O flying will be covered first by a Flight Attendant qualified in the appropriate LOD/O language who has indicated a preference for such trips in accordance with Section 10 Scheduling.
  - c. In the event open LOD/O flying is not covered by such a Flight Attendant, the pairing will be offered to the appropriate LOD/O qualified Reserve.

- d. Only LOD/O Lineholders may pick up LOD/O pairings from Company time in ISAP. After the final ISAP run prior to the pairing, the pairing will be offered to LIP or non-LOD/O Flight Attendants only if there are no LOD/O Reserves available to take the pairing. If no LOD/O Reserves are available to take the pairing, the pairing will be awarded to the most senior LIP Flight Attendant who has requested the pairing through the ISAP Unsuccessful Bidders List, in accordance with procedures established pursuant to Section 10, Scheduling.
  - e. If such pairing still remains uncovered, the pairing will be awarded to the appropriate non-LOD/O Lineholder who has requested the pairing through the Unsuccessful Bidders List. If the pairing remains uncovered after offering it to the appropriate non-LOD/O Lineholder, the pairing will be assigned in inverse order of seniority to a LOD/O on her/his day off.
  - f. A LOD/O Reserve shall not be considered for any non-LOD/O assignments or OPR unless all non-LOD/O Reserve have been utilized.
  - g. A LOD/O Reserve whose system seniority within her/his domicile would allow her/him to hold a non-LOD/O line in such domicile and who is bidding for non-LOD/O trips will be awarded such pairings on the basis of her/his system seniority within the domicile provided LOD/O flying is covered.
  - h. A LOD/O Flight Attendant whose system seniority within her/his domicile would not allow her/him to hold a non-LOD/O line in such domicile (i.e., she/he would hold a Reserve line) and who is bidding for a non-LOD/O pairing(s) will be awarded such pairing(s) in accordance with the provisions of the Future and Daily Reserve processes.
3. A LOD/O Flight Attendant whose seniority would qualify her/him for selecting a non-LOD/O pairing pursuant to the Scheduling or Reserve provisions of this Agreement shall never be financially disadvantaged when being restricted to fly a LOD/O trip.
  4. Charters requiring a LOD/O Flight Attendant will be bid and awarded in accordance with the provisions of Section 18, Charter.

5. The Company system developed to identify those Flight Attendants who have successfully qualified for the LOD/O program for reference in bid awards and pairing assignments will not be used, construed, or interpreted to establish separate seniority lists or permanent position assignments. A Flight Attendant who has successfully qualified in more than one LOD/O category will have each LOD/O identifier likewise placed by her/his name.

## **H. GENERAL**

1. A Flight Attendant who no longer wishes to participate in the LOD/O program shall give the Company ninety (90) days written notice, except that a sixty (60) day written notice by a Flight Attendant will be honored where domicile staffing levels, as determined by the Company, are sufficient to allow it.
2. Notwithstanding the above, a LOD/O qualified new hire Flight Attendant may be required to remain in the LOD/O program during her/his first eighteen (18) months of service.
3. Once a Flight Attendant has left the LOD/O program, she/he shall not be required to perform LOD/O duties, unless she/he voluntarily re-enters the program as provided in Paragraph I, below. Notwithstanding the above, in the case of a lack of qualified LOD/O Flight Attendants, the Company may assign the LOD/O qualified Flight Attendants from the domicile to the LOD/O program for a period of time not to exceed ninety (90) days. Such assignment shall be made by inverse order of seniority.
4. A Flight Attendant involuntarily assigned into the LOD/O program in accordance with Paragraph H.3., above shall be entitled to receive LOD/O premiums for all trips flown (LOD/O and non-LOD/O) during the period of such involuntary assignment.
5. The Company will provide the MEC President with a monthly roster by name, separated by language and domicile, of each Flight Attendant in the LOD/O and LIP programs.

## **I. VACANCIES**

1. LOD/O vacancies will be posted and filled in accordance with the provisions of Section 22, Filling of Vacancies. LOD/O qualified Flight Attendants from any domicile will be eligible to bid on the LOD/O vacancy.



2. If the utilization of LOD/O Flight Attendants varies due to seasonal flying, the Company shall post seasonal LOD/O positions with a specified duration. Such LOD/O vacancies will be posted and filled in accordance with the provisions of Section 22, Filling of Vacancies. A Flight Attendant who is awarded a seasonal LOD/O position will remain in the awarded LOD/O position for the posted duration and at the end of the duration return to a non-LOD/O Flight Attendant position in the domicile she/he was based prior to the LOD/O assignment or any domicile to which she/he could have been transferred during such absence. At the end of the season, any non-seasonal LOD/O may opt out of the LOD/O program, if there is a seasonal LOD/O Flight Attendant qualified in that language who wishes to remain and fill the non-seasonal LOD/O position in seniority order.
  3. In the event the Company opens a new domicile or satellite domicile, a LOD/O Flight Attendant will be eligible to exercise her/his seniority to bid such domicile and shall be awarded vacancies in accordance with her/his system seniority. A LOD/O Flight Attendant who has not fulfilled her/his applicable minimum LOD/O commitment period is covered by this Paragraph only if her/his language qualification is needed in the new domicile.
  4. Upon leaving the LOD/O program, a Flight Attendant shall return to her/his position in the domicile she/he was based prior to the LOD/O assignment or any domicile to which she/he could have been transferred during such absence.
- J. All applicable provisions of this Agreement and any related Side Letters included in this Agreement shall apply to LOD/O Flight Attendants except as specifically modified in this Section.

**K. LANGUAGE INCENTIVE PROGRAM (LIP)**

1. A Flight Attendant who is fluent in a foreign language, but is not in the LOD/O program for that language, may, upon passing the Company's language test enter the LIP program.
  - a. The testing guidelines will be the same as the LOD/O guidelines.
  - b. All Flight Attendants already qualified in a language(s) may enter into the LIP program without testing.

- c. A LIP Flight Attendant may withdraw from the program provided she/he submits a thirty (30) day notice to the Company.
- d. A LIP Flight Attendant will not be required to fill a LOD/O position based solely on her/his language skills.
- e. A LIP Flight Attendant may be awarded a LOD/O position from Company open time. LOD/O positions will be processed before non-LOD/O trips in the following order:
  - i. The most senior Flight Attendant in the LOD/O language for that position.
  - ii. The LOD/O Reserve available to take the pairing.
  - iii. The most senior Flight Attendant in the LIP program for that language.
  - iv. The most senior non-LOD/O Flight Attendant pursuant to the provisions of this Agreement.
- f. If a LIP Flight Attendant is awarded a LOD/O position, a LIP Flight Attendant shall be required to remain in that position and utilize her/his language skills to fulfill the duties of the LOD/O position. A LIP Flight Attendant once awarded a LOD/O position cannot be displaced from that position. A LIP Flight Attendant may swap with another LIP or LOD/O Flight Attendant, provided both Flight Attendants are in the LOD/O position for that language.
- g. A LIP Flight Attendant will not be awarded a LOD/O line in her/his LIP qualified language unless her/his seniority as a non-LOD/O Flight Attendant would otherwise entitle her/him to hold the line per Paragraph G., above.
- h. A LIP Flight Attendant, qualified in the language specified for the LOD/O position will be paid one dollar and fifty cents (\$1.50) per hour on any pairing/segment on which she/he fills the LOD/O position in the absence of a qualified LOD/O.

- i. A LOD/O Flight Attendant may enter the LIP program in another language(s) by passing the test in the other language and be subject to the provisions of this Paragraph.
- j. A LIP Flight Attendant who is also a LOD/O Flight Attendant will be required to fulfill LOD/O flying in her/his LOD/O language as specified Paragraph E.9., above, before LIP pairings, unless otherwise permitted by Crew Scheduling.

## **SECTION 16 - DEADHEADING**

- A. A Flight Attendant required by the Company to deadhead shall receive full pay and credit based on scheduled block time or actual flight time, whichever is greater. Additionally, all premiums will apply to the deadhead.
- B. A deadheading Flight Attendant shall be entitled to per diem as set forth in Section 4, Expenses.
- C. A deadheading Flight Attendant will be provided Crew Movement Must Ride authorization for both scheduled and unscheduled deadheads.
- D. Provided the duty day limitations are not exceeded, unscheduled deadheads will be on the next scheduled Company or wholly owned US Airways Express flight unless seats are available on a non-wholly owned US Airways Express flight which will arrive sooner. Once the deadhead is booked, a Flight Attendant will not be removed from any flight. If the Company agrees to place pilots on non-wholly owned US Airways Express Flights even if seats are not available at the time of booking, such provisions will be extended to Flight Attendants.
- E. In the event off-line air transportation is used for deadheading, a deadheading Flight Attendant shall be paid and credited in accordance with Paragraph A., above. Flight Attendants will be required to deadhead only on FAR Part 121 certificated scheduled air carriers.
- F. A deadheading Flight Attendant must be in uniform or wear the normal non-revenue attire applicable to the class of service, except the Flight Attendant may not wear shorts, undershirts, or t-shirts with slogans.
- G. **INTERNATIONAL DEADHEAD**
  - 1. A Flight Attendant scheduled to deadhead on an international flight will be provided with a non-smoking seat, unless otherwise specifically requested by the Flight Attendant and a smoking section is provided, in the coach/economy section of the aircraft, unless upgraded to business class in accordance with Paragraph L.5., below.
  - 2. A Flight Attendant required to take an unscheduled deadhead on an international flight will be provided a non-smoking seat, if one is available, or unless otherwise specifically requested by the Flight

Attendant and a smoking section is provided, in the coach/economy section of the aircraft, unless upgraded to business class in accordance with Paragraph L.5., below.

#### **H. DEADHEAD TO FIRST LIVE LEG OF A PAIRING**

A Lineholder who is scheduled to deadhead on the first leg of a pairing may elect to be released from such deadhead and join the pairing at the first live leg. A Flight Attendant electing this option shall:

1. Notify Crew Scheduling at least two (2) hours prior to the scheduled departure of the deadhead;
2. Notify Crew Scheduling by telephone upon arrival at the downline station;
3. Be ready to receive passengers on the first live leg according to the provisions of Section 11, Hours of Service;
4. Be paid and credited for the deadhead as if the Flight Attendant had flown the deadhead;
5. Be paid per diem and duty rig as if the Flight Attendant had flown the deadhead; and
6. Contact Crew Scheduling as soon as possible when encountering any unanticipated delays which would affect her/his arrival at the downline station.
7. A Reserve who has been released consistent with the parameters of Section 12 Reserve may utilize the provisions of this Paragraph H.

#### **I. DEADHEAD TO DOMICILE ON LAST LEG OF A PAIRING**

1. A Lineholder scheduled to deadhead on the last leg of her/his pairing may choose not to take the deadhead. The Lineholder shall notify Crew Scheduling of her/his election prior to the scheduled deadhead.
2. A Reserve scheduled to deadhead on the last leg of her/his pairing may choose not to take the deadhead, provided that she/he is available for her/his subsequent Reserve assignment.

3. A Flight Attendant who elects not to take a deadhead will be paid and credited for the originally scheduled deadhead portion as if the Flight Attendant had flown the deadhead. Per diem and duty rig will be paid as if the Flight Attendant had flown the deadhead.
  4. A Flight Attendant scheduled to work the last leg of her/his pairing may trade with a Flight Attendant scheduled to deadhead on such flight, provided the Flight Attendants notify Crew Scheduling, and the flight will not take a delay to accomplish the change. Each Flight Attendant accepting the trade must be legal to accept such flight assignment. The Flight Attendant who was originally scheduled to work the flight will be paid as if she/he had worked such flight.
- J. A Flight Attendant who elects to take an on-line flight other than her/his scheduled deadhead flight shall travel on a space-available basis.

**K. SURFACE TRANSPORTATION**

1. Except as provided in Paragraph K.2., below, a Flight Attendant required by the Company to surface deadhead between airports shall receive pay and credit for travel time in accordance with Paragraph A, above, which shall be determined by dividing the American Automobile Association miles between the applicable airports by forty (40). A Flight Attendant may request additional pay in cases of extraordinary delays during surface deadheads by submitting a pay exception form. However, in no instance will a Flight Attendant be credited with less time than a pilot for the same airport combination. Surface deadhead means:
  - a. Company required ground transportation of a Flight Attendant between two (2) airports without an intervening layover;
  - b. Company required ground transportation of a Flight Attendant between a hotel and an airport that is more than fifty (50) American Automobile Association miles apart; or,
  - c. Company required ground transportation of a Flight Attendant between a hotel and an airport when the Flight Attendant flies into one airport and out of another.
2. A Flight Attendant required by the Company to surface deadhead between airports which are included in the Ground Transportation

Chart below shall be paid and credited as provided in the chart and such times shall be used for purposes of duty time calculations. The Company shall meet and confer with the Union regarding the applicable flight time credit for travel between airports in the same metropolitan area which are not included in the Chart. If the parties are unable to agree to the pay and credit, the matter shall be submitted to Expedited Arbitration pursuant to Section 31.D. Grievance for a determination. The arbitrator's award shall govern any travel being grieved and all future instances of travel between the two airports. However, in no instance will Flight Attendants be credited with less time than pilots for the same airport combination.

City Pairs	Duty Time
DCA-IAD	1:15
DCA-BWI	1:15
EWL-LGA	1:30
FLL-PBI	1:00
IAD-BWI	1:45
JFK-EWR	2:00
LAX-BUR	1:15
LAX-ONT	2:15
LAX-SNA	2:00
LGA-JFK	1:30
LGB-SNA	1:00
MIA-FLL	1:45
MIA-PBI	2:00
ORD-MDW	2:00
SEA-BFI	:45
SFO-OAK	1:00
SFO-SJC	1:00

3. For the purpose of scheduling release, report and connection times, a surface deadhead will be treated as if it were a flight deadhead, including the normal check-in and check-out times applicable to the flight deadhead. A Flight Attendant may call Crew Scheduling to revise her/his release time if the actual release exceeds the schedule release time. Such additional time shall be used to adjust her/his rest and in calculating her/his trip and duty rigs.
4. All premiums and per diem will apply to surface transportation.

5. A Flight Attendant will not be required to drive a vehicle when surface deadheading. Only when alternate transportation is not available will a Flight Attendant be required to surface deadhead with passengers.

## **L. BOARDING PASSES AND SEAT ASSIGNMENTS**

1. Scheduled deadhead boarding passes shall be prepared sufficiently in advance of scheduled departure and made available at the gate.
2. At the time trip pairings are published, the Company shall book all scheduled deadheads in aisle and window seats, if available. However, in no case will such seat assignments be in non-reclining seats unless no other seats are available at the time of booking. This Paragraph is not intended to displace a passenger already holding a seat assignment when the scheduled deadhead seats are booked. The provisions of this Paragraph shall only apply to flights on which the Company provides advance seat assignments for passengers or deadheading flight crew members.
3. For deadheads that are not scheduled in advance, at the time of departure every effort shall be made to seat deadheading Flight Attendants in window and aisle seats, with reclining seats. This Paragraph is not intended to displace a passenger already holding a seat assignment or to preclude an agent from assigning a seat to a revenue passenger(s) prior to the arrival of a deadheading Flight Attendant to the gate.
4. A deadheading Flight Attendant may pre-board the aircraft or board immediately if boarding has commenced. Prior to pre-boarding, a deadheading Flight Attendant shall leave her/his boarding pass with the gate agent. In the event overheads bins are full, a deadheading/commuting Flight Attendant in uniform shall have her/his bag(s) valet checked. The bags shall be off loaded before checked baggage and brought to the aircraft door upon arrival.
5. A deadheading Flight Attendant attired either in uniform or in accordance with the dress code required for First or Business Class non-revenue employee travel shall be eligible for upgrade from coach on a space-available basis in order of time of check-in. The deadheading Flight Attendant's boarding priority for first-class upgrade shall be PS2B or its equivalent. In no case shall Flight



Attendants have a less favorable boarding priority than other flight crew members.

- M. A Flight Attendant who becomes sick or injured on a trip and is unable to complete her/his trip will be provided Crew Movement Must Ride on-line travel or on US Airways Express carriers whose inventory is controlled by the Company, on the first flight to the Flight Attendant's domicile. At the Flight Attendant's option, she/he will be provided Space Positive on-line travel or on US Airways Express carriers whose inventory is controlled by the Company, to her/his residence. 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.
- N. To avoid a delay or cancellation, a deadheading Flight Attendant may be required to work the flight, instead of deadheading, if the Flight Attendant scheduled to work the flight is unavailable and there is inadequate time to utilize the order of assignment procedures specified in Section 12, Reserve. Any such assignment shall be in inverse order of seniority among all deadheading Flight Attendants on the segment unless a more senior Flight Attendant volunteers.
- O. If Flight Attendants experience repeated difficulties associated with deadheading or surface transportation, the Union may notify the Vice President of InFlight, or a designee, of the Union's desire to convene an ad hoc Deadheading Committee comprised of Company and Union representatives to investigate the perceived difficulties and report back to the Company and the Union on the Committee's findings and recommendations, if any.

## SECTION 17 - COMMON DOMICILES

- A. The DCA domicile as defined in Section 2, Definitions shall, in addition to Washington National Airport (DCA), include Dulles International Airport (IAD), and shall be a common domicile.
- B. When a Flight Attendant is scheduled out of one airport and into another airport serving the aforementioned common domicile, such Flight Attendant will be paid and credited as specified below:

DCA - IAD                      1:15

- C. Duty time calculations for transportation between the airports specified above will be as specified in Section 16 Deadheading, Paragraphs K.2 and K.3. If pilots are provided greater pay and credit for transportation between airports in common domiciles, such provisions will be extended to Flight Attendants.
- D. All premiums and per diem will apply to such surface transportation.
- E. In the event that transportation is not available within the limits described in Paragraph F below and it is anticipated that such transportation will not be available to depart for a period in excess of four (4:00) hours, lodging shall be provided in accordance with Section 6, Crew Accommodations, and will continue until such transportation is available.
- F. A Flight Attendant whose trip originates at one (1) airport and terminates at another airport at her/his common domicile shall be furnished transportation one (1) way between one (1) airport and the other, at her/his option (“reversing the limo”). When transportation is not provided by the Company within thirty (:30) minutes and such transportation does not leave within forty-five (:45) minutes after the Flight Attendant arrives at the airport and reports to the limousine pick up area, such Flight Attendant may use any other available means of ground transportation between one (1) airport and the other and may claim reimbursement for expenses for such transportation on the regular Company expense account form and shall be reimbursed.
- G. In the event that the DCA and IAD domicile become separate and independent domiciles, as defined in Section 2, Definitions, this Section shall cease to be effective on such date as applied to such Domicile.

- H. The Company shall provide paid employee parking in accordance with Section 4, Expenses or reasonable reimbursement for parking at each airport in the common domicile location.
  
- I. The Company shall only utilize this Section for actual pairing construction and shall not reroute a Flight Attendant, without her/his consent, to a pairing, or portion thereof, which reports at or releases from a domicile co-terminal airport other than the airport to which the Flight Attendant was originally scheduled to report or release. In the event of a diversion to an airport in the Flight Attendant's common domicile, the provisions on surface transportation as specified in Deadheading, Section 16.K, shall apply.

## **SECTION 18 - CHARTERS**

- A. Charters known before the completion of pairing construction will be built into pairings at a domicile in accordance with Section 11 and will be governed by the rules applicable to pairings at a domicile. Such charter shall be known as a “Domicile Charter.” All Domicile Charters shall be identified as a charter in the bid package and open time.
- B. Charters not built into pairings at the time of line construction shall be designated as “System Charters.” A System Charter shall begin and end in the same Flight Attendant domicile.
- C. All System Charters shall be posted for bid at every Flight Attendant domicile. All Flight Attendants shall be given the opportunity to bid such trips and bids shall be awarded in accordance with system seniority and qualifications on the equipment to be utilized.
- D. All System Charters shall be posted for bid as far in advance as possible. System Charter bids shall be accepted up to 1100 Eastern Standard/Daylight Savings Time (EST/EDT), two (2) days prior to the operation of the System Charter. Any reference in this Section to 1100 EST/EDT and 1400 EST/EDT will refer to two days prior to the operation of such System Charter. If a System Charter becomes known too late to be awarded via the above stated process, the Company shall consult with the MEC President regarding a process to award the trip.
- E. **BID AND AWARD PROCESS**
  - 1. When bidding a System Charter, a Flight Attendant will indicate her/his preference of System Charters and positions to the Crew Scheduler or submit them electronically. The Crew Scheduler shall award System Charter positions based on a Flight Attendant’s system seniority and position preference between the hours of 1100 EST/EDT and 1400 EST/EDT. A Flight Attendant who bids a System Charter will be available by telephone between the hours of 1100 EST/EDT and 1400 EST/EDT to receive her/his award. The Crew Scheduler will, upon request, supply a Flight Attendant who is offered a Charter the names of all Flight Attendants who have been awarded that Charter. The Company shall establish a toll free number accessible domestically and internationally for the Flight Attendants to use to call Crew Scheduling. Position selection shall be in accordance with Section 10.S, Scheduling.

2. Notwithstanding the above, a Flight Attendant who will not be available by telephone must indicate "sign in - will call" on her/his bid and may either call back by 1400 EST/EDT to receive her/his award or verify receipt of the assignment online by 1400 EST/EDT. After 1400 EST/EDT or completion of awards, whichever is later, open positions shall be filled by the next senior Flight Attendant.
3. In the event the Flight Attendant is working, she/he must indicate "sign in - will call" on her/his bid and must call back by 1400 EST/EDT or upon arrival at the next down line station after 1400 EST/EDT to receive her/his award.
4. If a Flight Attendant is unable to fly the System Charter and it is more than two hours (2:00) prior to scheduled departure, the Company shall attempt to contact the next Flight Attendant(s) who has bid the System Charter in order of seniority, providing there is adequate time for the Flight Attendant to report for duty one hour (1:00) domestic/one hour and thirty minutes (1:30) international prior to scheduled departure. If any Flight Attendant who has bid the System Charter cannot report one hour (1:00) domestic/ one hour and thirty minutes (1:30) international prior to scheduled departure, a Reserve shall be offered or assigned the System Charter. If the System Charter remains uncovered two (2:00) hours prior to scheduled departure, or becomes available within two (2:00) hours of scheduled departure, the charter will be assigned in accordance with Section 12.K.3.

## **F. CHANGES TO CHARTERS**

If for any reason a scheduled System Charter or pure Domicile Charter changes, a Flight Attendant has the option of accepting the trip or passing the trip without prejudice.

1. Once such a charter originates and a change of routing is required, a Flight Attendant has the option of being released from the trip, time permitting.
2. When such a charter originates and a change of routing is required to either pick up or drop off additional passengers, a Flight Attendant shall be paid and credited an additional minimum duty period.

3. In the event a Flight Attendant has signed in and/or the charter has originated and the value of the charter reduces or is canceled, the Flight Attendant may claim the original value of the charter.

#### **G. PASSES TO AND FROM SYSTEM CHARTER**

1. A Flight Attendant who has been awarded a System Charter shall have sufficient notice to allow him/her time to deadhead from her/his domicile to the city where the System Charter originates. At her/his option, a Flight Attendant shall receive a Crew Movement Must Ride Authorization pass to the point of origination of the charter or to the point where the first live segment is scheduled to originate, with full pay as published in the System Charter posting. Such Flight Attendant shall also receive a Crew Movement Must Ride Authorization pass back to her/his domicile from either the point where the charter terminates or from the point where the last live segment terminates. A Flight Attendant awarded a System Charter is not required to deadhead to or from her/his domicile and has the option to meet the System Charter at the first live segment. She/he will be released after the last live segment with full pay as published in the System Charter posting. A “live segment” shall be a flight which has a passenger(s) on board.
  2. The Flight Attendants’ System Charter pass privileges shall be no less favorable than those afforded to other crewmembers.
- H. When a Flight Attendant has been awarded a System Charter, she/he will be released from any conflicting trip(s.) At her/his option, a Flight Attendant, any time after she/he has reported for a System Charter, shall not be responsible for any awarded pairings remaining in her/his line at the time of the System Charter award. Such Flight Attendant is required to meet her/his line value at the time she/he dropped trips pursuant to this Paragraph, however she/he may use other trip drop/trade provisions of this Agreement.
- I. A System Charter may only be traded for another System Charter. If a Flight Attendant cannot fly a System Charter, the Flight Attendant may contact the Company and the Company will offer the charter to the next most senior Flight Attendant(s) who bid for the System Charter, if time permits.
- J. All applicable provisions of this Agreement and any related Side Letters included in this Agreement shall apply to Domicile and System

Charters except as specifically modified in this Section.

## **SECTION 19 - CIVIL RESERVE AIR FLEET (CRAF)**

- A. The term CRAF means all flight operations conducted in support of the Civil Reserve Air Fleet (CRAF) program during activation in accordance with agreements between the Company and the Department of Defense covering operations of Company aircraft, including all deadhead and ferry flights relating to such operation. All applicable provisions of this Agreement and any related Side Letters included in this Agreement shall apply to CRAF flying except as specifically modified in this Section. In the event other flight crew members receive additional compensation for non-CRAF military charters, the provisions of Paragraph B.1 below shall apply.
- B. Compensation/Expenses
1. In addition to International pay as provided in Section 3., where applicable, Flight Attendants engaged in the CRAF operation shall receive an additional override of five dollars (\$5.00) for each hour while participating in the aero medical CRAF operation, or three dollars (\$3.00) per hour while participating in CRAF troop movements.
  2. As an exception to the minimum guarantee provided in Section 3, each Flight Attendant who holds a Regular or Reserve CRAF line pursuant to Paragraph F.1., below, shall receive a minimum guarantee of eighty (80) hours pay for each month. A Flight Attendant who voluntarily gives up a pairing(s) to reduce her/his line below eighty (80) hours will have her/his guarantee reduced accordingly.
  3. If a CRAF pairing is rescheduled, a Flight Attendant shall receive the greater of the scheduled or actual pay and credit for the pairing.
  4. If required to remain on duty with CRAF passengers at originating, intermediate and terminating stations, Flight Attendants will be paid twelve dollars (\$12.00) per hour or fraction thereof when participating in the CRAF aero medical operation, or ten dollars (\$10.00) per hour or fraction thereof while participating in CRAF troop movements for all time in excess of thirty (30) minutes before departure and thirty (30) minutes after arrival.

### **Example 1**

At an originating station, a Flight Attendant is required to remain on duty while troops begin boarding at 0700 until the flight



departs at 0735. The Flight Attendant is entitled to ten dollars (\$10.00).

**Example 2**

At an originating station, a Flight Attendant is required to remain on duty while troops begin boarding at 0900 until the flight departs at 1001. The Flight Attendant is entitled to twenty dollars (\$20.00).

**Example 3**

A CRAF flight from CLT makes an intermediate stop in CDG. A Flight Attendant is required to remain on duty with the CRAF passengers from 1000 until the aircraft depart at 1029. The Flight Attendant is not entitled to additional pay. If the same flight would have departed at 1031, the Flight Attendant would be entitled to ten dollars (\$10.00).

5. In addition to the International or Domestic per diem as provided in Section 4.A., Expenses, Flight Attendants will be provided an override of twenty-five (\$.25) cents per hour for all hours while serving in the CRAF Operation. In the event the Company increases the override provided to Pilots, such increased override will be extended to Flight Attendants.

**C. STAFFING**

All CRAF operations shall be staffed in accordance with the chart below. Should the Company contract to provide CRAF services utilizing aircraft other than aircraft specified below, the Company and the Union will meet and discuss the appropriate crew complements and crew rest seats for such services. In no event shall staffing be less than five (5) Flight Attendants for Aeromedical CRAF service. Any LOD/O Flight Attendants shall be in addition to the staffing specified in the chart below. Additional staffing may be utilized as determined by the Company.

Aircraft Type	Duty Period Scheduled up to 14 hours	Duty Period Scheduled over 14 hours but less than or equal to 18 hours	Duty Period Scheduled over 18 hours but less than or equal to 20 hours	Duty Period Scheduled over 20 hours*
B757/767 Troop Movement	6	7	9	10
A330 Troop Movement	9	10	12	13
767 Aero medical	5	6	8	8
A330 Aero medical**	8	9	11	11

\*If a Flight Attendant is scheduled to work all flights in a duty period scheduled over twenty (20) hours, i.e. no deadheads or ferry flights, the Company may reduce check-in time on the pairing in order to reduce the duty period to under scheduled twenty (20) hours. If the Company does so, the Flight Attendant will be paid as if she/he checked in at normal check-in times.

\*\*The A330 is currently not committed to CRAF under aeromedical operations. This is included only in the event the A330 is added for aeromedical operations.

#### **D. CRAF PREFERENCE LIST**

1. In anticipation of the emergency nature of the CRAF operation, the Company shall keep on file a currently effective CRAF Preference List which shall include, in order of system seniority, all Flight Attendants desiring to fly the CRAF operation. This list shall be available for repreferencing within sixty (60) days of Date of Ratification of this Agreement, and this list shall be kept up to date by repreferencing on September 1st of every succeeding year. Any Flight Attendant on the System Seniority List who requests during repreferencing will be added to the CRAF Preference List. A Flight Attendant will stay on the CRAF Preference List until she/he requests removal of name from the CRAF Preference List at any time by giving thirty (30) days written notification.
2. Vacancies will be filled in accordance with the following:
  - a. In the event there are insufficient volunteers, the Company will repost the CRAF vacancies.
  - b. If there are still insufficient volunteers, the Company will assign those supervisors, available training instructors and other management personnel to the CRAF Preference List, who are qualified and current and whose names appear on the Flight Attendant System Seniority List.
  - c. If there are still insufficient volunteers, the Company and the Union will meet and discuss how to resolve the issue. If the parties are unable to resolve this issue, the parties agree to submit the issue to expedited interest arbitration pursuant to Section 31.D., for final and binding resolution by a neutral. The award must contain some procedure for filling the unfilled

vacancies. This resolution will be applied to all future instances of insufficient bidders. If the arbitration award has not been issued or the award cannot reasonably be implemented prior to CRAF activation, the Company may fill vacancies by assignment in reverse seniority order until such time as the award becomes effective.

- d. The minimum number of sufficient volunteers on the CRAF Preference List will be determined by multiplying the total number of aircraft subject to CRAF activation, times the Flight Attendant crew complement as specified in Paragraph C., above, for such aircraft while in CRAF service, times the number of crews per aircraft as specified in the agreement between the Company and the Air Mobility Command.
- e. In the event there are sufficient volunteers later in the operation, the Company supervisors, training instructors and management personnel serving in the CRAF operation will be removed from the CRAF Preference List and CRAF Active Lists no longer permitted to fly CRAF flights.

#### **E. CRAF ACTIVATION AND TRAINING**

1. Upon activation of CRAF, the Company will determine the number of CRAF Flight Attendants needed to staff CRAF, which shall be at least the minimum number of Flight Attendants specified in Paragraph D.2.d., above. The Company shall offer CRAF and equipment qualification training for Flight Attendants selected, in order of system seniority, for CRAF activation. The Company will begin training no later than seventy-two (72) hours after CRAF is activated by Air Mobility Command and will continue to offer training in system seniority order until all selected unqualified CRAF Flight Attendants have been trained.
2. Once trained and equipment qualified for CRAF operations, a Flight Attendant will be placed on the CRAF Active List and shall be able to bid for pairings or lines of flying pursuant to Paragraph F.1, below.
3. A Flight Attendant while on vacation, approved leave of absence, sick leave or on OJI, will not be required to attend CRAF training until the completion of her/his vacation, leave or OJI, except that a Flight Attendant at her/his option may cancel vacation in order to attend training or may attend training during her/his vacation and

receive training pay in addition to her/his vacation pay. A Flight Attendant on a leave of absence may, upon request, attend CRAF training, if approved in advance by the InFlight Department.

4. Supervisors, training instructors, or other management personnel will follow all provisions of this CRAF Section and all hours of service and scheduling provisions of the Flight Attendant Agreement, without waiver unless authorized by the Union, while assigned to the CRAF operation. While assigned to the CRAF operation, such supervisors, training instructors, or other management personnel shall be prohibited from acting in a supervisory capacity.
5. Travel between the Company's CRAF Operation and the Flight Attendant's domicile shall be "Crew Movement-Must Ride". If Crew Movement-Must Ride or space positive authorization travel is provided for pilots to/from their residence for CRAF operations, the same provisions will be extended to Flight Attendants.
6. When a CRAF pairing ends with a deadhead flight, a Flight Attendant may elect to take any available ferry flight instead of her/his scheduled deadhead. The Flight Attendant shall receive pay, credit and per diem as if she/he flew the original deadhead flight. On deadhead flights to and from CRAF assignments, a Flight Attendant(s) will be allowed to upgrade to Business Class in accordance with Section 16., Deadhead.
7. A Flight Attendant awarded a CRAF pairing has the option to meet the CRAF pairing at the first live segment and is not required to deadhead or ferry to or from her/his domicile. She/he will be released after the last live segment with full pay, credit, and per diem as published in the CRAF posting.

## **F. FLIGHT ASSIGNMENTS**

1. Pairing and Line Construction/Awards
  - a. The Company will construct pairings that consist solely of CRAF flight segments, including any deadhead or ferry flights.
  - b. Line Awards

- i. The Company will construct CRAF lines if such flying is known and firm at the time of bid line construction.
  - ii. Such lines shall consist of pure CRAF flying.
  - iii. Bid line awards in the CRAF operation will be in accordance with system seniority.
  - iv. Any CRAF pairing which remains unawarded at the completion of the bid line award will be placed on the appropriate CRAF List for Daily and Future processing.
2. Post Line Pairing Assignments
  - a. Pairings that become known after line construction will be awarded on a single pairing basis in accordance with Section 18., Charters. CRAF pairings shall be processed prior to system charters.
  - b. A Flight Attendant shall receive all the protections specified in Section 18., Charters, as if the CRAF pairing was a system bid charter.
  - c. A CRAF pairing may only be traded for another CRAF pairing.

## **G. DUTY TIME/CREW REST**

1. Duty Time and Rest provisions provided in the applicable FARs will apply to CRAF pairings. CRAF flying will be scheduled in accordance with Section 11.C. At the Flight Attendant's option, the twenty-four (24) hours may be taken out of domicile. However, as an exception to Section 14, International (duty limitations), the two (2) flight segments restriction shall be waived for CRAF Operations only.
2. Unless not feasible in the aeromedical evacuation configuration, crew rest seats will be provided for Flight Attendants on all CRAF flights exceeding eight (8) hours of total flight time in a duty period or any CRAF flights where pilots are provided crew rest seats.
3. Crew rest seats will be provided as follows: On all CRAF flights exceeding eight (8) hours of total flight time in a duty period, crew

seats will be as provided in Section 14.N., International. On B767 troop movement flights for CRAF or military charters scheduled over fourteen (14) hours, two (2) Business Class crew rest seats in addition to at least one (1) seat in Economy will be provided. On A330 troop movement flights for CRAF or military charters scheduled over fourteen (14) hours, there will be two (2) Business Class crew rest seats in addition to at least two (2) seats in Economy. For aeromedical flights, at least one Economy crew rest seat will be designated for Flight Attendant crew rest.

4. When a crew is required to work all flights in a duty period, i.e., the duty period does not consist of any deadhead/ferry flying, the Company will have procedures in place that will incorporate designated rest periods for crewmembers to ensure adequate rest. For duty periods scheduled over fourteen (14) hours, adequate rest shall mean no less than two (2) hours per Flight Attendant.
5. If the Company overnights (RON) crews during CRAF operations, overnight rest periods for Flight Attendants will be the same as for pilots.
6. Upon completion of a CRAF pairing, a Flight Attendant shall, upon request, receive a minimum of twenty-four (24) hours free from all duty prior to commencing another CRAF pairing.
7. Flight Attendants will stay in the same hotel as the pilots.

## **H. INSURANCE BENEFITS**

1. Any Flight Attendant who dies while in CRAF service, or who dies within a twenty-four (24) month period subsequent to her/his CRAF service from a cause which arises out of her/his CRAF service, shall have a death benefit payable to her/his beneficiary as designated by the Flight Attendant under the Life Insurance Plan. This death benefit shall be in an amount which, when combined with the benefit payable under the Life Insurance Plan's Company-paid Basic Life Insurance, yields a combined gross benefit of \$500,000. Coverage will be provided on a "Trip Hour" basis while engaged in CRAF flying, including any segment(s) rescheduled to commence CRAF operations.
2. Any Flight Attendant who dies in an accident, loses limb(s) or sight as the result of an accident while in CRAF service, or within a twenty-four (24) month period subsequent to her/his CRAF

service from an accident occurring during her/his CRAF service, shall have a benefit payable to her/his beneficiary as designated by the Flight Attendant under the Life Insurance Plan in the event of death, or to the Flight Attendant herself/himself, in the event of loss of limb or sight. The death benefit shall be in the gross amount of \$500,000. The benefit payable for loss of limb(s) or sight shall be \$500,000. Benefits provided pursuant to this Paragraph shall be paid in lieu of the Company paid Accidental Death and Dismemberment Insurance provided in accordance with Section 26.D.

3. Irrespective of any war limitation language that may be included in any Company Group Medical or Insurance program, the Company will ensure that the equivalent medical benefits will be payable in the event of claims arising from CRAF operations. Coverage will be provided on a "Trip Hour" basis.
4. In the event a Flight Attendant becomes missing while engaged in the CRAF operation, the combined \$1,000,000 death benefits as provided for in Paragraphs 1. and 2., above, shall be paid upon the expiration of a twenty-four (24) month period, if such Flight Attendant is still missing and her/his whereabouts are still unknown. The combined \$1,000,000 benefits will be paid prior to that time if the death of such missing flight attendant is established.
5. An insurance briefing package will be provided to all CRAF Flight Attendants which will include a beneficiary designation form.

## **I. GENERAL**

1. The parties agree to review the terms and conditions of this Section within thirty (30) days of the initiation of the Company's CRAF Operation and prior to the commencement of each month thereafter.
2. Crew meals and bottled water from a military in-flight kitchen, or from a commercial caterer, shall be provided to Flight Attendants engaged in CRAF operations for each CRAF flight segment and for all ground time scheduled in excess of two (2) hours. Such meals shall be the same as those provided the Pilots.
3. The Company may conduct CRAF training within a scheduled duty period. Any ground school training will be paid in accordance with Section 29.E.

4. The Company shall insure that all Flight Attendants, upon completion of CRAF training, shall receive appropriate security clearances and restricted area identification, including, but not necessarily limited to, the Geneva Convention Identity Card (DD Form 489), prior to entering the restricted area.
5. All Flight Attendants shall be provided with full intelligence/safe passage briefings prior to operating any CRAF pairing.
6. In no event will a Flight Attendant be involuntarily assigned to a CRAF segment which is operated in unsafe airspace or into an unsecured airfield.
7. Additional latex gloves and barrier masks will continue to be provided on CRAF flights.
8. Should a Flight Attendant member be injured or become ill while in performance of CRAF duties, she/he shall be entitled to appropriate aero medical evacuation.
9. On ferry flights, Flight Attendants will not be required to perform duties other than normal departure and arrival procedures to include assuming assigned jumpseat position, arming/disarming doors, etc.
10. The parties recognize that some Flight Attendants have obligations in the armed forces of the United States and any assignments made to the Company's CRAF Operation would be subject to such restrictions required by the CRAF contract(s).
11. The Company shall ensure that proper environmental protective equipment, treatment, and training will be provided for all Flight Attendants to the extent necessitated by the operations, e.g., chemical gear, antidotes and inoculations.
12. Flight Attendants who participate in a CRAF assignment will not suffer a loss of benefits, or receive diminished benefits, as a result of the CRAF assignment.
13. A Flight Attendant while assigned to the Company's CRAF Operation shall be permitted to bid on any vacancies e.g., domicile, LOD/O.



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## **SECTION 20 - SENIORITY**

- A. Seniority as a Flight Attendant shall be based upon the length of service as a Flight Attendant with the Company.
- B. Seniority for competitive bidding among Flight Attendants and for passes shall begin on the first (1st) day of initial training or, where applicable, on the adjusted seniority integration date (SID) as determined during the seniority integration process. The seniority of Flight Attendants employed on the date of ratification of this Agreement shall be as set forth in the seniority list as furnished by the Union to the Company pursuant to the Transition Agreement dated January 19, 2006. The parties accept this Seniority List as correct. Such seniority will continue to accrue except as provided in Paragraphs G. and H., below.
- C. The order of seniority of Flight Attendants who begin training on the same date will be determined by the Flight Attendants' date of birth, with the oldest Flight Attendant being placed first on the Seniority List except that Company employees transferring from another department will be first in seniority within their training class. When there is more than one such Company employee in a class, their relative seniority will be established on the basis of Company date of hire, with the Company employee with the earliest Company date of hire being placed first on the Seniority List. Nothing herein shall give a transferring Company employee greater seniority than a Flight Attendant with an earlier date of hire as a Flight Attendant nor to change the relative seniority of Flight Attendants employed prior to the effective date of this Agreement.
- D. Longevity for compensation, vacation, and sick leave purposes shall begin to accrue from the date an employee is first employed by the Company as a Flight Attendant and shall continue to accrue during such period of employment, except as otherwise provided in this Agreement.
- E. Seniority shall govern all Flight Attendants in case of furlough, recall, vacation preferences, bidding rights and filling of vacancies.
- F. **SENIORITY LIST**
  - 1. The System Seniority List shall be revised to reflect each Flight Attendant's respective seniority as of January 1 and July 1 of each year and shall be posted on Wings and at each domicile within

thirty (30) days thereafter. This list will contain the name, Company ID number, seniority date and domicile of each Flight Attendant.

2. A Flight Attendant shall have thirty (30) days after the posting of such list in which to protest in writing to the Company any alleged omission or incorrect posting affecting her/his seniority on any such revised list, but such protest shall be confined strictly to error or change occurring subsequent to the posting of the prior System Seniority List.
  3. When a Flight Attendant is on vacation or an authorized leave of absence, e.g., medical, maternity, adoption, educational, sick leave, jury duty, etc., at the time the above list is posted, such Flight Attendant may protest any alleged omission or incorrect posting within thirty (30) days after her/his return to duty.
  4. The Company shall provide the Union via electronic means with the System Seniority List at the same time it is posted and notify the Union of any changes to this list as a result of protests filed by Flight Attendants as provided in this Paragraph F.
- G. A Flight Attendant whose service with the Company is permanently severed shall forfeit her/his seniority rights.

#### **H. TRANSFER TO NON-FLYING OR SUPERVISORY DUTIES**

1. **Non-Supervisory Position - Inflight and Related Departments**  
A Flight Attendant who transfers to a Company position which does not entail supervising Flight Attendants in the Inflight and related departments will retain and accrue seniority provided she/he complies with the requirements specified in Paragraph H.6., below. For this purpose, "Inflight and related departments" means the Inflight Department and departments responsible for Flight Attendant Training, Flight Attendant Administration, Catering Policies and Procedures and Flight Attendant Policies and Procedures. The Flight Attendant will continue to accrue longevity for the duration of her/his assignment.
2. **Supervisory Position**  
A Flight Attendant who transfers to a position with the Company which involves supervising Flight Attendants will retain and accrue seniority for a period equal to the Flight Attendant's years of service as a Flight Attendant, provided she/he complies with the

requirements specified in Paragraph H.6, below. Thereafter, the Flight Attendant will retain but not accrue seniority and will cease to be required to fulfill the requirements specified in Paragraph H.6, below. The Flight Attendant will continue to accrue longevity for the duration of her/his assignment. The timeline stated in this Paragraph H.2. will commence on the date of ratification of this Agreement for any supervisor on the seniority list as of the date of ratification.

3. Company Position – Different Department

A Flight Attendant who transfers to a different department shall be granted a leave of absence. Such leave of absence will be for the greater of ninety (90) days, or if applicable, the period of probation for an intra-company transfer within the new department. The Flight Attendant will accrue seniority for competitive bidding purposes and retain but not accrue longevity until the end of the leave of absence or her/his return to the Flight Attendant position, whichever comes first. Should the Flight Attendant not return to her/his Flight Attendant position during the leave of absence, she/he will be removed from the System Seniority List on the later of the ninety first (91st) day or the day after the last day of the applicable probationary period within the new department. For purposes of this Paragraph, the leave of absence period shall begin either on the first date the Flight Attendant begins training for work in the new department or on the date the Flight Attendant begins working in the new department, whichever is earlier.

4. Manager or Above Position - Inflight and Related Departments

a. A Flight Attendant who transfers from a non-Flight Attendant position or directly from a Flight Attendant position to a management position will have her/his seniority frozen after a period of ninety (90) days following the effective date of the transfer to the management position and will maintain such seniority for a period of one (1) year from the effective date of her/his transfer to the management position, at which time her/his Flight Attendant seniority will be forfeited, unless she/he returns to a non-Flight Attendant position as provided in Paragraphs H.1 or H.2, above, or to a Flight Attendant position within the one-year time period. The Flight Attendant will continue to accrue longevity for the duration of her/his assignment.

b. A Flight Attendant who transfers from a non-Flight Attendant

position to a management position and whose seniority and longevity was previously frozen, will maintain such seniority for a period of one (1) year from the effective date of the transfer to the management position, whichever is later, at which time her/his Flight Attendant seniority will be forfeited, unless she/he returns to a non-Flight Attendant position as provided in Paragraphs H.1 or H.2, above, or to the a Flight Attendant position in the one-year period of time. The Flight Attendant will continue to accrue longevity for the duration of her/his assignment.

5. **Company Business: Removal from Line on a Temporary Basis**  
A Flight Attendant removed from line flying on a temporary basis for the purpose of performing duties in Inflight and related departments will retain and accrue seniority provided she/he complies with the requirements specified in Paragraph H.6., below. The Flight Attendant will accrue longevity for the duration of her/his assignment. However, a Flight Attendant whose cumulative total in the course of her/his employment with the Company in Company Business positions whose duties include the performance of supervisory or managerial duties involving the disciplining of Flight Attendants and/or accessing Flight Attendant personnel files, shall only retain and accrue seniority for a period equal to the Flight Attendant's years of service. Thereafter, the Flight Attendant will retain but not accrue seniority. The Company will provide the MEC Secretary/Treasurer with a list each month of all Flight Attendants who were temporarily removed from line flying as described in this Paragraph H.6., by the twentieth (20th) of the month following the month under review.
6. **One Trip Per Quarter Requirement**
  - a. A Flight Attendant performing non-flying or supervisory duties as defined in Paragraphs H.1., H.2. and H.5. will accrue seniority for the period specified in Paragraphs H.1., H.2. and H.5. provided the Flight Attendant flies one trip per quarter. Nothing in this Paragraph entitles a Flight Attendant performing non-flying or supervisory duties to fly more than one trip per quarter except as part of the Inflight Management Co-Fly Program.
  - b. For the purpose of picking up the quarterly trip, a Flight Attendant performing non-flying or supervisory duties shall utilize her/his seniority in the domicile in which the non-flying

or supervisory duties are performed.

- c. If the Flight Attendant's seniority entitles the Flight Attendant to Lineholder status, the Flight Attendant shall only use ISAP or ISAP/AIL processing in accordance with Section 10, Scheduling; otherwise the Flight Attendant will be processed as a Reserve in accordance with Section 12.I and 12.K, Reserve.
- d. The trip flown may be of any duration. A Flight Attendant processed as a Reserve, may be awarded or assigned OPR. A Flight Attendant performing in a non-flying or supervisory position who is in Reserve status will, upon notification to Crew Scheduling, be processed in accordance with Section 12. I and 12.K, or may select or be awarded OPR, if available at the time of Reserve processing.
- e. A Flight Attendant performing non-flying or supervisory duties must inform the crew(s) or other OPR Flight Attendant(s) of her/his position within the Company and will perform all of the required duties and requirements of a line Flight Attendant. Such Flight Attendant will be prohibited from acting in a supervisory capacity or issuing discipline during the required per quarter trip or OPR assignment.
- f. Once assigned or awarded a trip, such Flight Attendant will not be removed from the trip or OPR assignment to perform Company business unless mitigating circumstances warrant such removal. Should the Company and the Union fail to agree on such mitigating circumstances, the matter will be submitted to Expedited Arbitration pursuant to Section 31.D.
- g. A Flight Attendant performing non-flying or supervisory duties who is on furlough or Voluntary Leave status will not be required to fulfill the above provisions until returned to active status. A Flight Attendant performing non-flying or supervisory duties on furlough or Voluntary Leave shall continue to retain and accrue seniority and longevity to the extent specified in this Agreement for other Flight Attendants on furlough or Voluntary Leave.
- h. Absent mitigating circumstances, such as sick, leave of absence, unfit for duty, personal emergency, etc., a Flight Attendant performing non-flying or supervisory duties who

does not fulfill the requirements of this Paragraph H.6. will no longer accrue seniority. Such Flight Attendant's seniority will be frozen at the beginning of the following quarter and the Flight Attendant thereafter will not be allowed to participate in the one trip per quarter program. Should the Company and the Union fail to agree on such mitigating circumstances, the matter will be submitted to Expedited Arbitration pursuant to Section 31.D.

- i. A trip that spans two (2) quarters will not satisfy two quarters.
  - j. Upon request, the Union will be provided with a quarterly printout no later than thirty (30) days following the end of the previous quarter. This printout will include all Flight Attendants performing non-flying or supervisory duties during that quarter, as well as the trip, if any, flown in that quarter.
7. A Flight Attendant who transfers to a non-flying or supervisory position within Inflight and related departments for at least one bid period may, upon return to active flying, return to the domicile at which she/he was located or any domicile to which she/he may have bid and been awarded during such leave. This provision shall also apply to Flight Attendants on Union Leave of Absence and Union Business of a least one bid period.
  8. A Flight Attendant who voluntarily transfers to any position specified in Paragraph H.3 because of illness or injury will retain and accrue seniority and retain but not accrue longevity in accordance with Section 25.E, Medical Leave of Absence, provided she/he provides written notification that such transfer is on account of illness or injury. Such notification shall be concurrent with the effective date of the new position. Such Flight Attendant will remain subject to the provisions of Section 25.E, Leaves of Absence.

## **SECTION 21 – PROBATION**

- A. Flight Attendant shall be considered a probationary employee for one hundred eighty (180) days from the date of employment as a Flight Attendant. A probationary Flight Attendant granted an authorized leave of absence or furlough of more than fifteen (15) consecutive days shall have her/his probationary period extended by the duration of the leave or furlough.
- B. The Company shall have the right to dismiss or discipline any Flight Attendant on probation with or without cause. In the event of a reduction of force, a probationary Flight Attendant will be furloughed pursuant to Section 23, Reduction in Personnel.
- C. Neither the probationary Flight Attendant nor any representative of the Flight Attendant, including the Union, will be entitled to challenge the Flight Attendant's discipline or dismissal under the Agreement's Grievance Procedure and System Board of Adjustment during the probationary period. The Union, however, may file grievances related to work rule or other non-disciplinary violations of this Agreement on behalf of a probationary Flight Attendant.



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## **SECTION 22 - FILLING OF VACANCIES**

- A. Flight Attendant vacancies shall be posted at all Flight Attendant domiciles as far in advance as practicable. Such bulletins shall state the number of vacancies to be filled, the reasons why the vacancies exist, the domicile, a deadline date after which bids will not be considered (not less than ten (10) days and not more than fourteen (14) days after the date of the posting), the bid award date, the effective date of the transfer, and the lowest seniority number able to hold a line of flying in the domicile in the last known line award. Upon final determination that a Flight Attendant will be displaced, the Flight Attendant will be provided written notice of the displacement along with a priority return preference form.
- B. In the event that the Company intends to open or close a domicile, the Company will promptly meet and confer with the MEC President and share the analysis upon which the decision is based. The Company may close the affected domicile if the analysis upon which the decision is based establishes that there is a cost savings generated by the closing.
- C. A Flight Attendant who wishes to transfer to another domicile may complete and file a standing transfer request form with the Company. A Flight Attendant has the right to withdraw a transfer request provided a written request for withdrawal is received by the Company prior to the close of the vacancy bid.
- D. The most senior Flight Attendant bidding, including standing transfer requests, whose name appears on the system seniority list, shall be awarded the vacancy, except as provided in Paragraph G., below.
- E. A Flight Attendant will be able to submit her/his transfer bids electronically on Wings. Upon request, the Company shall provide the MEC President the names and seniority numbers(s) of all Flight Attendant(s) bidding for the position(s), including those with standing bids, and which Flight Attendants were awarded the position(s) via electronic file.
- F. If a vacancy is posted and no Flight Attendant bids, such vacancy may be filled by the Flight Attendant with the least system seniority or by a new Flight Attendant if no Flight Attendant remains on involuntary furlough.
- G. A Flight Attendant on an authorized leave of absence, as provided for in Section 25, shall retain and hold her/his position at the domicile at

which she/he was located prior to going on such leave of absence, unless otherwise displaced or furloughed pursuant to the provisions of this Agreement. A Flight Attendant on such leave of absence will be eligible to transfer to another domicile in accordance with this Section and will continue to be able to access electronic postings of such vacancies.

## **H. DISPLACEMENT/ PRIORITY RETURN**

1. When a Flight Attendant is displaced, the displaced Flight Attendant shall be the most junior Flight Attendant at the domicile.
2. When a Flight Attendant is displaced at her/his domicile, she/he shall be permitted to displace the most junior Flight Attendant at the domicile of her/his choice, provided she/he has greater system seniority than such Flight Attendant.
3. A Flight Attendant who is displaced may exercise priority return over non-displaced Flight Attendants and utilize her/his seniority to return to her/his former domicile when a vacancy occurs or the domicile is reopened. Furthermore, free available space on Company transportation facilities for the shipping of personal belongings shall be furnished to the extent permitted by law.
4. A Flight Attendant who wishes to exercise this option of returning to her/his former domicile must file the preference form within thirty (30) days of her/his displacement. Should the Flight Attendant decline the first opportunity to exercise a priority return, or subsequently transfer voluntarily to a domicile in another location, this right of return will be forfeited. Subsequent displacements will not cause the Flight Attendant to forfeit the right of return.
5. If a priority return preference form is on file at the time a Flight Attendant is involuntarily furloughed, the priority return will remain on file. However, the priority return will be considered in an inactive state and the Company will not process the request while the Flight Attendant remains on an involuntary furlough status. Upon a Flight Attendant's recall to active status from an involuntary furlough, the Flight Attendant's priority return request will return to an active state provided the Flight Attendant has not withdrawn the priority return while on involuntary furlough. The Flight Attendant shall be only able to exercise the priority return for vacancies subsequent to her/his return to service and this does

not confer a right for priority recall from furlough to a given domicile.

6. A Flight Attendant who is involuntarily furloughed and recalled to a domicile other than the domicile from which she/he was furloughed may file a priority return preference form within thirty (30) days from the date of recall to the new domicile. The Flight Attendant shall be only able to exercise the priority return for vacancies subsequent to her/his return to service and this does not confer a right for priority recall from furlough to a given domicile.
7. Upon request, the Company will provide the MEC President with notification when vacancies are filled by a Flight Attendant with a priority return on file. Such notification shall include the names and seniority of Flight Attendants with priority returns on file for the domicile and the names of the Flight Attendants awarded the positions.
8. The Company shall provide each furloughed and displaced Flight Attendants with a packet detailing her/his options and shall provide a copy of the packet to the MEC President.

#### **I. DOMICILE CLOSURE**

When a domicile is closed or moved to a new location, any Flight Attendant who is affected shall be allowed to exercise her/his seniority to move to the domicile of her/his choice and to exercise her/his seniority at such domicile. All such moves shall be considered as being at the request of the Company. A domicile shall be considered closed if the location of the new domicile is greater than seventy-five (75) miles from the existing domicile.

#### **J. LANGUAGE OF DESTINATION/ORIGIN (LOD/O)**

1. LOD/O Flight Attendant vacancies will be filled in accordance with the provisions outlined above. However, only a LOD/O qualified Flight Attendant will be considered eligible to bid for such vacancy.
2. In order to maintain the minimum requirements of the LOD/O operation, the Company may retain LOD/O qualified Flight Attendants in a LOD/O domicile where displacements may otherwise be occurring. LOD/O vacancies that are not bid for a given domicile may be involuntarily assigned to the LOD/O

qualified Flight Attendant with the least system seniority or by a new hire LOD/O qualified Flight Attendant, if no Flight Attendants remain on involuntary furlough.

3. In the event of a furlough, the system seniority provision of Section 20 will prevail and there will be no exceptions for a LOD/O qualified Flight Attendant as it relates to furlough.

## **SECTION 23 - REDUCTION IN PERSONNEL**

A. When a reduction in personnel is deemed necessary, the Company will notify and confer with the MEC President as soon as possible after the reductions are anticipated. After notifying the MEC President of the projected number of Flight Attendant positions needed to be reduced and the duration of time that the reduction in force will be in effect, a general notice indicating the number and expected duration of furloughs will be placed on Flight Attendant bulletin boards and communicated electronically to Flight Attendants. The Company shall also provide an up-to-date Seniority List to the MEC President.

### **B. ALTERNATIVES TO INVOLUNTARY FURLOUGHS**

1. When such a reduction in personnel is deemed necessary, the Company will offer the following on the basis of system wide seniority, except Leave in Lieu of Furlough, which shall be offered by domicile seniority:

a. **Voluntary Furlough**

The Company will offer Flight Attendants who would not have been involuntarily furloughed the opportunity to accept a Voluntary Furlough. The commencement of such Voluntary Furloughs will coincide with the date(s) established for involuntary furloughs. The benefits of a Voluntary Furlough will include on-line passes in accordance with Company policy for the duration of the Voluntary Furlough. The Company will not actively contest claims for unemployment benefits filed by Flight Attendants accepting Voluntary Furlough. Voluntary Furloughs shall be for a set duration(s) established by the Company. A Flight Attendant on a Voluntary Furlough shall accrue longevity for pay and vacation purposes up to the Expiration Date of the Voluntary Furlough.

b. **Voluntary Separation Incentive Program (VSIP)**

In the event of an involuntary furlough as described above, the Company will offer a Voluntary Separation Incentive Program (VSIP) for Flight Attendants who would not otherwise have been furloughed. The VSIP will provide a fixed number of passes annually based on years of service and other additional incentives may be discussed with the MEC President.

c. Leave in Lieu of Furlough

A Leave in Lieu of Furlough will be offered on the basis of domicile seniority in lieu of a reduction of personnel at a particular domicile. The leave will be offered for a set duration with the understanding that the Company may not cancel the leave without the agreement of the Flight Attendant. The Leave in Lieu of Furlough provisions will be in accordance with Section 25. The Company will have satisfied its obligation to offer a Leave in Lieu of Furlough if the provisions of the Voluntary Furlough Program are the same as or better than those of the Leave in Lieu of Furlough.

2. In the event of a circumstance over which the Company does not have control as defined in Section 1, Scope, the Company shall offer the alternative to involuntary furlough specified in the Paragraph B.1.a., simultaneously with the notice of involuntary furlough as specified in Paragraph C.2.
3. At the time a Flight Attendant is due to return from Voluntary Furlough because her/his Voluntary Furlough is terminating (the date of termination is referred to herein as the "Expiration Date"), she/he may choose from the following options:
  - a. Return to service as a Flight Attendant with the Company;
  - b. If Flight Attendants remain on involuntary furlough or the Company does not need some or all of the Voluntary Furlougees to return from furlough, the Flight Attendants may elect, in seniority order, to remain on furlough status and shall remain on such status in accordance with the following provisions:
    - i. Extension of the voluntary furlough for an indefinite duration until recalled.
    - ii. Non-revenue, space-available travel privileges (on-line, no companion passes) for the duration of the furlough;
    - iii. If currently receiving medical and/or dental coverage under the Voluntary Furlough, the option to continue the medical and/or dental coverage pursuant to COBRA, i.e., for a maximum of eighteen (18) months from the

Extension Date, at the full monthly premium plus a 2% administrative fee;

- iv. Retain and accrue longevity through the Expiration Date, but no accrual of longevity beyond the Expiration Date;
  - v. Carry-over of pre-furlough sick bank, if any, but no accrual of sick leave; and,
  - vi. Carry-over of pre-furlough vacation, if any, but no additional accrual of vacation.
- c. Accept a VSIP, with terms and conditions set at the Company's sole discretion.
4. The recall of voluntary and involuntary furlougees shall occur in the following order:
- a. Involuntary furlougees will be offered recall in accordance with Paragraph C., below.
  - b. After all procedures for recall under Paragraph C., below, have been exhausted, voluntary furlougees who have elected to remain on furlough status in accordance with Paragraph B.3.b.i., above, will be offered recall in inverse seniority order. Any voluntary furlougee who declines recall will be deemed to have resigned and the Flight Attendant's name will be removed from the system seniority list.
5. A Flight Attendant who was granted a VSIP or any other separation incentive program by the Company prior to the date of this merged agreement will continue to be covered by the terms and conditions of the program in effect at the time the Flight Attendant accepted entry into the program.

### **C. INVOLUNTARY FURLOUGH**

- 1. When a Flight Attendant is furloughed because of a reduction in personnel, it shall be done in inverse order of system seniority.
- 2. Once the election process in Paragraph B.1.a, above, is completed, and it is known which Flight Attendants will be involuntarily furloughed, the Company shall mail a Flight Attendant written notice of furlough postmarked at least fifteen (15) calendar days



before the effective date of the furlough. The MEC President shall be given a listing of Flight Attendants who have been sent furlough notices.

3. In the event a Flight Attendant is assigned to a duty period beyond the effective date of the furlough notice, that Flight Attendant's furlough date and any Flight Attendant senior to her/him scheduled to be furloughed on the same date, will have her/his furlough date adjusted to reflect the completion of the extended duty period.
4. Due to furloughing in inverse order of system seniority, displacement of a Flight Attendant may be necessary to balance Flight Attendants at any domicile. Displacement of Flight Attendants is covered in this Agreement, Section 22., Filling of Vacancies and Section 5., Moving Expenses.
5. A Flight Attendant who has been furloughed due to a reduction in personnel shall file her/his address with the Company and thereafter shall, as soon as possible, advise InFlight Services of any change in address. The Company shall, within fourteen (14) days, furnish the MEC President or her/his designee, and the President of the Union with these addresses and subsequent address changes.
6. A Flight Attendant who is displaced in accordance with Paragraph C.4., above, shall have the privilege of returning to her/his former domicile in accordance with Section 22.H.3., Filling of Vacancies and Paragraph C.8., below, when a vacancy occurs in the former domicile.
7. A Flight Attendant who is recalled to a domicile other than the one from which she/he was furloughed may exercise priority return over non-displaced Flight Attendants and utilize her/his seniority to return to her/his former domicile in accordance with Paragraph C.8., below, and Section 22.H.5., Filling of Vacancies, when a vacancy occurs or the domicile is reopened.
8. A Flight Attendant who is furloughed shall be recalled in order of her/his seniority at the time of furlough. Domicile transfers for all non-furloughed Flight Attendants shall be honored before a furloughed Flight Attendant is recalled to a domicile. Transfer requests for displaced Flight Attendants with a priority right of return on file will be processed but furloughed Flight Attendants will only exercise priority of return upon return to active status.

9. A furloughed Flight Attendant who fails to accept a recall shall remain on furloughed status and said offer of recall shall be extended to the Flight Attendant next on the seniority list until there are no more junior Flight Attendants on furlough. A furloughed Flight Attendant who fails to accept a recall when there are no more junior Flight Attendants on furlough shall be considered to have resigned from the Company.
10. A Flight Attendant who is furloughed shall, upon return to duty, be credited with all longevity for pay and vacation step increases that she/he had accrued prior to such furlough.
11. The Company shall recall furloughed Flight Attendants in order of seniority. Notice of recall shall be by certified mail, return receipt requested, sent to the most recent recall address provided by the Flight Attendant and shall specify: the name and address of the Company official to whom the Flight Attendant shall forward her/his reply and the approximate number of days of anticipated employment. A furloughed Flight Attendant failing to notify the Company of her/his intention to return within seven (7) days after receipt of notice of recall and who fails to return within sixteen (16) days after receipt of such notice, will be considered to have resigned.
12. A Flight Attendant who has completed one (1) year or more of service will receive severance pay based on the average number of hours flown in the twelve (12) full months prior to the furlough date as per the following schedule:

<u>Years of Active Service</u>	<u>Furlough Pay</u>
1 year but less than 2 years	0.5 month
2 years but less than 3 years	1.0 month
3 years but less than 4 years	1.5 months
4 years but less than 5 years	2.0 months
5 years but less than 6 years	2.5 months
6 years but less than 7 years	3.0 months
7 years but less than 8 years	3.5 months
8 years but less than 9 years	4.0 months
9 years and thereafter	4.5 months

13. Furloughed Flight Attendants and their dependents shall be eligible to remain in the Company's group medical and dental insurance plans through any period of furlough pay and for a period of sixty (60) days thereafter. Following the aforementioned sixty (60) day

period, the Flight Attendant may continue medical and dental coverage under COBRA by paying the entire premium. The Flight Attendant may continue coverage in this manner for a period of eighteen (18) months or until she/he is covered under another group health plan, whichever occurs earlier.

14. Group life insurance coverage will be extended through any period of furlough pay and for a period of sixty (60) days thereafter. Upon completion of the sixty (60) day period, group life insurance coverage shall cease. However, the Flight Attendant may convert the coverage to an individual policy. Such converted policy will be a whole life policy. Premiums for the converted policy are determined by the Company's insurance carrier based on the age of the employee at the time the converted policy is written. This converted policy is written without having to provide a statement of good health and can be kept as long as the Flight Attendant pays the premiums. Each furloughed Flight Attendant will receive a conversion form from the Company for the purpose of continuing such insurance, if desired, with no lapse in coverage.
15. The Company shall not fill any Flight Attendant positions with an internal transfer while any Flight Attendant is on furlough. For the purposes of this Section, an internal transfer is defined as a Company employee who does not have a current InFlight seniority number and whose name does not appear on the Flight Attendant System Seniority List.
16. Recall information, including affected seniority numbers and projected return to duty dates, if known, shall be placed in the InFlight briefing and in the Company's job hot line as long as these resources are actively maintained by the Company. A Flight Attendant who accepts recall and reports for duty and is subsequently furloughed within one (1) month shall be guaranteed a minimum of one (1) month's pay.
17. A furloughed Flight Attendant will return to active status on the specified date of recall.
18. Flight Attendants who are involuntarily furloughed are entitled to unlimited on-line passes for twenty-four (24) months with a boarding priority in accordance with Company policy.

#### **D. EDUCATION/INTERIM EMPLOYMENT**

## 1. Education/Interim Employment Outside the Company

- a. A Flight Attendant who accepts employment while on furlough which requires a contractual commitment for a period of up to three (3) years, shall be allowed to fulfill such obligation and shall be considered to be on personal leave of absence commencing with the date of recall until fulfillment of such employment obligation, provided such Flight Attendant has notified the Company prior to such contractual commitment. A Flight Attendant who has entered into a full time educational program while on furlough and who receives notice of recall before said program is completed shall be placed on a leave of absence (personal) until the end of the current semester.
- b. Paragraph D.1.a. above, under certain conditions allows a Flight Attendant to pass recall. In addition, a furloughed Flight Attendant who can substantiate that alternate employment would require her/him to sign a contract with an interim employer for a specific period of time that would exceed the time stipulated in Paragraph D.1.a., above, shall file a request and substantiated documentation for approval by the InFlight Services Department prior to a furloughed Flight Attendant accepting such interim employment. When such Flight Attendant is subject to recall and is unavailable to accept employment for the above reason, she/he will be considered on leave of absence.
- c. A Flight Attendant on a voluntary or involuntary furlough will be allowed to work other employment within the aviation industry.

## 2. Interim Employment with the Company

A furloughed Flight Attendant seeking alternate employment with the Company may file a form provided by the Human Resources Department and be considered for such available employment for which she/he may be qualified.

## E. PAYMENT FOR UNUSED VACATION

At her/his option, a Flight Attendant who is furloughed will receive vacation pay for all unused vacation time to the end of the month preceding her/his furlough. If the option is not exercised, the vacation

will be carried until the Flight Attendant is recalled from furlough.

## **SECTION 24 - MISSING, INTERNMENT, PRISONER OR HOSTAGE BENEFITS**

A. Any Flight Attendant who, while on trip hours or while performing duties within the course and scope of employment for the Company, becomes or is presumed to be interned, captured, held as a prisoner or hostage, or otherwise held involuntarily by any terrorist(s), hijacker(s), insurgent(s), kidnapper(s), or foreign government(s) shall have all benefits, including compensation, continued without interruption until the date the Flight Attendant's death is established or there is a reasonable presumption of death, whichever occurs first. She/he shall be paid the greater of her/his monthly maximum or the average of credited hours for the previous six (6) months in which she/he worked in the capacity of a Flight Attendant including all applicable premiums and contributions. The Flight Attendant will continue to accrue longevity and seniority and will suffer no loss of vacation or sick leave that she/he would have earned during this period.

### **B. PAY PROTECTION**

1. Any Flight Attendant who, while on trip hours or while performing duties within the course and scope of employment for the Company, becomes missing, shall have all benefits specified in Paragraph A., above, including compensation, continued without interruption until the date the Flight Attendant is located, or twenty-four (24) months has elapsed since the date the Flight Attendant became missing, whichever occurs first. Compensation shall be paid as specified in Paragraph A., above. In the event the Company ceases continuation of benefits to a missing Flight Attendant pursuant to this Paragraph, the Flight Attendant shall continue to be eligible for life insurance benefits until the date the Flight Attendant's death is established, or there is a reasonable presumption of death, whichever occurs first, subject to the terms of the Company's life insurance plan then applicable to Flight Attendants in general.
2. For purposes of this Paragraph B., a Flight Attendant becomes "missing" when:
  - a. The Flight Attendant misses a work assignment after reporting in domicile for a pairing and prior to release in domicile after such pairing; and

- b. There has been no contact from the Flight Attendant for at least twenty-four (24) hours; and
  - c. A report declaring the Flight Attendant missing has been filed with the appropriate authority(ies).
- C. Upon request, the Company shall provide any information or documentation available to assist the Flight Attendant's beneficiaries in establishing the Flight Attendant's death or reasonable presumption of death for purposes of Social Security and the Retirement Plan for Flight Attendants in the Service of US Airways, if applicable.
- D. The Company shall include in the new hire packet, and upon the signing of this Agreement, a written beneficiary designation form, as attached below, that shall be executed by the Flight Attendant and maintained by the Company. The Company will also make this form available in electronic form accessible to Flight Attendants and at all Flight Attendant domiciles. Any benefits allowable under this Section which are not covered by such written form, or in the absence of any written form, shall be credited on the books of, and held by, the Company for the Flight Attendant. In the event of the Flight Attendant's death, such credited and held benefits shall be paid to the legal representative of the Flight Attendant's estate.
- E. In the event a determination of a Flight Attendant's death is later found to have been made in error, the Company shall provide the Flight Attendant with all retroactive benefits available to the Flight Attendant under Paragraphs A. and B.
- F. The Flight Attendant's payroll deductions will continue unless the Flight Attendant specifies otherwise on the written beneficiary designations form. However, uniforms deductions shall cease.
- G. If the Flight Attendant's disappearance is a result of the Flight Attendant's willful misconduct or serious violation of Company policies applicable to and made available to Flight Attendants, the Flight Attendant may be required to make restitution to the Company of all benefits provided under this Section.
- H. The parties agree to arbitrate any grievance alleging a violation of this Section on an expedited basis.

FLIGHT ATTENDANT  
INTERMENT, PRISONER OR HOSTAGE BENEFITS  
BENEFICIARY DESIGNATION FORM

To: US AIRWAYS, INC.

Effective immediately, you are directed to pay all compensation allowable to me under Section 3 of the Agreement between US Airways, Inc. and the Association of Flight Attendants-CWA, less any applicable withholdings, offsets or allocations required by law, as follows.

Current payroll instructions will remain in effect unless otherwise specified below.

Payment to be made to:  
(cannot be self)

-- % of my monthly pay to \_\_\_\_\_(Name)  
\_\_\_\_\_(Address)  
as long as living, thereafter to \_\_\_\_\_(Name)  
\_\_\_\_\_(Address)  
as long as living.

-- % of my monthly pay to \_\_\_\_\_(Name)  
\_\_\_\_\_(Address)  
as long as living, thereafter to \_\_\_\_\_(Name)  
\_\_\_\_\_(Address)  
as long as living.

Or

Discontinue with my current direct deposit/paycheck instructions and hold all payments until my release.

Any deductions not checked below will continue in accordance with my existing payroll instructions. I direct you to cease the following identified deductions:

- Health and Dental premiums;
- 401(k) contributions.
- Supplemental Life
- Supplemental AD&D

Other (fill in):

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



The balance, if any, and any amounts accruing after the death of all person(s) named in the above designations shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

This direction may be modified at any time by a letter signed by me and any such modifications shall become effective upon your receipt of such letter.

Payments made by you pursuant to this direction shall fully release you from the obligation of making any further payment with respect thereto.

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Printed Name  
Employee Number

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Signature  
Date

## **SECTION 25 - LEAVES OF ABSENCE/APPROVED TIME OFF**

### **A. PERSONAL LEAVE**

1. A Flight Attendant may be granted a personal leave of absence without pay for a period not to exceed one hundred eighty (180) days. Requests for personal leave and mutually agreed upon start and end dates shall be in writing. Once granted, a personal leave may only be canceled by mutual agreement between the Company and the Flight Attendant. A personal leave may be extended for additional periods not to exceed one hundred eighty (180) days when approved in writing by the Company.
2. The chart in Paragraph N., below, contains additional rules and benefits that apply to a Personal Leave.

### **B. VOLUNTARY LEAVE OF ABSENCE (VLOA)**

1. When the requirements of the service permit, a Flight Attendant may be granted a Voluntary Leave of Absence (VLOA) without pay for one (1) bid period. A VLOA shall be offered on a domicile basis. A VLOA will be available for bid at a domicile and will be awarded in seniority order as far in advance as possible. The award shall be completed prior to the bid process or, if not possible, the bid and award may be made part of the monthly bid process.
2. In the event the Company determines that it is overstaffed for a portion of a bid period the Company may offer VLOAs for less than one (1) bid period. These leaves shall be communicated electronically to Flight Attendant and posted in the crew room/check in rooms for a minimum of seventy-two (72) hours and shall be granted in seniority order after the seventy-two (72) hour posting period has elapsed. If there are remaining leaves available, they shall be granted on a first-come, first-serve basis until the staffing has been reduced by the necessary number of Flight Attendants.
3. At her his option, a Flight Attendant on a VLOA may attend her/his scheduled training in her/his base month. A Flight Attendant on a VLOA will be required to attend her/his training in her/his grace month.
4. A VLOA shall be unpaid but the Flight Attendant shall be treated

as if on active status for all purposes. Once awarded, a VLOA cannot be canceled except by mutual agreement between the Flight Attendant and the Company.

5. The Company shall either offer all VLOAs in a bid period that release Flight Attendants with carry over trips on the first day of the new bid period or all VLOAs that obligate Flight Attendants to be responsible for the carry over trip into the new bid period unless otherwise relieved of the obligation pursuant to the terms of this Agreement. If the Company makes the decision to release Lineholder with carry-over trips on the first day of a bid period, a Lineholder will have the option of splitting the carry-over trip, if possible, completing the carry-over trip, or dropping the trip without pay. In such instance, a Reserve will have her/his days of availability in the oncoming bid period removed and for purposes of splitting only such days will be treated as Golden Days.
6. The chart in Paragraph N., below, contains additional rules and benefits that apply to a VLOA.

#### **C. LEAVE IN LIEU OF FURLOUGH**

1. A Leave in Lieu of Furlough without pay will be available to bid at a domicile in lieu of a reduction of personnel at that domicile in accordance with Section 23, Reduction in Personnel.
2. The Company will not actively contest claims for unemployment benefits filed by Flight Attendants accepting a Leave in Lieu of Furlough.
3. The chart in Paragraph N., below, contains additional rules and benefits that apply to a Leave in Lieu of Furlough.

#### **D. EDUCATIONAL LEAVE**

1. A Flight Attendant requesting an Educational Leave of Absence without pay must specify the entire period she/he wishes to be on leave. An Educational Leave that has been granted shall not be canceled by the Company. A Flight Attendant will be allowed to return to active status at any time during the leave by giving thirty (30) days written notice to the Company.
2. A Flight Attendant requesting an Educational Leave of Absence must provide the Company with the necessary documentation to

support the reason for the leave.

3. The chart in Paragraph N., below, contains additional rules and benefits that apply to an Educational Leave.

#### **E. MEDICAL LEAVE OF ABSENCE**

1. The Company shall grant a Flight Attendant a Medical Leave of Absence, upon request, due to an illness or injury.
2. The Company will require a Flight Attendant requesting a Medical Leave to furnish written verification from her/his personal physician confirming her/his inability to perform Flight Attendant duties.
3. Prior to returning to duty from Medical Leave, a Flight Attendant will be required to present a physician's statement verifying that she/he is medically fit to perform all required Flight Attendant duties.
4. Any dispute about a Flight Attendant's ability to perform her/his required duties shall be resolved using the procedures outlined in Section 28, Medical Examinations.
5. Any Flight Attendant hired before the date of signing of this Agreement and who is unable to return to active service from a Medical Leave will remain on the System Seniority List indefinitely, unless she/he is released to return to active duty and fails to return, in which case she/he shall be removed from the seniority roster.
6. Any Flight Attendant hired on or after the date of signing of this Agreement and who is unable to return to active service from a Medical Leave after five (5) consecutive years shall be deemed to have voluntarily resigned from the Company and her/his name shall be removed from the seniority list.
7. Any dispute about a Flight Attendant's ability to perform her/his normal duties shall be resolved using the procedures outlined in Section 28, Medical Examinations.
8. A Flight Attendant may choose to utilize her/his disability benefits or sick leave while on Medical leave, including medical leaves that run concurrent with FMLA, however, she/he may not use both at

the same time. A Flight Attendant who elects to utilize her/his sick leave shall not be required to exhaust her/his sick leave. A Flight Attendant will remain as if on active status for all purposes while utilizing sick and vacation leave. A Flight Attendant who opts to utilize sick leave during her/his Medical Leave will only be required to claim the lesser of her/his six (6) month average (in no case less than forty (40) hours) or seventy (70) hours. However once the Flight Attendant begins to receive disability benefits, or requests and is granted an unpaid Medical Leave, the Flight Attendant may not use any additional sick leave until she/he returns to active duty.

9. A pregnant Flight Attendant may remain on active status until her personal physician certifies to the Company that she is no longer able to perform Flight Attendant duties. If the Flight Attendant subsequently provides written verification from her physician that she is not able to perform Flight Attendant duties, the Flight Attendant will be placed on a medical leave of absence.
10. Medical Leaves for elective surgery may not be taken between November 15 and January 6 unless required under FMLA.
11. The chart in Paragraph N., below, contains additional rules and benefits that apply to a Medical Leave.

#### **F. FAMILY MEDICAL LEAVE (FMLA)**

1. A Flight Attendant who is eligible and qualifies for a leave of absence under the Family Medical Leave Act (FMLA) or applicable state law, whichever is greater, shall be granted a leave of absence.
2. A Flight Attendant may elect, but is not required, to use her/his sick leave and scheduled vacation days for her/his own illness. A Flight Attendant may elect, but is not required, to use scheduled vacation while on FMLA to care for a family member.
3. To the extent permitted by law, FMLA shall run concurrently with other approved leaves.
4. A Flight Attendant on a FMLA shall receive all benefits as provided by the FMLA or applicable state law.

5. The chart in Paragraph N., below, contains additional rules and benefits that apply to a FMLA.
6. Protected time equivalent to FMLA shall be provided in cases involving a Domestic Partner (same and opposite sex) who meets the eligibility requirements, as defined in the Company's Domestic Partner Benefits Program.

#### **G. MATERNITY/PATERNITY LEAVE**

1. The status of a pregnant Flight Attendant shall be as provided in Paragraph E.7., above.
2. A Flight Attendant who does not qualify for a Medical Leave of Absence shall, upon request at any time during the pregnancy, be granted an unpaid Personal Leave of Absence if the Flight Attendant subsequently provides written verification from her physician that she is not able to perform Flight Attendant duties the Flight Attendant shall be placed on a Medical Leave of Absence.
3. After the birth of a child or termination of pregnancy, a Flight Attendant may request and shall be granted an unpaid Maternity/Paternity Leave of Absence for up to one hundred eighty (180) calendar days. This leave shall commence upon the date of birth or termination and shall continue until no later than one hundred eighty (180) calendar days after that date. Additional leave will be considered by the Company due to extenuating circumstances.
4. If eligible according to the terms of the disability program, a Flight Attendant may use disability benefits while on Maternity Leave. A Flight Attendant may use sick or vacation accrual while on a Maternity Leave. Use of sick and vacation accrual and disability benefits shall be as provided in Section 9, Sick Leave, Section 8, Vacation, and Section 26, Insurance, Retirement and Other Benefits.
5. The chart in Paragraph N., below, contains additional rules and benefits that apply to a Maternity/Paternity Leave.

#### **H. ADOPTION LEAVE**

1. A Flight Attendant who legally adopts a child shall be granted a leave of absence. Such leave will commence on the date that the

Flight Attendant takes custody of the child, or, in the event travel is required, when the Flight Attendant begins travel to obtain custody of the child and will continue until a court of competent jurisdiction issues or refused to issue a decree declaring the Flight Attendant as the legal parent of the child. Once a decree is issued, an additional one hundred eighty (180) days of leave will be granted at the Flight Attendant's option. Additional leave will be considered by the Company due to extenuating circumstances.

2. The chart in Paragraph N., below, contains additional rules and benefits that apply to an Adoption Leave.

#### **I. UNION LEAVE**

1. The Company shall grant a Union Leave of Absence without pay to a Flight Attendant who is elected or appointed to a position with the International Office of the Union, the Communication Workers of America or the AFL-CIO.
2. A Flight Attendant on Union Leave shall be paid directly by the Union and shall not be covered by the flight pay loss provisions of Section 32, Union Business.
3. The chart in Paragraph N., below, contains additional rules and benefits that apply to a Union Leave.

#### **J. MILITARY LEAVE OF ABSENCE**

1. A Flight Attendant who receives orders to report to the military service of the United States will be granted a Military Leave of Absence without pay. The duration of the leave, including reserve duty, and the Flight Attendant's reemployment rights will be governed by applicable statutes. Flight Attendants on Military Leave will be treated no less favorably than as provided in Corporate Policy.
2. In the case of a temporary disability which makes it impossible to return to active flight status within ninety (90) calendar days after discharge, special arrangements shall be made by the Company and the Union for an appropriate extension of time, not less than that permitted for a Medical Leave of Absence.
3. A Flight Attendant requesting short-term weekend military duty will do so prior to the beginning of the bid month. Where such

prior notification is given, the Flight Attendant will have the following options:

- a. To protect scheduled days off, the Flight Attendant may request a leave of absence to participate in scheduled weekend military reserve training. However, the Flight Attendant's minimum monthly pay guarantee will be prorated to reflect the additional time off if her/his credited flight time does not exceed her/his minimum monthly guarantee.
  - b. To protect the minimum monthly pay guarantee, a Flight Attendant may choose to move any scheduled days off in the bid period to cover the scheduled weekend reserve training, upon notification to Crew Scheduling. The days off must be in accordance with the parameters in Section 12, Reserve.
  - c. A Flight Attendant may use vacation for short term weekend military duty.
4. The chart in Paragraph N., below, contains additional rules and benefits that apply to a Military Leave.

#### **K. GENERAL**

1. A Flight Attendant desiring to take a leave of absence should notify the Company in writing by U.S. Mail or another verifiable method. Leave of absence forms will be available on the Company Intranet and in paper form. This notice should state the type of leave desired, when the leave should commence, and the expected duration of the leave. Approval or denial of such leave shall be made in writing and sent by U.S. Mail or another verifiable method as soon as possible after the date on which the request was received by the Company.
2. A request for an extension of a leave of absence shall be made in writing as above and state the expected duration of the extension. The disposition of the request shall be made as soon as possible. A Flight Attendant will be notified of the disposition of her/his request by U.S. Mail or another verifiable method to her/his home address or to any other address which is designated in her/his request.
3. A Flight Attendant on a leave of absence who continues to be paid by utilizing sick leave and/or scheduled vacation will continue to



have access to insurance benefits at the active rate, sick and vacation accrual and pass travel privileges.

4. A Flight Attendant who elects to utilize her/his scheduled vacation days while on a paid Leave of Absence cannot split her/his vacation group. The Flight Attendant shall be paid for the entire vacation group utilized.
5. Other Employment While on Leave
  - a. A Flight Attendant commencing other employment or previously engaged in other employment while on Personal Leave, VLOA, Leave in Lieu of Furlough, Educational Leave, Maternity Leave, Adoption Leave, Military Leave or Union Leave shall not be required to obtain permission of the Company.
  - b. For leaves other than those specified in Paragraph K.5.a., above, the Company shall notify a Flight Attendant requesting such leave, in writing, of the requirement to obtain permission to commence or continue other employment. When such Flight Attendant requests permission to commence or continue other employment, the Company shall respond in writing granting permission or stating the reasons for denial.
  - c. The Company shall not arbitrarily deny a request for permission to engage in other employment while on a leave of absence pursuant to Paragraph K.5.b., above. Permission may be denied in the case of a Flight Attendant on a Medical or Occupational Injury/Illness leave of absence where the other employment is not consistent with her/his claim of being unable to perform her/his Flight Attendant duties or the other employment would impede or otherwise interfere with recovery and return to duty.
  - d. A Flight Attendant on a Voluntary Furlough and Involuntary Furlough will be allowed to engage in other employment within the aviation industry.
6. Return from a Leave of Absence
  - a. A Flight Attendant on a leave of absence shall provide the Company with at least fifteen (15) days' notice of the date she/he intends to return to active status. Upon providing such

notification, the Company shall immediately arrange for all administrative details, e.g., fingerprinting, background checks, I.D., if applicable, to be completed and arrange for any necessary training. Such training class must be scheduled to begin within the first seven (7) days of the Flight Attendant's return date. If the seven (7) day period has elapsed and no training class has been made available to the Flight Attendant, and/or the Company fails to complete administrative details, the Company shall then be responsible for providing pay protection based on the Flight Attendant's six month pay average or if the Flight Attendant misses trips, pay protection based on trips missed. A Flight Attendant requesting an alternative training date outside the seven (7) day window will waive any pay protection. If required, a Flight Attendant shall report for assigned drug testing and fingerprinting.

- b. A Flight Attendant returning from a leave of absence who fails to take required training shall be placed on inactive status until such training is completed. A Flight Attendant returning from a leave of absence who fails to take recurrent training for the second scheduled class, except under extenuating circumstances, shall be deemed a voluntary resignation from the Company and the Flight Attendant's name shall be removed from the seniority list.
  - c. A Flight Attendant who does not need to take required training and who fails to return to active service at the end of a leave of absence shall be deemed a voluntary resignation from the Company and the Flight Attendant's name shall be removed from the seniority list, except under extenuating circumstances.
7. Options regarding use of vacation while on a leave of absence will be as provided for in Section 8, Vacation.
  8. A Flight Attendant's eligibility for benefits will recommence immediately upon return from a leave of absence.
  9. A Flight Attendant returning from a leave of absence will not be required to perform any physical limitations testing except as required in Paragraph E.4., above. A Flight Attendant may be required to submit a physician's statement upon return from a Medical Leave as specified in Paragraph E.3., above.

10. While on a leave of absence, contributions will continue on any 401(k)/defined contribution eligible compensation received by the Flight Attendant unless the Flight Attendant changes the contribution level in accordance with Company policy.

## **L. APPROVED TIME OFF**

### **1. Bereavement Days**

- a. Upon notification to an InFlight Supervisor, a Flight Attendant will be granted up to three (3) days off when there is a death in the Flight Attendant's immediate family.
- b. Immediate family shall include a Flight Attendant's spouse, domestic partner as defined in Company policy, children, step-children, grandchildren, parents, step-parents, grandparents, brothers, sisters, legal guardian, and spouse/domestic partner's family (parents, step-parents, brothers, sisters, and grandparents).
- c. Bereavement Days must be taken within thirty (30) days of the date of the death, absent mitigating circumstances.
- d. A Flight Attendant shall receive four (4) hours pay and credit for three (3) consecutive days.
- e. Upon request, the Company shall have the discretion to grant additional days off or to grant days off for an individual other than those stated in Paragraph L.1.b., above, without pay. Such time off will reduce a Flight Attendant's guarantee by the applicable prorated amount.
- f. The Company shall arrange on-line positive space pass transportation to attend the funeral or memorial service/family gathering for a Flight Attendant and her/his eligible dependents, in accordance with Company policy.

### **2. Personal Day Policy**

- a. A Flight Attendant is entitled to two (2) Personal Days per calendar year to be used only in the event of an unexpected emergency. A Flight Attendant may request use of her/his Personal Days by making a verbal request to Crew Scheduling with a follow up call to her/his supervisor.

- b. The Company's decision to award Personal Days will be based on coverage. The Company will not require verification of the emergency. The Personal Days will be unpaid. A Reserve will have three hours and fifty-six minutes (3:56) (30 day month) or three hours and forty-five minutes (3:45) (31 day month) deducted from her/his guarantee.
- c. After the two (2) Personal Days are exhausted, the Company maintains the discretion to grant additional days consistent with the current practice regarding Personal Days. For any such additional days, the Flight Attendant must contact her/his supervisor. These additional days will be unpaid. The Company may require verification of the additional emergency.

#### **M. BENEFITS**

1. Flight Attendants are eligible for COBRA continuation after the expiration of the employer contribution. The COBRA continuation period shall not commence until the expiration of any employer provided medical benefits.
2. Flight Attendants commencing applicable leaves under the East collective bargaining agreement prior to June 1, 2005, may continue medical and dental insurance benefits by continuing to reimburse the Company, on a monthly basis, the equivalent of the group rate.
3. If a Flight Attendant uses sick or vacation at the commencement of a leave of absence, the timelines in the chart below will commence on the first unpaid day following the paid sick or vacation days.

N. UNPAID LEAVES OF ABSENCE CHART

Type of Leave	Seniority Accrual	Longevity Accrual (Pay & Vacation Step Increase)	Accrual of Vacation Days & Sick Leave	Medical, Dental & Vision Coverage at active rates	Life Insurance and AD&D Benefits at active rates	Life Insurance and AD&D Benefits at full rates	Non-Revenue Travel Benefits
Personal Leave	Yes	30 days	If AVL for 15 days	End of month leave began, COBRA thereafter	End of the month leave began	Not eligible; conversion available	In accordance with Company Policy
Voluntary Leave of Absence	Yes	Duration	Duration	Duration	Duration	N/A	As if an active Flight Attendant for the duration.
Leave in Lieu of Furlough	Yes	Duration	If AVL for 15 days	End of month leave began, COBRA thereafter	End of the month leave began	Not eligible; conversion available	As if an active Flight Attendant for the duration
Educational Leave	Yes	30 days	If AVL for 15 days	End of month leave began, COBRA thereafter	End of the month leave began	Not eligible; conversion available	In accordance with Company Policy
Maternity/Medical Leave	Yes	30 days	If AVL for 15 days	FMLA eligible period plus 270 days, then end of the month, COBRA thereafter	First 60 Days then End of the month	1 <sup>st</sup> of month following active rates for duration	In accordance with Company Policy.*
Family Medical Leave	Yes	Duration	If AVL for 15 days	Duration	Duration	N/A	In accordance with Company Policy
Paternity, Adoption Leave	Yes	30 days	If AVL for 15 days	FMLA eligible period plus 270 days, then end of the month, COBRA thereafter	First 60 Days then End of the month	1 <sup>st</sup> of month following active rates for duration	In accordance with Company Policy
Union Leave	Yes	Duration	If AVL for 15 days	End of month leave began, COBRA thereafter	End of the month leave began	Not eligible; conversion available	As if an active Flight Attendant for the duration.
Military Leave	Yes	Duration	In Accordance with USERRA	In Accordance with USERRA	In Accordance with USERRA	In Accordance with USERRA	In accordance with Company Policy

Notes: If leaves are consecutive, the benefit period begins on the first day of the first leave.

\*In accordance with Company Policy, after the period when the Flight Attendant is provided passes the same as an active Flight Attendant, an unlimited number of non-revenue travel benefits may be obtained by an eligible Flight Attendant, spouse, parent or dependent for the purpose of seeking medical treatment or for travel of an emergency nature while the Flight Attendant is on leave. Travel may be upgraded to positive space or priority standby depending upon the circumstances.

## **SECTION 26 - INSURANCE, RETIREMENT AND OTHER BENEFITS**

### **A. MEDICAL AND DENTAL BENEFITS**

1. Employees covered under this Agreement may elect to participate in the Company's medical plan (PPO 100/90/80 or Out-of-Area 100/90/80) for medical coverage, including prescription drug coverage. Employees covered under this Agreement may also elect to participate in the Company's dental program (PPO Dental and Out-of-Area Dental). Such election must be accomplished within thirty-one (31) days from date of hire, during the annual open enrollment period, within thirty-one (31) days after the employee experiences a qualified change in family or work status or within such other periods as mandated by law.
2. This medical and prescription coverage shall contain, at a minimum, the plan design features set forth in Appendix A and B, unless the Union agrees otherwise.
3. The Company's cost and the employee's cost shall be established in advance each year by estimating the Plans' costs for claims and expenses anticipated to be incurred for the coming year for medical benefits. The Company will meet with the Union prior to September 1st each enrollment period to present the following year's rate development determination.
4. For medical coverage, the premium for the PPO 100/90/80 and Out-of-Area 100/90/80 shall be divided between the Company and the Flight Attendant as follows:
  - a. Flight Attendants electing the PPO 80/60 plan shall pay 7% of the premium and the Company shall pay 93% of the premium.
  - b. Flight Attendants electing the PPO 90/70 plan shall pay 14% of the premium and the Company shall pay 86% of the premium.
  - c. Flight Attendants electing the PPO 100/80 plan shall pay 19.4% of the premium and the Company shall pay 80.6% of the premium.
5. For dental coverage, the Company shall pay 90% of the dental

premium and the Flight Attendant shall pay 10% of the premium.

6. In the event the Company continues to offer Flight Attendants vision coverage as part of a voluntary insured plan for all employees, the premiums for such coverage will be 100% employee-paid.
7. A medical claim procedure shall remain in place which provides that the administrator is responsible for determining “reasonable and customary” charges for the medical health care coverage when applicable.
8. Specific details of the medical plan are contained in the Employee Summary Plan Description for the US Airways, Inc. Health Benefit Plan, which shall be made available to all Flight Attendants on the Company’s employee only web sites.
9. When changing insurance providers, the Company will notify the Union. The Union may request, and be granted, a meeting to discuss the change. Future material amendments to the medical and dental programs will be forwarded to the MEC in writing. The Company shall provide the Union with the opportunity to review future Summary Plan Descriptions (SPD) covering the Flight Attendants’ medical and dental programs prior to publishing. The Union shall provide any comments on the SPD to the Company within thirty (30) days of receipt. The Company shall provide a copy of the final SPD to the Union.

## **B. FLEXIBLE SPENDING ACCOUNT**

To the extent that the benefit is permissible under the tax code, Flight Attendants are eligible to participate in the US Airways, Inc., Flexible Benefit Plan, including a healthcare spending reimbursement account and a dependent care spending reimbursement account. These programs will permit Flight Attendants to contribute a portion of her/his compensation through payroll deduction into one or both accounts on a pre-tax basis. These payroll deductions shall not reduce pay related benefits for the purposes of the Defined Contribution Plan, the 401K Plan, disability or life insurance benefits, to the extent permitted by law. As employees submit claims for eligible expenses throughout the year, they will be reimbursed from her/his account(s). Elections by employees to contribute to FSA’s must be made prior to the beginning of the plan year. No changes in elections are permitted

during the plan year except in the event of a qualifying change in status, as defined under the US Airways, Inc., Flexible Benefits Plan. Amounts not reimbursed and remaining in the FSA's at the end of the plan year will be used to reduce expenses in the administration of the plan. Maximums that may be excluded from tax during any taxable year will be established in accordance with Internal Revenue Code provisions.

### **C. RETIREE MEDICAL AND DENTAL BENEFITS**

#### **1. Pre-65 Flight Attendants Retiring On Or By January 1, 2005:**

Pre-merger US Airways Flight Attendants retired on or by January 1, 2005 received medical benefits, including prescription drug coverage, and dental benefits in accordance with the Section 1114 ruling dated January 6, 2005.

#### **2. Pre-65 Flight Attendants:**

- a. Flight Attendants retiring before age 65, who are at least age 55 and have a minimum of five (5) years of service as a Flight Attendant, or early retirement age for Shuttle Flight Attendants as defined in SL7 may elect, at the time of retirement, to participate in retiree medical benefits, including prescription drug coverage. Monthly premiums will be calculated as the total cost of the retiree plan for the level of coverage the Flight Attendant elects (PPO 100/90/80 or Out-of-Area 100/90/80), less the amount covered by accrued sick bank if applicable.
- b. For purposes of funding monthly pre-65 retiree medical premiums, an hour of sick pay will be valued at \$8.20. Forty-one (41) hours of accrued sick pay (\$336.20) will be credited towards the monthly pre-65 retiree medical premium until the Flight Attendant's sick bank, as of the date of retirement, is exhausted.
- c. To the extent that the monthly pre-65 retiree medical premium exceeds the available credit, the retiree will be responsible for timely payment of the premium in excess of the credit.
- d. In the event the retiree at the time of retirement declines pre-65 retiree medical coverage, or is age 65 or older at the time of



retirement, the retiree will be paid \$6.70 for each hour of accrued sick leave in her/his sick bank at the time of retirement. A Flight Attendant will receive a one-time cash payment within thirty (30) days of her/his retirement date. The retiree will not thereafter be eligible to participate in pre-65 retiree medical benefits.

- e. Flight Attendants who retire before reaching age 65 will cease to be eligible to participate in retiree medical coverage upon reaching age 65. Eligible spouses and domestic partners of pre-age 65 retirees may continue to participate in medical and prescription drug coverage available to dependents until such time as the spouse or domestic partner reaches age 65. Eligible dependent children of pre-age 65 retirees may continue to participate in medical and prescription drug coverage until such time as the children lose eligibility under the Plan documents.
- f. Pre-65 retirees are not eligible for retiree dental coverage.

3. Age 65 and Post-65 Flight Attendants:

Age 65 and Post-65 Flight Attendant retirees are not eligible for medical and dental coverage except as provided in C.2.e.

4. Post-65 Flight Attendants and Social Security Disabled Flight Attendants:

Post-65 Flight Attendants and Social Security Disabled Flight Attendants are eligible to participate in a Medi-Gap policy for post-retirement medical coverage with 100% of the cost to be paid by the Flight Attendant.

5. The Company agrees to indemnify the Union from any and all liability, loss, damages, fines, penalties, excise taxes and costs, including reasonable expenses and reasonable attorneys' fees, which the Union sustains arising out of or in connection with these Company-proposed changes to Post-Retirement Medical for employees who retired on or by January 1, 2005. The Union agrees that it will not settle a matter covered by this indemnity agreement at the Company's cost without the Company's written approval, and that the Union will provide assistance as reasonably

required or requested by the Company in any matter for which such indemnity is being provided.

**D. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

1. Life Insurance

- a. The Company will pay one hundred percent (100%) of a Flight Attendant's basic group life insurance premium in accordance with Attachment C. A Flight Attendant, at her/his option, may limit her/his entitlement to the maximum tax protected group life insurance amount as stated in Section 79 of the Internal Revenue Service Code. (The amount, which is currently \$50,000.00, will be automatically adjusted as necessary to conform with the Code requirements.) Such option may be elected annually on or before January 1<sup>st</sup>.
- b. At a Flight Attendant's expense, the Company shall make available supplemental amounts of group life insurance (employee and dependent coverage) in accordance with Attachment C.
- c. Living Benefit Option

In accordance with the Company's insurance plan, terminally ill (i.e., life expectancy of twelve (12) months or less) Flight Attendants may request a portion of the life insurance amount to be paid as a living benefit. The amount cannot exceed eighty percent (80%) of the total life insurance amount. This amount and other limitations of the living benefit option are subject to the provisions of the Group Insurance Policy.

2. Accidental Death and Dismemberment Insurance

Each Flight Attendant shall be covered, at no cost to the Flight Attendant, for an amount of accidental death and dismemberment insurance equal to the amount of basic life insurance in effect on her/his life, subject to the limitations set forth in the Group Insurance Policy.

3. Voluntary Accidental Death and Dismemberment Insurance

Each Flight Attendant, at her/his expense, may purchase coverage (employee and dependent) up to \$1,000,000 at the applicable monthly premium as specified in Attachment C.

## **E. LONG TERM DISABILITY PLAN BENEFITS**

### **1. Flight Attendant Disability Prior to this Agreement**

Flight Attendants whose date of disability is prior to the effective date of this Agreement will be covered under the Agreement in force on the date the disability commenced.

### **2. Flight Attendant Disability On or After the Effective Date of this Agreement**

- a. The Company shall provide an LTD Plan for Flight Attendants with a monthly benefit equal to fifty percent (50%) of the Flight Attendant's average monthly earnings, not to exceed \$7,500. Average monthly earnings shall be based on the Flight Attendant's taxable income as reported on IRS Form W-2 for the calendar year preceding the commencement of the disability benefit, including pre-tax contribution compensation and excluding any non-wage compensation, divided by the number of full and partial months for which the participant actually received compensation.
- b. In order to be eligible for LTD coverage:
  - i. A Flight Attendant must have completed one (1) year of service and immediately before becoming disabled, have been on active status or on an approved medical or maternity leave of absence.
  - ii. In cases when a Flight Attendant is absent from work prior to the completion of one (1) year of service, eligibility shall commence upon the later of her/his return to work or upon completion of one (1) year of service.
- c. Disability during the first twenty-four (24) months of receiving LTD benefits is defined as the inability to perform the essential functions of the Flight Attendant position because of illness or injury. After twenty-four (24) months of receiving LTD benefits the Flight Attendant must be awarded

Social Security Disability Income (SSDI) to continue benefits under the Plan.

- d. LTD benefits will be offset by any retirement benefits, Workers' Compensation benefits, Primary Social Security benefits, statutory disability benefits, unemployment benefits, benefits from any other group disability plan and income from other employment, less any reasonable and customary attorney's fees approved by the Social Security Administration in awarding SSDI benefits.
- e. In order to receive LTD benefits, a Flight Attendant must follow the procedures established by the third party administrator. The claim must be supported by the Plan's specified documentation specified by the Plan Administrator. The Medical documentation requested by the Plan Administrator shall be reasonable and related to determining the Flight Attendant's benefit eligibility.
- f. The LTD benefits are payable after one hundred twenty (120) days from the commencement of the disability.
- g. LTD benefits under the Plan continue until the earlier of:
  - i. The date the Flight Attendant is no longer disabled.
  - ii.

<u>Age on the Commencement of a Disability</u>	<u>Maximum Disability Benefit Duration</u>
Under age 61	To your normal retirement age*, but not less than 60 months
Age 61	To your normal retirement age*, but not less than 48 months
Age 62	To your normal retirement age*, but not less than 42 months
Age 63	To your normal retirement age*, but not less than 36 months
Age 64	To your normal retirement age*, but not less than 30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

\*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.

- h. Flight Attendants receiving disability shall not be subject to a mandatory Return to Work program. However, such Flight Attendant may apply for positions within the Company and may fully analyze all aspects of any job offered prior to accepting any position. A Flight Attendant who does not elect to take such position shall maintain her/his eligibility to receive LTD benefits.
- i. At the Flight Attendant's option, a Flight Attendant experiencing a pregnancy may be automatically deemed disabled at the completion of her 24<sup>th</sup> week, unless her physician determines otherwise. In cases where a Flight Attendants physician determines disability at a different point (either prior to or following completion of the 24<sup>th</sup> week) the disability will begin on the date as determined by the physician. The one hundred twenty (120) day waiting period will begin on the date of disability.
- j. If a Flight Attendant who returns to work with the Company sustains a reoccurrence of the original disability within one hundred twenty (120) days after her/his return to work, such Flight Attendant shall not be subject to a new benefit waiting period and LTD benefits will recommence as a continuation of the original disability. LTD benefits will commence and be payable under the same terms and conditions of the LTD Plan in place at the time of the original disability.
- k. Flight Attendant contributions shall be twenty five percent (25%) of the Company's plan cost, updated annually, but in no event to exceed twenty (\$20) dollars per month per active Flight Attendant. All active (i.e., defined as active on Payroll status) Flight Attendants will participate in the Plan and will make such contributions. A Flight Attendant shall not be required to make payments during her/his first year of service as specified in Paragraph E.2.b., above. Flight Attendants on LTD are not on active status and therefore will not be required to make employee contributions to the LTD Plan.
- l. Long Term Disability Benefit Determination and all clinical Long Term Disability reviews are made by a third party long-term disability administrator. Prior to a change in the third party administrator, the Union shall be provided advance notice sufficient for the Union to be able to provide input of

such proposed changes. The Company will provide necessary information to the Union and give consideration to Union recommendations.

- m. Specific details of the Long Term Disability plan are contained in the Employee Summary Plan Description for the US Airways, Inc. Flight Attendant Long Term Disability Plan, which shall be made available to all Flight Attendants on the Company's employee only web sites.

#### **F. DEFINED CONTRIBUTION (DC) PLAN**

1. Flight Attendants will be eligible to participate in the US Airways, Inc. Employee Savings Plan (the "Plan). Flight Attendants will be eligible to receive the Non-Elective Employer Contribution which is equal to three percent (3%) of their eligible "compensation," as defined in the Plan, (i.e., base compensation including premiums, paid to a Flight Attendant for such period for services as an employee but determined prior to any exclusions for payroll contributions and other elective deferrals under Section 402(g)(3) of the Code, pre-tax contributions to any welfare benefit plan maintained by the Company or any Related Company, or pre-tax contributions for a qualified transportation fringe benefit under Section 132(f)(4) of the Code).
2. Flight Attendants currently participating in the Future Care 401(k) Plan (the "Future Care Plan") will remain subject to the terms of the Future Care Plan until transitioned to the Plan. Once transitioned, Flight Attendants will no longer be eligible to participate in the Future Care Plan and will no longer be eligible to receive the employer matching contribution provided under the terms of the Future Care Plan. However, Flight Attendants who participated in the Future Care Plan and have an employer matching contribution balance will be 100% vested in such employer matching contribution balance coincident with their transition to the Plan. Flight Attendants will be transitioned to the Plan as soon as administratively practicable, no later than 90 days following the first day of the first pay period following ratification.
3. Under the Plan, a Flight Attendant will be one hundred percent (100%) vested in the Non-Elective Employer Contributions upon the completion of one (1) year of service with the Company. Flight Attendants will be credited with prior service

with the Company for purposes of this vesting rule such that at the time of transition to the Plan, Flight Attendants on the System Seniority List with at least twelve (12) months of service as a Flight Attendant with the Company as of date of the ratification of the Agreement will be one hundred percent (100%) vested in the Non-Elective Employer Contributions they will receive under the Plan.

4. Company contributions to the Employee Savings Plan will be deposited in each Flight Attendant's account consistent with the timing of contributions to the defined contributions plans for the Company's other employee groups.
5. The Company will make Flight Attendants eligible to participate in the Plan, which is a 401(k) salary deferral plan. Subject to the rights of the Company reserved under the terms of the Plan, the Plan will remain in effect for the same duration and on the same basis as extended to any other employee groups participating in a Company sponsored 401(k) salary deferral plan, provided all applicable laws associated with the administration of the Plan are adhered to.

#### **G. PASSES**

1. A Flight Attendant shall be provided on-line and interline pass benefits in accordance with Company Policy unless otherwise provided for in this Agreement. These benefits shall include retiree travel and survivors of deceased employee travel in accordance with Company policy. During the term of this Agreement, the Company shall not modify its pass policy to cap the number of times Flight Attendants, retired Flight Attendants, their spouses, eligible dependents and survivors, may utilize their space available travel privileges, to reduce their relative boarding priority with respect to other employee groups, or to otherwise substantially reduce this underlying benefit. This Paragraph shall not prevent the Company from making changes to the administration of the pass policy.
2. A retired employee covered under this Agreement will be extended online and interline free and reduced rate transportation privileges in accordance with Company policy, interline reciprocal agreements and Federal Regulations.

3. 25/45 and Retiree Travel

A Flight Attendant who has completed twenty-five (25) years of service with the Company as a Flight Attendant and has attained the age of forty-five (45) and who leaves the Company shall be eligible for on-line passes in accordance with Company policy as if she/he were still in an active status. For any medical leave commencing after the Date of Ratification of this Agreement, only the first five (5) consecutive years of any unpaid Medical Leave of Absence shall be credited for purposes of calculating the number of years of service to determine eligibility for 25/45 Retiree Travel. When a Flight Attendant under this Paragraph becomes eligible for and receives retirement benefits, she/he shall be eligible for other travel benefits that are effective under the retirement benefit program for Flight Attendants.

4. For the purpose of benefits related to retirement such as retiree passes and retiree medical, Flight Attendants shall be eligible for such benefits as of age fifty-five (55) and five (5) years of service or age of fifty-two (52) and five (5) years of service for former Shuttle Flight Attendants that qualify under the language contained in Sideletter 7.

5. Survivors of Deceased Employees

- a. All requests for non-revenue travel will be made through the US Airways travel website or the Employee Travel Line.
- b. If the surviving spouse remarries, all non-revenue travel benefits will cease. On an annual basis, a surviving spouse will be required to submit a copy of IRS tax filings which indicate marital status and names of dependents.
- c. The surviving spouse and minor children of an employee who has died prior to retirement with less than ten (10) years of service, are eligible for unlimited online reduced rate and pass travel for a period of one (1) year after the employee's death provided for in the Employee Travel Guide.
- d. The surviving spouse and minor children of an employee who has died prior to retirement with ten (10) or more years of service are eligible to receive unlimited on-line reduced rate and pass travel provided for in the Employee Travel Guide.



- e. The surviving spouse and minor children of an employee who has died prior to retirement due to an aircraft accident while performing Flight Attendant duties are eligible to receive unlimited reduced rate and pass travel provided for in the Employee Travel Guide.
- f. It is understood that this Agreement is subject to Federal laws governing employee/dependent travel.

## **H. INTERNATIONAL EMERGENCY MEDICAL CARE**

A Flight Attendant that must seek emergency medical care while traveling on either Company business or personal vacation outside of the United States will receive the same level of reimbursement as if the care occurred in the United States. This reimbursement is limited to conditions that arise after travel commences and specifically excludes reimbursement to individuals who seek treatment outside of the United States for an existing medical condition.

## **I. GENERAL**

If more favorable Medical/Dental Plan terms, policies or arrangements are instituted for any other union groups, such terms, policies or arrangements will be provided to the Flight Attendants. Any dispute regarding the interpretation or application of this Paragraph shall be resolved through arbitration under the provision of Section 30.

Attachment A

Overview of Medical Plans

Plan	PCP Co-Pay	Specialist Co-Pay***	Urgent Care	ER*	Deductible		Out of Pocket Maximum	Out of Pocket Maximum	Hospital In-network	Hospital Out-of-Network		
					In-Network	Out-of-Network						
PPO 100/80	\$25	\$40	\$40	\$100	In-Network (Single two or more people) \$225-\$450	Out-of-Network (Single two or more people) \$450-\$900	\$3,000	\$6,000	100%	80%		
PPO 90/70	\$25	\$40	\$40	\$100	\$225-\$450	\$450-\$900	\$15,000	\$3,000	\$3,000	\$6,000	90%	70%
PPO 80/60	\$25	\$40	\$40	\$100	\$450-\$900	\$900-\$1,800	\$3,000	\$6,000	\$12,000	\$6,000	80%	60%
OOA 100	100% of R.&C charges, after annual deductible	100% of R.&C charges, after annual deductible	100% of R.&C charges, after annual deductible	100% of R.&C charges, after annual deductible	\$225-\$450				NA		100% of R.&C charges, after annual deductible	
OOA 90	90% of R.&C charges, after annual deductible	90% of R.&C charges, after annual deductible	90% of R.&C charges, after annual deductible	90% of R.&C charges, after annual deductible	\$225-\$450						90% of R.&C charges, after annual deductible	
OOA 80	80% of R.&C charges, after annual deductible	80% of R.&C charges, after annual deductible	80% of R.&C charges, after annual deductible	80% of R.&C charges, after annual deductible	\$450-\$900						80% of R.&C charges, after annual deductible	

\*Waived if admitted per plan documents.

\*\*Out of Pocket Maximums in addition to co-pays, where applicable.

\*\*\*Physical, occupational, and speech therapy and chiropractic care are considered specialists and are included in the specialist co-pay tier.

## Attachment B

### Overview of Prescription Drug Coverage

Plan	Retail Generic (34 Day Supply)	Retail Preferred Brand (34 Day Supply)	Retail Non-Preferred Brand (34 Day Supply)	Mail Order Generic (>34 to 90-Day Supply)	Mail Order Preferred Brand (>34 to 90-Day Supply)	Mail Order Non-Preferred Brand (>34 to 90-Day Supply)
PPO 100/80	\$15	\$30	\$50	\$30	\$60	\$100
PPO 90/70	\$15	\$30	\$50	\$30	\$60	\$100
PPO 80/60	\$15	\$30	\$50	\$30	\$60	\$100
OOA 100	\$15	\$30	\$50	\$30	\$60	\$100
OOA 90	\$15	\$30	\$50	\$30	\$60	\$100
OOA 80	\$15	\$30	\$50	\$30	\$60	\$100

There is no coverage for prescriptions filled at pharmacies that are not part of the Pharmacy Benefit Manager's network. The Plans have a mandatory mail order program for maintenance medications.

## Attachment C: Group Term Life Insurance

Plan Provision Category	Provision
Basic Group Term Life employee coverage (100% employer paid)	2 x base annual salary (defined as hourly rate x 78 credit hours x 12 months), rounded to the next higher \$1,000, up to a maximum coverage amount of \$400,000.
Basic Group Term Life dependent coverage (100% employer paid)	Spouse/Domestic Partner: \$3,500 coverage (imputed income to employee for value of coverage above allowable limits if applicable) Child: \$1,500 coverage ages 15 days to 6 months; \$2,000 coverage age 6 months to end of the year in which the child turns 18 or to the end of the year in which the child turns 23 if full-time student
Supplemental Group Term Life employee coverage (100% employee paid)	Multiples of \$25,000 up to \$200,000 then increments of \$100,000, up to a maximum of \$1,000,000, subject to evidence of insurability for coverage amounts above \$300,000 (or coverage amounts greater than \$25,000 when elected after initial eligibility waiting period).
Supplemental Group Term Life dependent coverage (100% employee paid)	Multiples of \$25,000 up to a maximum of \$100,000 not to exceed 100% of employee's combined basic and supplemental amounts. EOI is not required if dependents are enrolled when first eligible. After the initial eligibility period, supplemental coverage requested over \$25,000 will be subject to evidence of insurability.

Basic and supplemental employee coverage and supplemental dependent coverage is subject to a reduction schedule beginning at age 65.

## Attachment C: Accidental Death & Dismemberment Insurance

Plan Provision Category	Provision
Basic Group AD&D employee coverage (100% employer paid)	2x base annual salary (defined as hourly rate x 78 credit hours x 12 months), rounded to the next higher \$1,000 up to a maximum of \$400,000 (an amount equal to Basic Group Term Life coverage).
Voluntary AD&D employee coverage (100% employee paid)	Multiples of \$25,000 up to \$200,000 then increments of \$100,000, up to a maximum of \$1,000,000.
Voluntary AD&D dependent coverage (100% employee paid)	Multiples of \$25,000 up to \$100,000

Basic and supplemental coverage is subject to a reduction schedule beginning at age 65.

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## **SECTION 27 - ON THE JOB INJURY (OJI)**

- A. A Flight Attendant who becomes ill or injured as a result of an occupational incident shall receive Workers' Compensation benefits in accordance with individual State laws.
- B. The Company shall pay protect a Flight Attendant who suffers an occupational illness or injury for the greater of her/his scheduled or actual credit hours per Section 3, Compensation, for the duty period in which the illness or injury occurs provided such occupational illness or injury claim is approved by the designated Worker's Compensation insurance provider.
- C. A Flight Attendant may use her/his accrued sick leave and/or vacation banks in order to receive pay for trip(s) or reserve days which were scheduled to occur during the statutory waiting period before Workers' Compensation benefits may begin. Trip(s) are based on the Flight Attendant's projected line as of the commencement of the statutory waiting period. The waiting period will be otherwise unpaid. Unless advised by the Flight Attendant, the Company will assume she/he wishes to use accrued sick leave and scheduled vacation during the waiting period and will debit her/his sick leave and vacation banks accordingly. If a Flight Attendant wishes to utilize vacation following the exhaustion of her/his sick leave, she/he must notify the Company. To the extent the Flight Attendant receives retroactive payments of Workers' Compensation benefits for the statutory waiting period, she/he will be required to reimburse the Company for the sick leave and vacation pay and the Flight Attendant's sick leave and vacation banks will be credited accordingly.

### **D. SALARY CONTINUANCE**

- 1. A Flight Attendant who is receiving Workers' Compensation benefits will receive salary continuance in accordance with Paragraph D.2, below, until such time as she/he is released for duty. The amount of salary continuance provided by the Company will be adjusted to reflect any federal or state income tax benefit received by the Flight Attendant as the result of receiving Workers' Compensation benefits. Salary continuance will be offset by the Workers' Compensation benefits. A Flight Attendant who receives more salary continuance than she/he is entitled to will reimburse the Company for the amount of overpayment in accordance with Section 3, Compensation. The Company will

promptly notify a Flight Attendant in writing of any overpayment amounts. If the Flight Attendant continues to be disabled when the period of salary continuance ends, she/he may be placed on Long Term Disability in accordance with Section 26.

2. A Flight Attendant who is receiving Workers' Compensation benefits shall be eligible to receive salary continuance for a total period of up to six (6) months as a result of that particular illness or injury, except that such period shall be extended up to thirty-six (36) months if the injury is incurred while performing Flight Attendant duties and is because of an Aircraft Accident which resulted in any of the following: 1) hospitalization of more than forty-eight (48) hours, commencing within seven (7) days from the date the injury was received; 2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); 3) causes severe hemorrhages, nerve, muscle or tendon damage; 4) involves any internal organ; or 5) involves second- or third-degree burns, or any burns affecting more than five percent (5%) of the body surface. For the purposes of this Paragraph, "Aircraft Accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives Substantial Damage. "Substantial Damage" shall be as defined in CFR, Title 49, Transportation, Chapter VIII, PART 830, Subpart A – General, Section 830.2. An eligible Flight Attendant who applies for Long Term Disability benefits pursuant to Section 26, may commence such coverage once she/he has exhausted her/his salary continuance.
3. If the Flight Attendant receives salary continuance during the month of illness or injury, the six (6) or thirty-six (36) month period shall begin during the month of injury. If the Flight Attendant does not utilize salary continuance during the month of illness or injury, i.e., she/he has already worked more than her/his six (6) month average or monthly maximum, the six (6) or thirty-six (36) month period will commence the month after the month of illness or injury.
4. For purposes of determining the last six (6) months as an active Flight Attendant, only months when the Flight Attendant has been active at least fifteen (15) days in a month shall be included in the calculation. In determining the six (6) month average, all credit

hours, including any credit hours from the ETB, shall be included in the calculation.

5. A Flight Attendant eligible for salary continuance shall receive the following:

- a. Unable to Report All Month:

If unable to report for duty for the entire month, she/he shall receive an amount equal to her/his six (6) month average but in no case shall she/he receive an amount greater than a monthly maximum of one hundred ten (110) hours.

- b. Returning to Duty Mid-Month:

If returning to duty for a portion of the month after the month has commenced, she/he shall receive salary continuance according to the following formula:

- i. Lineholder:

(The non-high option Monthly Maximum as established by the Director of Crew Scheduling, or if the Flight Attendant's six (6) month average is higher than the non-high option maximum, the Lineholder's six (6) month average not to exceed one hundred ten (110) hours  $\div$  # of days in bid month)  $\times$  # of days from the beginning of the bid month to release date.

- ii. Reserve:

(Six (6) month average but not to exceed monthly maximum of one hundred ten (110) hours  $\div$  # of days in bid month)  $\times$  # of days from the beginning of the bid month to release date.

- c. Disabled Mid-Month Without Returning the Same Month:

If, after reporting for duty for any portion of the month, should an occupational illness or injury preclude a Flight Attendant from returning to duty the same month, she/he shall receive salary continuance according to the following:

- i. If the amount of credited time flown in the partial month plus the remaining scheduled time in the Flight



Attendant's original line exceeds the six (6) month average, the Flight Attendant can claim the remaining scheduled time in the Flight Attendant's original line, but in no case shall she/he claim an amount greater than the monthly maximum of one hundred ten (110) hours.

- ii. If the amount of credited time flown in the partial month plus the remaining scheduled time in the Flight Attendant's original line does not exceed the six (6) month average, she/he can claim the difference up to the average, but in no case more than the monthly maximum of one hundred ten (110) hours.

d. Disabled Mid-Month and Returning the Same Month:

If a Flight Attendant becomes injured or ill after the month has commenced and returns to work prior to the end of the month, she/he shall receive salary continuance according to the following:

i. Lineholder:

If a Lineholder becomes injured or ill after the month has commenced, and returns to work prior to the end of the month, she/he shall receive salary continuance according to the following:

The amount of salary continuance will be determined by a combination of credited time accumulated prior to the injury or illness, pairing missed pay for the pairing on which the injury or illness occurred, pairing(s) missed pay for any pairing(s) in the line during the period of injury or illness and the prorated value for each scheduled day off during the period of injury or illness ("E" in the following formula) as defined below.

$$A - B = C$$

$$C \div D = E$$

A = monthly flying obligation at the time of injury

B = amount of credited time (including time flown previous to the injury or illness, pairing value on which

the injury or illness occurred, applicable vacation, or sick claims, and any credited time remaining in the line from the date of injury or illness until the end of the month)

C = number of hours needed to reach monthly flying obligation at the time of injury

D = total number of scheduled days off remaining in the line from the point of injury or illness to the end of the month

E = prorated value for each scheduled day off remaining in the line from the point of injury or illness to the end of the month

NOTE: If a Lineholder has initiated a sick call in the month when an occupational injury or illness occurs, she/he shall have her/his prorated off day value calculated as if she/he claimed all time from the sick call.

Example: (Projection= 80:00 / Monthly Maximum = 110:00)

Date Pairing			
1	1002		
2	TPA		
3	DEN	20:00	
4			
5			
6			
7	1002		
8	TPA	injured	
9	DEN	20:00	
10			2:00
11			2:00
12			2:00
13			2:00
14	1002		
15	TPA		
16	DEN	20:00	
17			2:00
18			2:00
19			2:00

20		2:00
21		2:00
22		2:00
23	doctor release	2:00
24	return to work	
25		
26	1002	
27	TPA	
28	DEN	20:00
29		
30		

In the above example, the Lineholder accrued twenty hours (20:00) of flight time credit before commencing her/his pairing on the 7<sup>th</sup>. As a result of an occupational injury sustained on the 8<sup>th</sup>, she/he would be credited for the time flown on the 7<sup>th</sup> and 8<sup>th</sup>, plus the difference in salary continuance for the 8<sup>th</sup> and 9<sup>th</sup> to equal a total payment of twenty hours (20:00) for the pairing, as well as trips missed for her/his pairing on the 14<sup>th</sup> (20:00). In addition, using the calculation below for determining the value of each scheduled day off between the time of injury and her/his release to return to work, she/he would be entitled to receive additional salary continuance as follows:

#### Determination of Prorated Daily Rate For Days Off:

Using the above line with four 3-day pairings, each worth 20:00 = 80:00:

The line has 15 scheduled days off after the occupational injury.

The Monthly Maximum is 110:00.

Therefore, in addition to the scheduled time in her/his line, the Lineholder was also eligible to fly an additional 30:00 somewhere during her/his remaining 15 days off in the month (110:00 - 80:00 = 30:00).

Each day off will be credited with a prorated number of hours that would be necessary for the Lineholder to reach

the monthly maximum as established by the Director of Crew Scheduling (in this case, the prorated number of hours would be 30:00) divided by the total number of scheduled days off remaining during the month after the occupational injury occurred (15):  $30:00 \div 15 = 2:00$

Pairing on the 1st	= 20:00
Pairing on the 7th	= 20:00
Pairing on the 14th	= 20:00
Pairing on the 26th	= 20:00
Total for days off (11 days X 2:00)	= 22:00
Total credited time	= 102:00

After her/his release to work, the Lineholder would be expected to fly a minimum of 28:00 (which is the value of her/his pairing on the 26th plus the difference that would be needed to reach a maximum of 110:00).

If the combination of trips missed and the daily prorated value for days off exceeds the monthly maximum, the Lineholder shall only be paid up to the monthly maximum as established by the Director of Crew Scheduling.

ii. Reserve:

A Reserve will receive salary continuance in the amount equal to her/his six (6) month average not to exceed the monthly maximum of one hundred ten (110) hours  $\div$  by the total number of days in the month  $\times$  the number of days from the date of disability until the date of release.

- E. Any dispute regarding a Flight Attendant's return to work not otherwise governed by the applicable Worker's Compensation statute will be resolved pursuant to Section 28, Medical Examinations.
- F. If a Workers' Compensation claim is denied, the Flight Attendant may appeal such claim through normal state channels. While the claim is in the appeal period, the Flight Attendant will, at the Flight Attendant's option, be paid sick leave and/or vacation if she/he has sick leave or vacation credit in her/his bank. If a Flight Attendant is claiming sick leave and has scheduled vacation, she/he must notify the Company if she/he wishes to cancel the scheduled vacation. If the decision is reversed and the claim is approved, the amount of sick leave and vacation time claimed, and sick leave and vacation that would have

been accrued but for the original denial of the claim during the appeal period will be returned to the Flight Attendant's sick leave and vacation banks. The amount of sick leave and vacation time reinstated will be limited to the amount of salary continuance the Flight Attendant would have been eligible for pursuant to Paragraph D.5, above. Taxes will be adjusted in accordance with the law. However, if the Flight Attendant has no sick leave or vacation time and the decision is reversed and the claim approved, then salary continuance along with related benefits will be paid retroactively.

- G. A Flight Attendant shall not be required to work light duty in order to qualify for salary continuance.
- H. The Company shall notify a Flight Attendant in writing upon commencement of an OJI Leave of the Flight Attendant's responsibilities under Section 25.K.5. (other employment while on leave) of this Agreement.
- I. A Flight Attendant receiving salary continuance shall accrue sick leave and vacation according to the following:

Date of Injury	Sick Leave Accrual	Vacation Accrual
Prior to 5/1/00 (Former East only)	36 months	36 months
Between 5/1/00 and 12/31/02 (Former East only)	6 months	Balance of calendar year in which salary continuance commences
1/1/03 and after	6 months	6 months

**J. BENEFITS**

A Flight Attendant shall be considered an active employee for all purposes, i.e., pass privileges, medical, dental, vision, disability and life insurance for the duration of the time she/he is receiving salary continuance and for any period of time following the conclusion of salary continuance that the Flight Attendant is claiming sick leave or vacation. Following the expiration of salary continuance and the exhaustion of sick leave and vacation banks, if utilized, the Flight Attendant shall be placed on an unpaid Medical Leave of Absence and shall receive all continued benefits associated with that leave.

- K. A Flight Attendant shall retain and accrue seniority and longevity for the duration of the OJI leave of absence.
- L. A Flight Attendant on OJI leave of absence may, upon request, attend training if approved in advance by the Inflight Department.
- M. A Flight Attendant on OJI leave of absence during her/his probationary period shall have her/his probationary period extended accordingly.
- N. A Flight Attendant who becomes ill or injured as a result of an occupational incident shall not be charged a sick leave occurrence for absences related to the occupational illness or injury.

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## **SECTION 28 - MEDICAL EXAMINATIONS**

- A. Except as otherwise provided in the Agreement, a Flight Attendant shall not be required to submit to any Company medical examination unless the Company determines that reasonable grounds exist to establish that a Flight Attendant's physical or mental health condition may impair the performance of her/his normal duties as a Flight Attendant. The Flight Attendant shall be notified in writing of such reasonable grounds. The medical or mental health examination authorized under this Paragraph A shall be subject to the following conditions:
1. The Company shall choose the medical doctor or mental health professional (collectively referred to as the "health care provider") who will conduct the examination and shall be responsible for the cost of the examination and all related laboratory tests and other diagnostic procedures.
  2. The Company may submit to the examining health care provider an impartial written explanation of the circumstances giving rise to the request for the examination. The Flight Attendant shall be provided a copy of the Company's explanation at the same time the Company submits the explanation to the health care provider.
  3. If the Company's examining health care provider recommends that the Flight Attendant be examined by a specialist(s), the Flight Attendant shall be referred to the specialist(s). The Flight Attendant shall be examined by the specialist(s) at the Company's expense. The Flight Attendant shall receive a written explanation of the reasons for the further examination if she/he so requests. Nothing contained herein shall prevent the Company from making an initial referral to a specialist(s).
  4. Records of any examinations, laboratory and x-ray reports, or other diagnostic procedures shall be maintained by the examining health care provider(s). Any information obtained by or as a result of such examination(s) shall be strictly confidential between the examining health care provider(s) and the Flight Attendant and shall not be divulged to any other person without the specific written permission of the Flight Attendant except as provided in Paragraph A.6, below. The Flight Attendant shall receive copies



of all evaluations, reports, diagnostic interpretations, and test results at the Company's expense.

5. The examining specialist(s), if used, shall notify the Company's health care provider, in writing, of only those medical condition(s) that directly relate to the Flight Attendant's ability to perform the essential functions of her/his position.
  6. The Company's health care provider or examining specialist(s), if used, shall also advise the Company, to the extent requested to do so, as to the nature of the illness or injury; any restrictions required in connection with the injury or illness; and the estimated date of return to active flight status. No other information shall be provided to or requested by the Company.
  7. A copy of the written report(s) and finding(s) provided upon receipt by the health care provider(s) or specialist(s) to the Company shall also be provided to the Flight Attendant by the health care provider(s) or specialist(s). If the health care provider fails to provide the report(s) and finding(s), the Company shall provide the report(s) and finding(s) to the Flight Attendant, upon request.
- B. The Company will conduct any examination provided for in this Section in the metropolitan area in which the Flight Attendant resides, unless the Company is unable to locate a suitable health care provider to conduct such examination. If it is not possible for the Company to provide the examination in the area in which the Flight Attendant resides, the Company will furnish the Flight Attendant with round-trip positive space transportation over the Company's system from the US Airways station nearest her/his residence to the location of the health care provider. A Flight Attendant shall be provided lodging, transportation for travel from the airport to/from the location of the health care provider and reimbursement for reasonable actual meals.

If the Flight Attendant drives to the site of the examination, excluding any travel to reach the US Airways station nearest the Flight Attendant's residence for the purpose of air travel, the Company shall reimburse the Flight Attendant for transportation at IRS minimum rates, reasonable actual meals and lodging, if she/he must travel more than twenty-five (25) miles from her/his residence to the site of the examination.

- C. A Flight Attendant may appeal the Company health care provider's determination in the following manner:
1. The Flight Attendant, at her/his own expense, may retain a qualified health care provider (one whose medical practice or specialization is consistent with the findings made by the Company's health care provider) of her/his own choosing to examine the Flight Attendant to confirm or refute the results of the initial examination by the Company's health care provider.
  2. The Flight Attendant shall sign a release and the Company's health care provider immediately shall forward her/his complete medical file to the Flight Attendant's health care provider prior to the subsequent examination.
  3. The Flight Attendant's health care provider shall forward a written report outlining the results of the second examination to the Company's health care provider for review. If the Company's and Flight Attendant's health care providers make the same determination regarding the Flight Attendant's fitness for duty, there shall be no further review of the case.
  4. In the event the findings of the Flight Attendant's health care provider disagree with those of the Company's health care provider, at the Flight Attendant's option, the Company and the Flight Attendant shall jointly request, in writing, that the two health care providers agree upon and appoint a third qualified and disinterested health care provider who is a specialist in the appropriate field of medicine to conduct an independent examination, of the Flight Attendant. At least twenty-four (24) hours prior to the scheduled independent examination, the neutral health care provider shall be given copies of the Flight Attendant's medical files and all other reports and films relied on by the Company's and Flight Attendant's health care providers in making their determinations.
  5. The neutral health care provider shall then examine the Flight Attendant and shall provide the parties' respective health care providers with a written report no later than ten (10) business days from the date of the examination. The medical dispute shall be settled on the basis of such findings and the parties agree to be bound by the determination made by the neutral health care provider regarding the Flight Attendant's fitness for duty.

6. The Flight Attendant and the Company shall each pay one half of the costs of the independent examination.
- D. In connection with the procedures in Paragraphs A. and C., above, if a Flight Attendant is withheld from service under the provisions of those Paragraphs and it is subsequently determined by the Company or the neutral health care provider that the Flight Attendant was actually fit to perform her/his duties, the Company shall take the following actions:
1. When a Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company's medical examination and appeals such action under the provisions of this Section, she/he shall, if such action is proven to be unwarranted as provided in this Section, be paid retroactively for time lost, the amount which she/he would have ordinarily earned, based on a six month average as an active Flight Attendant, had she/he been continued on flight status during such period.
  2. If the Flight Attendant used any sick leave or vacation time while she/he was held out of service, such time shall be restored to the Flight Attendant's sick leave and vacation banks.
  3. The Flight Attendant will be provided lost benefit accruals (i.e., sick leave, vacation, 401k match, applicable passes if any, FICA, and other wage taxes and insurance premiums).
  4. All references to the medical dispute shall be removed from the Flight Attendant's personnel file and Inflight file.

E. **GENERAL**

1. Any examination conducted under the provisions of this Section shall be performed within ten (10) business days of the receipt of the applicable written notification of the examination. Reasonable additional time shall be afforded to the examining health care provider so that she/he can receive and evaluate the results of special laboratory, x-ray, or other necessary tests. The parties may mutually agree, in writing, to waive or extend the time limits set forth above.
2. A Flight Attendant shall not be required to undergo any examination under the provisions of this Section within twelve (12) hours before or after a duty period.

3. Medical or mental health information obtained under the provisions of this Section shall be collected and maintained in separate medical files by the Company and shall be treated as confidential medical records consistent with the record keeping requirements of the Americans with Disabilities Act (ADA) and/or FMLA.
4. When required by a court order or other legal requirement to release medical information, the Flight Attendant shall be notified of such action before the Company complies with the court order.
5. Nothing herein shall prevent the Company from rendering first aid or medical service to a Flight Attendant in the event of illness or injury.
6. In the event a Flight Attendant is determined to be unfit to perform Flight Attendant duties as a consequence of the procedures described in Paragraphs A. and C., above, the Flight Attendant may, at her/his option, receive Sick Leave benefits in accordance with Section 9, Sick Leave, from the date withheld from service.
7. This Section does not preclude any requirements by the Company's insurance administrators for additional medical examination and/or information related to benefit coverage, eligibility, and/or continuation.

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## **SECTION 29 - TRAINING**

- A. A Flight Attendant shall not be required to pay for training required or conducted by the Company.
- B. The Company may conduct training at various domiciles.
- C. Daily training periods shall not exceed eight hours and thirty minutes (8:30), excluding a lunch period. Except during extraordinary circumstances when simulators/mock-ups are not available and that portion of training is required on the aircraft, training shall not be scheduled to begin between 2200 and 0600.

### **D. BIDDING AND ASSIGNMENT**

- 1. The Company will implement an electronic bidding system for the scheduling of training. Such bids will be processed in seniority order and will allow the Flight Attendant to buddy bid. Results will be posted prior to the opening of the monthly PBS bid. Training dates awarded will be placed on each Flight Attendant's line as a pre-planned absence.
  - a. Electronic training bid packages (in printable and downloadable format), including bidding instructions, shall be distributed through an electronic bidding system to all Flight Attendants. The training bid package shall contain a list identifying biddable training events.
  - b. Flight Attendants shall bid for training prior to the 8<sup>th</sup> of the month preceding the training base month. Flight Attendants will be supplied training material two (2) months prior to her/his base month.
  - c. When more than one (1) training day is required, a Flight Attendant will be required to bid for training as consecutive days, if applicable.
  - d. A Flight Attendant shall submit a bid for training or have a standing bid on file indicating her/his bid preferences for training.
  - e. In the event special training is mandated by the Company, Federal Aviation Administration or other governmental

agency where classroom training is required, training periods shall be made available for bid. This Paragraph shall not apply to such training where insufficient time exists for a Flight Attendant to bid.

- f. Preference for training dates shall be considered in accordance with seniority however priority to fulfill training during the base month shall be the objective of the electronic bidding system during the training award. Training dates awarded or assigned to a Flight Attendant shall be designated as planned absences in PBS.
  - g. A Flight Attendant who fails to bid or bids insufficiently her/his training will be assigned in seniority order.
  - h. In the event that training classes are not sufficient to accommodate scheduling those Flight Attendants who require training during their base month, training shall be made in seniority order during the grace month with priority given to fulfilling the requirement for training of those Flight Attendants bidding in their grace month.
2. A Flight Attendant will not be assigned to training on a vacation day but may elect to attend training during her/his scheduled vacation.
  3. A Flight Attendant's base month may only be changed by the Company. Notification of such change will be provided promptly to the Flight Attendant. The Company will make every effort to resolve base month imbalances through the distribution of the base month assignments to newly hired Flight Attendants. The Company agrees not to move Flight Attendants' base months because of the US Airways/America West operational integration.
  4. A Flight Attendant on a leave of absence may, upon request, attend training, if approved in advance by the InFlight Department.
  5. A day in training, including any day(s) of travel between domicile and training when required by the Company, will not be considered a day off for purposes of the minimum days off provisions of this Agreement. A Flight Attendant, who, because of training, would receive less than the minimum days off will, upon

request, receive another minimum day(s) off pursuant to this Agreement.

6. Trips/Training Conflicts

- a. Any training dates awarded or assigned shall be placed in a Flight Attendant's PBS bid as a preplanned activity and her/his PBS award shall not create a conflict with her/his awarded or assigned training date(s).
  - b. If the Flight Attendant is illegal to originate a pairing subsequent to a training event, due to circumstances beyond her/his control, the provision relating to Illegal Through No Fault, Section 10, Scheduling, shall apply.
  - c. If actual operations cause a Reserve's training day to be extended into her/his Moveable Day, Section 12, Reserve, Paragraph B.3.e., shall apply. If actual operations cause a Reserve's training day to be extended into her/his Golden Day, Section 12, Reserve, Paragraph D. shall apply.
  - d. If through no fault of the Flight Attendant, a Flight Attendant is assigned training which conflicts with her/his assigned pairing the Flight Attendant shall be dropped from the pairing(s) that conflicts with training. The Flight Attendant shall not be obligated to make up the time. Pay protection will not apply.
7. A Flight Attendant assigned a training date pursuant to Paragraph D.1., above, may switch to any available training opening that does not create a conflict. The request must be submitted at least five (5) business days prior to her/his scheduled training date.
8. Flight Attendants may trade training dates that fall within the same bid month with each other. All trades must be submitted via an automated process or to Training Registration no later than 0900 HDT on the business day prior to the training date(s). If training falls on a Sunday or Monday, the trade must be processed no later than the business day before the training date. Trades will not be approved if they create a scheduling conflict, are not in accordance with the terms of this Agreement or are not in compliance with applicable FARs.



## **E. TRAINING PAY**

1. A Flight Attendant shall receive seventy-five dollars (\$75.00) pay for each day of recurrent training. If Distance Learning is substituted for a day of recurrent training, the Flight Attendant shall be paid seventy-five dollars (\$75.00) pay for the Distance Learning.
2. A Flight Attendant shall receive seventy-five dollars (\$75.00) pay for each day of non-recurrent classroom training.
3. A Flight Attendant shall receive the following pay for non-recurrent Distance Learning as determined by the amount of time a Flight Attendant would reasonably take to complete the training:  
up to 2 hours - \$25.00, 2:01 hours-4:00 hours - \$50.00, 4:01-8:00 hours - \$75.00.
4. A travel day to and from training on a day other than an actual training day shall be considered a day in training for pay purposes, i.e. seventy-five dollars (\$75.00) pay. A Flight Attendant receiving pay under this provision shall not receive deadhead pay and credit for deadhead travel on that day unless the deadhead pay between domicile and training would provide greater pay and credit, in which case the Flight Attendant would receive only the deadhead pay and credit.
5. A Flight Attendant who reports to the airport for her/his scheduled deadhead to training, including a scheduled deadhead from her/his residence as specified in Paragraph H1., below, and the flight fails to operate or is delayed so that the Flight Attendant will not be able to attend training or arrive home within the sixteen (16) hour limitation will receive a minimum of two (2) hours pay and credit, provided an alternate deadhead flight and training class is not available within the sixteen (16) hour limitation, determined by the check-in time for the original flight.

## **F. EXPENSES**

1. A Flight Attendant awarded or assigned to training away from her/his domicile shall be paid per diem accordance with Section 4 for all hours away from her/his domicile. If the Flight Attendant opts to travel from her/his residence, the per diem shall be provided as if she/he traveled from her/his domicile.

2. A Flight Attendant awarded or assigned to training at her/his domicile shall be paid per diem in accordance with Section 4 for all actual hours in training, excluding Distance Learning.
3. When a Flight Attendant travels to another domicile for training she/he shall be eligible for transportation in accordance with Section 6. A Flight Attendant will be eligible for lodging in accordance with Section 6 when:
  - a. For each overnight between training classes, when two (2) or more consecutive days of training are scheduled.
  - b. At the Flight Attendant's request, when the combination of scheduled travel with deadheading to and from domicile to training and training time exceeds sixteen (16) hours, including check-in and check-out.
  - c. If an event beyond the control of the Flight Attendant, e.g., flight cancellation, irregular operations, weather, class runs late, extends the combination of travel and training beyond the sixteen (16) hour limitation as specified in Paragraph D., above, the Company shall provide a single hotel room in accordance with Section 6, for such Flight Attendant. Lodging shall be obtained by contacting Crew Scheduling. The Flight Attendant shall receive pay and credit for the additional travel day as specified in Paragraph E.4., above.

#### **G. DISTANCE LEARNING**

1. One day of recurrent training may be scheduled as Distance Learning. The Flight Attendant will complete the Distance Learning prior to the commencement of recurrent training.
2. The total number of hours required to complete any Distance Learning shall not exceed eight (8) hours.
3. The Company may require the Flight Attendant to complete Distance Learning as a computer based program on an annual basis. The Company will provide all necessary materials or computer programs to Flight Attendants at no cost at least two (2) months prior to recurrent training. The Flight Attendant shall be able to access such program on her/his home computer. The

Company will provide a hard copy of a study guide covering the materials that the Flight Attendant will be tested on during recurrent training.

4. The Flight Attendant shall be paid for Distance Learning as specified in Paragraph E.1., above.
5. In each domicile, the Company will make available at the airport one (1) technically suitable computer for every seventy-five (75) Flight Attendants. A number of such computers will be located in an area suitable for study and the completion of CBT.

## **H. DUTY AND REST FOR TRAINING**

1. The combination of travel while deadheading to and from domicile to training and training time will not exceed sixteen (16) hours without an intervening rest as specified in Paragraph H.2., below, except at the Flight Attendant's option. The sixteen (16) hour period will start at the beginning of the training class or, if deadheading to training, at check-in for the deadhead flight to training. The sixteen (16) hour period will end at the conclusion of training or, if deadheading from training, at the check-out from the deadhead flight.
2. Each Flight Attendant will receive rest for training as follows.
  - a. Prior to training in domicile or check in for the deadhead flight from her/his domicile to training, the Flight Attendant will receive any minimum domicile rest associated with the trip the Flight Attendant flew immediately prior to training or associated with a Reserve assignment.\*
  - b. If the Flight Attendant is required to deadhead from her/his domicile to training the day prior to training and is required to overnight, she/he shall receive the minimum out of domicile rest prior to training.\*\*
  - c. Minimum domicile rest after the end of training.\*\*

- d. Minimum domicile rest after check out from the deadhead flight back to her/his domicile.\*\*
- e. If a Flight Attendant is required to deadhead back to her/his domicile the day after training, she/he shall receive the minimum out of domicile rest prior to the deadhead flight.\*\*

\*A Flight Attendant may elect to reduce this rest to the FAR minimums.

\*\*A Flight Attendant may waive these rest requirements.

3. When scheduling a pairing after completing training, if eight (8) hours rest is not obtained following training, the hours of training are counted as duty time and added to the duty time of the trip's first duty period. This continuous duty period from the start of training through the end of the first duty period of the pairing cannot be scheduled to exceed fourteen (14) hours.

## I. MISCELLANEOUS

1. A Flight Attendant who elects to drop a trip because she/he is not receiving the required rest as provided in Paragraph H., above, shall make every effort to contact Crew Scheduling prior to returning to her/his domicile, but in no case later than upon her/his arrival at her/his domicile.
2. A Reserve Flight Attendant will not be required to take a trip on the same day she/he attends training.
3. A Flight Attendant will not be required to fly and attend training for more than six (6) consecutive days unless the six (6) consecutive day period either contains or is followed by a consecutive twenty-four (24) hours free from all duty. Such twenty-four (24) hours shall be actual hours and shall be calculated from the time of check-out to check-in.
  - a. At the Flight Attendant's option, training may be scheduled immediately following any combination of six (6) days of reserve availability, training and flight duty. However, such Flight Attendant shall receive twenty-four (24) hours free from duty after training before flight duty or return to reserve availability.

- b. Flight duty may not be scheduled immediately following any combination of six (6) days of reserve availability, training and flight duty.
- 4. A Flight Attendant is not required to complete International Training in order to fly Non Transoceanic International.

**J. TRAVEL TO AND FROM TRAINING**

- 1. A Flight Attendant deadheading for the purpose of out-of-domicile training will be afforded must ride “Crew Movement Authorization” to and from the city where training is being conducted. At the Flight Attendant’s option, this authorization may be from the city in which the Flight Attendant resides provided the city is served by US Airways to the city where training is being conducted, subject to the provision that at the time such booking is made, a seat is available. Once booked under the process described above, such Flight Attendant cannot be removed in an oversell situation or due to weight restrictions.
  - 2. If the Flight Attendant opts to travel from her/his residence, the sixteen (16) hour limitation specified in Paragraph H.1., above, and the rest as provided in H.2., above, shall be calculated as if the Flight Attendant traveled from her/his domicile.
- K.** Consistent with Company policy, cigarette smoking will be permitted outside of training rooms, provided designated smoking areas are available and further provided such smoking is not prohibited by applicable federal, state or local laws or Company policy.
- L.** During PBS implementation, the JIRC will ensure the PBS system is capable of calculating rest before and after training and any deadheads associated with such training.

## **SECTION 30 - GRIEVANCE PROCEDURE**

### **A. SCOPE OF GRIEVANCE**

The grievance procedures set forth below shall be applicable to all disputes between the parties arising from the terms and conditions of the employment relationship or out of the interpretation or application of any of the terms of the Agreement. All grievances shall be in writing and shall contain a brief statement of the facts, the relief sought and, if the grievance concerns a contractual dispute, a reference to the provision(s) of the Agreement allegedly violated.

### **B. DISCIPLINE AND DISCHARGE**

1. Discipline will only be levied for just cause.
2. The Company may, upon notice to the Flight Attendant (which notice shall be confirmed in writing as soon as reasonably practical, but in no event later than 5:00 p.m. the next business day after verbal notice) hold a Flight Attendant out of service pending review of the incident at issue. The notice will include the reason(s) the Flight Attendant is under investigation. The Company shall provide copies of the written notice to the persons referenced in Paragraph L.12., below.
3. A Flight Attendant may be held out of service pending an investigation without pay for up to ten (10) business days in cases involving: criminal investigation and/or charges by local, state, or federal authorities or an internal matter which could lead to same; physical violence while on duty; theft; violation of the Company's policies regarding drugs or alcohol; possession of firearms, explosives or any type of weapon on Company property; or destruction of Company property. If the Flight Attendant does not appear for any Company required meeting during the ten (10) business day period, the holding out of service without pay may be extended until such meeting is held. If the investigation results in no charge against the Flight Attendant, or the results do not warrant a disciplinary suspension, or the results warrant a disciplinary suspension less than the investigatory period, the Flight Attendant shall be made whole for all time lost in an amount which she/he would have ordinarily earned had she/he continued in service during that period.

4. Except for the reasons identified in B.3., above, a Flight Attendant who is held out of service pending an investigation, shall receive pay and credit for time lost in an amount which she/he would have ordinarily earned had she/he continued in service during that period missed until the Company issues precise charges or returns the Flight Attendant to active flight status, whichever occurs first.
5. The Company shall not discipline or discharge a Flight Attendant without giving the Flight Attendant written notification of the precise charge(s) for discipline or discharge. The Company shall send the notice to the Flight Attendant's last known home address on file with Inflight Services with copies to the persons referenced in Paragraph L.12., below.
6. If the Company fails to issue charges, the Flight Attendant shall:
  - (1) be returned to service without loss of seniority, longevity for all purposes, and benefits and
  - (2) have the Flight Attendant's record and file(s) cleared of any reference to the allegation(s) involved as if the Flight Attendant had never been held out of service. If the Company receives new information subsequent to the conclusion of the investigation, nothing herein shall preclude the Company from re-opening its investigation or providing the Flight Attendant subsequent notice of discipline or discharge.

#### **C. DISCIPLINE GRIEVANCE**

A Flight Attendant who receives written notification of discipline other than discharge may file a request for a hearing of the matter within thirty (30) calendar days of the receipt of the Company's notice of discipline. The request for a hearing at the Monthly Base Grievance Hearing shall be made in writing to her/his Base Manager or, if the domicile has no Base Manager, to the Director of Base Operations.

#### **D. DISCHARGE GRIEVANCE**

1. A Flight Attendant who receives written notification of discharge may file a request for a hearing within thirty (30) calendar days of the receipt of the Company's notice of discharge. The request for a hearing shall be made in writing to the Managing Director of Inflight Services.
2. Such hearing shall be held by the Managing Director of Inflight Services or her/his designee at the next scheduled Monthly

Grievance Appeal Hearing. Within fifteen (15) calendar days after the close of the hearing, the Managing Director of Inflight Services or her/his designee shall render a written decision which shall be forwarded to the Flight Attendant and to the persons referenced in Paragraph L.12., below.

3. After the provisions above have been complied with, any further appeal shall be made to the US Airways Flight Attendants' System Board of Adjustment, as provided for in Section 31, provided the appeal is made within thirty (30) days from the date of receipt by the Flight Attendant, or her/his authorized representative, of the decision of the Managing Director of Inflight Services or her/his designee.

#### **E. NON-DISCIPLINARY GRIEVANCE**

Any Flight Attendant or group of Flight Attendants hereunder who has a grievance concerning any action of the Company other than discipline affecting them shall be entitled to have such grievance handled in accordance with the procedure established in this Paragraph. Grievances should be received within ninety (90) days after the grievant(s) has, or reasonably would have, knowledge of the matter giving rise to the grievance. The grievance shall be in writing and addressed to the Base Manager or, if the domicile has no Base Manager, to the Director of Base Operations. The Company will forward a copy of the grievance to the LEC President. The grievance will be heard at the Monthly Base Grievance Hearing as specified in Paragraph G, below.

#### **F. MEC/LEC GRIEVANCE**

Any grievance filed by the MEC President or by an LEC President or designee, shall be directed to the Managing Director of Inflight Services to be heard at the Monthly Grievance Appeal Hearing in accordance with the provisions of Paragraph H., below. Grievances should be received within ninety (90) calendar days after the grievant has, or reasonably would have knowledge of the matter giving rise to the grievance. This election is not open to an individual Flight Attendant's grievance.

#### **G. MONTHLY BASE GRIEVANCE HEARING**



1. The hearing requested pursuant to Paragraphs C. and E., above, shall be held at the grievant's domicile or such other place as mutually agreed upon by the parties, and shall be conducted by a Base Manager or, if the domicile has no Base Manager, a Director of Base Operations. The hearing shall be conducted at least once each calendar month on a mutually agreed upon date(s). If the parties are unable to hear the grievances in a particular month, the parties agree to schedule additional hearings. The matters discussed at the hearing shall consist of all grievances filed in writing at least fifteen (15) calendar days prior to the hearing, unless the Company and the Union agree otherwise. Within fifteen (15) calendar days after the close of the hearing, the Company shall issue a written decision with copies to the persons referenced in Paragraph L.12., below.
2. If the Company's decision issued pursuant to Paragraph G.1., above, does not resolve the grievance, the Union or the Flight Attendant who has been disciplined may appeal the decision to the Monthly Grievance Appeal Hearing within thirty (30) calendar days of receipt of the Company's decision. The appeal shall be made, in writing to the Managing Director of Inflight Services.

#### **H. MONTHLY GRIEVANCE APPEAL HEARING**

1. All grievances appealed to the Monthly Grievance Appeal Hearing shall be reviewed at the hearing held by the Managing Director of Inflight Services or her/his designee monthly, unless the parties mutually agree to meet more frequently. The Company and the Union shall schedule the Monthly Grievance Appeal Hearings in January for that calendar year. The Company and the Union will schedule sufficient days to hear the anticipated number of grievances and to add additional days during the year if necessary.
2. The Monthly Grievance Appeal Hearing shall be held at the grievant's base or at a location mutually agreed upon by the parties.
3. Within fifteen (15) calendar days after the close of the Monthly Grievance Appeal Hearing, the Managing Director of Inflight Services or her/his designee shall render a written decision, which shall be forwarded to the persons referenced in Paragraph, L.12, below.

4. The Company's decision may be appealed in writing to the US Airways Flight Attendants' System Board of Adjustment, provided the written appeal is submitted to the other party within thirty (30) calendar days of the Monthly Grievance Appeal Hearing decision. All submissions to the System Board shall be made in conformity with Section 31, System Board of Adjustment.

## **I. GRIEVANCE MEDIATION**

The procedures set forth below will be utilized for grievance mediation for the purpose of resolving disputes which may arise under the terms of this Agreement.

1. Those grievances which have been submitted to the System Board of Adjustment in accordance with Section 31 may be referred to Grievance Mediation by mutual agreement.
2. Grievance mediation sessions will be held at a location mutually agreed upon by the parties.
3. Each party shall submit to the mediator a brief statement of the facts, the issue, and the arguments in support of their respective positions. These statements, if written, may not exceed four (4) typed pages in length. If oral, such statements shall be limited to a maximum of twenty (20) minutes in length. Whether written or oral, the statements shall be presented at the beginning of the mediation session.
4. A grievant shall have the right to be present at the mediation session of her/his grievance. Others eligible to attend are those persons, including Union and Company attorneys, needed to present the parties' positions. The parties agree that persons who have the authority to bind their respective parties will be present at the mediation session. Each party will have one principal speaker of its choosing.
5. The issue to be mediated shall be the issue the parties did not resolve at a lower level of the grievance resolution process. The presentation of evidence shall not be limited to that offered during the lower levels.
6. Proceedings during the mediation session are informal. Rules of evidence do not apply. No transcript may be made of the

mediation session. Written material presented to the mediator and/or opposing party will be returned at the conclusion of the mediation session to the party offering the material.

7. The mediator may meet jointly and/or separately with the parties. The mediator shall not have the authority to compel resolution of the grievance.
8. Grievances which settle as a result of the mediation session will not constitute a precedent unless the parties otherwise agree. A written mediation settlement will be non-precedential unless the parties expressly agree in writing that it is precedential.
9. If a grievance is settled during a mediation session, the settlement shall be reduced to writing and initialed by the parties prior to the conclusion of that day's session. The final version of the settlement shall be drafted and signed within thirty (30) days.
10. If no settlement is reached during the mediation session, the mediator shall provide the parties with an immediate oral advisory decision, which will state the reasons for the decision, unless the parties mutually agree to waive the procedure. The parties may mutually agree to adopt the mediator's advisory opinion. In such case, the opinion will not constitute a precedent unless the parties otherwise agree and so indicate in writing.
11. If a grievance is not settled as a result of the mediation session, the grievance may be heard by the System Board of Adjustment in the normal course of the System Board's schedule pursuant to Section 31.D.
12. If a grievance not settled as a result of the mediation session is subsequently heard by the System Board of Adjustment, the individual who participated as the mediator may not serve as the arbitrator or a witness in the System Board proceedings. During the System Board proceedings, no reference may be made to the mediation, nor any statement made, documents provided, or actions taken during the mediation session unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the mediation session.

13. The parties will select the mediator for each mediation session by mutual agreement. The fees and expenses of the mediator shall be shared equally by the Company and the Union.

#### **J. EXPEDITED ARBITRATION BOARD OF ADJUSTMENT**

Following Union receipt of a denial of a grievance as the result of a hearing, the parties shall within thirty (30) days determine whether the grievance shall be submitted to Expedited Arbitration or processed under Section 31. The following shall set forth the procedures to be utilized for Expedited Arbitration for the purpose of resolving disputes which may arise under the terms of this Agreement.

1. The Company and the Union shall mutually agree on the selection of one neutral to be chosen from the Panel of Arbitrators as described in Section 31, together with one Union appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment.
2. The Board shall sit for a period pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties.
3. At the conclusion of each day, the Board shall issue an award for each case heard during that day.
4. The Board shall issue a written award without a written opinion. Awards issued by the Board shall not establish precedent and will not be used or referred to in the future by either party except to enforce the terms of the award.
5. Each party agrees to waive its right to arbitration pursuant to Section 31 by submitting a case to Expedited Arbitration.
6. Each party shall be represented by any one person that it may choose and designate, and each party shall be limited to one other person to testify or offer clarifying information.
7. Each party shall inform the other party, in writing (stating name and case number), of its intention to have its witness present at least ten (10) calendar days prior to the date the case is to be heard.

8. Each party shall have no more than twenty-five (25) minutes to present its case. This twenty-five (25) minute period shall include the party's opening (if one is desired), the direct examination of its own witness, and the cross-examination of the other party's witness. Additionally, each party shall have an additional five (5) minutes for rebuttal and/or closing. The parties must submit all documentary evidence within the time set forth in this Paragraph. Post hearing briefs or submissions will not be allowed.
9. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing unless mutually agreed to by the parties.
10. The time and date of the hearing must be agreed to by the parties.
11. The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraph 6 to testify in this proceeding.
12. There shall be no transcripts or electronic records made of the proceedings.
13. Unless specifically amended by Paragraph J., the provisions of the System Board of Adjustment procedure shall be applicable to this Expedited Arbitration procedure.

#### **K. COMPANY PERSONNEL RECORDS**

##### **1. Maintenance of Documents Regarding Job Performance**

Except as provided herein, documents regarding the job performance of a Flight Attendant shall be maintained in a single department file located at the Flight Attendant's base. FAA and Company training data may be alternately maintained in separate files by the Inflight Services Training Department.

##### **2. Handling of Documents Containing Positive Comments**

Inflight Management will place documents containing positive comments regarding a Flight Attendant's job performance in her/his department file and provide a copy to the Flight Attendant.

##### **3. Handling of Documents Containing Derogatory Comments**

- a. No document containing derogatory comments (including passenger complaints) which might serve, as a basis for disciplinary action will be placed in the Flight Attendant's department file unless a copy is provided to the Flight Attendant within ten (10) calendar days from receipt by Inflight Services. Inflight Services will date-stamp documents containing derogatory comments with the date they are received by Inflight Services.
- b. All complaint letters must include the name of the person writing the letter or making the complaint with the understanding that if the complainant is a passenger, no contact will be made.
- c. No documents regarding a passenger complaint shall be placed in the Flight Attendant's file unless:
  - (i) The alleged misconduct or disservice was something over which the Flight Attendant had control; and
  - (ii) The Flight Attendant is named or adequately described in the document.
- d. The Flight Attendant may provide a written response to any document or notation containing derogatory comments. These responses will be placed in the department file by Inflight Management. If the Company determines that the Flight Attendant's challenge to the document is justified, the document or notation will be removed and destroyed. In no event will an anonymous document be placed in the department file.

#### 4. Removal of Discipline or Derogatory Letters

- a. Upon a Flight Attendant's request, any disciplinary or derogatory letters shall be removed from a Flight Attendant's file after twelve (12) active months from the date the discipline or derogatory letter was placed in her/his file.
- b. However, a formal disciplinary letter will not be removed if the Flight Attendant has been issued a disciplinary letter for the same or similar conduct within the applicable time period

until twelve (12) active months from the issuance of the subsequent disciplinary letter. Once a document has been removed or the applicable time period in Paragraph K.4.a, above has elapsed without a recurrence of the same or similar conduct, the document may not serve as a basis for any employment action, including any disciplinary action, taken with respect to the Flight Attendant.

5. Access to Department File

A Flight Attendant may make an appointment with Inflight Management to review her/his file, in management's presence, during regular office hours. A Union representative may also may an appointment, with a Flight Attendant's written authorization or verbal authorization to the Company, to review that Flight Attendant's department file, including electronic records used to track job performance or attendance. Documents in the Flight Attendant's department file, including electronic records used to track job performance or attendance, may be duplicated upon request.

**L. GENERAL**

1. The time limits set forth in this Section may be extended by mutual agreement between the Company and the Union.
2. A Flight Attendant who is called as a witness for the Company will suffer no loss of pay. A Flight Attendant who is required by the Company to attend hearings as a witness shall be entitled the greater of five (5) hours of pay and credit or credit for any scheduled trip(s) missed for each day she/he is required to attend such hearings. If a Flight Attendant is designated by the Union to represent a Flight Attendant or to appear as a witness at a hearing, the Flight Attendant shall be permitted to drop any scheduled trip assignment(s) for Union business to attend such hearing and shall be paid under the flight pay loss provisions of Section 32, Union Business.
3. If the Company does not live up to the time limits of this Section, the Flight Attendant will be reimbursed for compensation lost and all charges will be dropped and her/his file cleared of the charges. If the Flight Attendant or the Union fails to appeal any decision issued by the Company within in the time limits specified in this

Section, the decision of the Company shall become final and binding. Absent extenuating circumstances, a grievance will not be delayed to more than one additional monthly base grievance hearing or one additional monthly grievance appeal hearing without mutual agreement of the parties.

4. If, as a result of any hearing as provided in this Section, a Flight Attendant is cleared of charge(s), she/he shall, if she/he has been held out of service, be reinstated without loss of longevity for pay purposes and vacation step increases. Further, she/he will be paid for time lost in an amount that she/he would have ordinarily earned had she/he continued in the service of the Company during such period.
5. If a Flight Attendant is cleared of charge(s), the Company shall remove all reference to the substance of the charge(s) and the investigation, if any, from her/his files. Files, as used herein, shall include the Flight Attendant's personnel files, Inflight files, electronic files, and any other records kept by an Inflight Manager or Supervisor. Nothing contained herein shall preclude a Manager or Supervisor from retaining records that are general in nature and that do not contain a specific reference to the substance of the charge, e.g., discussions concerning Company or Inflight rules, procedures, or standards. The Company shall neither consider nor refer to any charge(s) of which a Flight Attendant has been cleared in the event that the Company brings subsequent charges against the Flight Attendant.
6. A stenographic record will be taken of the hearing only by mutual agreement. When it is mutually agreed that a stenographic record is to be taken of the hearing, in whole or in part, the cost will be borne equally by both parties.
7. When a Flight Attendant is required by Inflight Services to attend a meeting that may result in discipline, the Flight Attendant shall be advised of the nature of the meeting and of the right to have a Union representative of the Flight Attendant's choice present as a witness, or at the Flight Attendant's option, another Flight Attendant. Unless the parties agree otherwise, no such meeting conducted under the provisions of this Paragraph shall be postponed beyond forty-eight (48) hours to accommodate a Flight Attendant's request to have a witness present. This Paragraph shall not apply to any drug or alcohol test(s) conducted by the



Company.

8. Upon request, the Company will provide a Flight Attendant and/or her/his Union representative with a copy of all complaint letter(s), documents and reports relating to a discussion prior to the discussion. A Flight Attendant responding to such letter(s) does not have to give an immediate answer at this discussion; however, her/his response must be made within a reasonable period of time after providing the Flight Attendant with an opportunity to consult with her/his Union representative.
9. Flight Attendants may be assisted at a hearing conducted pursuant to this Section by a Union representative(s).
10. Both parties shall have a full opportunity to present evidence necessary to their case through documents and witness testimony.
11. For the purpose of mailing and the receipt thereof, the time limits specified in this Section shall be determined by the day of actual receipt or the date of the postmark plus ten (10) calendar days for mailing, whichever occurs first.
12. Copies of all Company notices and decisions shall be issued either in person with a signed date of receipt or sent by US Mail to the Flight Attendant. Copies of such Company notices and decisions will be sent by facsimile or US Mail, to the following: MEC President, LEC President(s), MEC Grievance Chair, and the Union Legal Department. Copies of all grievances and appeals shall be submitted to the Company either in person with a signed date of receipt or by facsimile, or by US Mail.
13. A Flight Attendant who is suspended shall remain active and shall not suffer the loss of any benefits related to the suspension. The Flight Attendant's flying for the month of the suspension will be capped according to the following formula. The Flight Attendant's six month average will be reduced by: the number of days of the suspension divided by calendar days in month multiplied by the Flight Attendant's six-month average (credit hours plus hours picked up from other Flight Attendants). Example: A Flight Attendant's six-month average was ninety (90) hours. The Flight Attendant receives a ten (10) day suspension in a thirty (30) day month. The Flight Attendant will be capped at sixty (60) hours for the month of the suspension.

14. For the purposes of this Section, “business days” shall refer to each day except Saturdays, Sundays, and those holidays during which the Company’s headquarters are closed for business. Upon request, the Company will provide the Association with a published list of such holidays for the calendar year, which list shall be available prior to such calendar year.

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## **SECTION 31 - SYSTEM BOARD OF ADJUSTMENT**

A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and any amendments or additions thereto and which are properly submitted to it, which Board shall be known as "US Airways, Inc. Flight Attendants' System Board of Adjustment," hereinafter referred to as the "Board."

### **B. SYSTEM BOARD**

1. The Board shall consist of five (5) members, two (2) of whom shall be selected and appointed by the Union, two (2) by the Company, and a neutral fifth member appointed in accordance with Paragraph C. and D., herein. Each party shall designate its members and at all times thereafter will promptly notify the other party in writing of any change of such appointees. The appointees shall be known as "System Board Members." Nothing herein shall preclude the Company or the Union from substituting alternate members to the Board as necessary.
2. The four (4) members shall serve for two (2) years from the date of their appointment or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.
3. The Board shall have jurisdiction over disputes between any employees covered by this Agreement and the Company, growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties.
4. The Board shall consider any dispute properly submitted to it by the International President of the Union when such dispute has not been previously settled in accordance with the terms provided for in this Agreement. The Board shall also consider any dispute properly submitted to it by the Managing Director of Inflight Services or her/his designee.

5. Appointments of Company and Union members of the Board shall be made by the respective parties. The appointees shall meet to select a Chairperson and Vice Chairperson, both of whom shall be members of the Board. The term of office of Chairperson and Vice Chairperson shall be one (1) year. Thereafter, the Board shall designate one of its members to act as Chairperson and one to act as Vice Chairperson for one (1) year terms. Each officer so selected shall serve for one (1) year or until her/his successor has been duly selected.
6. The office of Chairperson shall be filled and held alternately by a Union member of the Board and by a Company member of the Board. When a Union member is Chairperson, a Company member shall be Vice Chairperson, and vice versa. The Chairperson, or in her/his absence, the Vice Chairperson, shall preside at meetings of the Board and at hearings and shall have a vote in connection with all actions taken by the Board.

### **C. ARBITRATOR PANEL SELECTION**

1. The fifth and neutral member (arbitrator) of the System Board shall be selected by the Company and the Union from an established panel of neutrals.
2. The panel of neutrals shall consist of thirteen (13) neutrals. The parties shall agree on a panel of neutrals in the following manner:
  - a. Each party shall provide to the other a list of fifteen (15) neutrals within fourteen (14) days after the signing of this Agreement. Any names found on both lists will be deemed to be members of the panel. Any other names from either list which can be agreed upon by the parties will also be placed on the panel.
  - b. Should the parties fail to agree upon a panel of thirteen (13) neutrals within forty-five (45) days after the signing of this Agreement, then either party may petition the National Mediation Board for a list of candidates consisting of the requisite number needed plus a number of additional candidates equal to three (3) times the number of remaining neutrals needed. The parties will then use an alternate strike process to arrive at the necessary number of neutrals, with the order of striking to be determined by coin toss.

3. Each panel member shall serve for a minimum period of twelve (12) months, effective on the date of signing of the agreement. After a panel member has served for a twelve (12) month period, either the Company or the Union may serve notice to remove her/his by notifying the other party. Within thirty (30) days of such notification or if a vacancy occurs on the panel, the parties will endeavor to select a replacement. If the parties cannot agree on a replacement panel member within thirty (30) days, either the Union or the Company may petition the National Mediation Board to provide seven (7) names of arbitrators who are members of the American Arbitration Association, and the Company and the Union will select under the procedures set forth in C.2.b, one (1) of the seven (7) arbitrators as a replacement panel member.

#### **D. SYSTEM BOARD SCHEDULING**

1. The fifth and neutral member of the System Board shall be selected by the Company and the Union from an established panel of neutrals. If the Company and the Union cannot agree upon the neutral member or a method of selecting her/him, they shall select her/him by alternately striking names from the panel. The order of striking shall be determined by coin toss for the first case in which a neutral member is chosen under the provisions hereof and, in subsequent cases, the parties shall alternate taking the first strike. Either the Union or the Company, as the parties determine in each instance, shall contact the selected neutral to determine her/his availability. Unless otherwise mutually agreed upon, if the neutral member selected for the particular case is unable to serve within sixty (60) days after her/his selection (or fifteen (15) days in the case of an expedited hearing), the neutral who remained on the list prior to the last strike shall be contacted as noted above. Such a procedure will be followed until a panel member is selected to hear the case. The Chairperson or her/his designee shall supply the necessary notices of such meeting, time and place, in writing to the Board members and the parties to the dispute.
2. The Company and the Union may mutually agree to arbitrate any MEC/LEC grievance filed by the Union on an expedited basis directly before the System Board sitting with a neutral member. The fifth and neutral member of the System Board for the expedited hearing shall be selected by the Company and the Union from an established panel of neutrals. If the Company and the

Union cannot agree upon the neutral member or a method of selecting her/him, they shall select her/him by alternately striking names from the panel as described in D.1, above.

3. Upon request of either party, the Union and the Company agree to meet and discuss alternative methods of scheduling System Board hearings.

#### **E. SYSTEM BOARD SUBMISSIONS AND HEARING PROCEDURES**

1. All disputes properly referred to the Board for consideration shall be addressed to the Chairperson with copies sent to the Director of Labor Relations and to the MEC President. Five (5) copies of each petition including papers and exhibits in connection there with, shall be forwarded to the Chairperson, who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:
  - a) Question or questions at issue;
  - b) Statement of facts;
  - c) Position of employee or employees; and
  - d) Position of Company
2. No matter submitted by the Union shall be considered by the Board which has not first been handled in accordance with the provisions of Section 30, Grievance Procedure, except in instances where direct submission to the System Board is provided for in this Agreement.
3. Flight Attendants may be represented at Board hearings by persons the Union may designate, or as the Flight Attendants may choose and designate with the approval of the Union. The Company may be represented by persons as it may designate. Evidence may be presented either orally, in writing, or both.
4. On request of individual members of the Board, the Board may, by a majority vote, or shall at the request of either the Union representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group or representatives

constituting the Board.

5. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.
6. A majority vote of all members of the Board shall be competent to make a decision.
7. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties hereto and anyone they may represent having an interest in the dispute.
8. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives under the provisions of the Railway Labor Act, as amended, and the failure to decide a dispute under the procedures established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.
9. The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made to it.
10. Each of the parties hereto will assume the compensation, travel expenses, and other expenses of the Board members selected by it.
11. Each of the parties hereto will assume the compensation, travel expenses, and other expenses of the witnesses called or summoned by it.
12. The MEC Grievance Chairperson, System Board Members, union representatives involved in the case, the grievant, and a reasonable number of witnesses who are employees of the Company shall receive Company Business space positive transportation on the routes served by the Company to attend System Board hearings.
13. Board hearings for discharge and disciplinary disputes shall be held at a location in close proximity to domicile from which the



dispute was filed, unless a different location is mutually agreed upon by the Board. The Board will agree to the location, e.g. a PHL dispute may be held in PHL or DCA.

14. Board hearings for MEC and non-disciplinary disputes will be held at the Company's corporate headquarters, unless a different location is mutually agreed upon by the Board.
15. The Chairperson and Vice Chairperson, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne one-half (1/2) by each of the parties hereto. The expenses and reasonable compensation of any Neutral who serves on the Board shall be borne equally by the Company and the Union. Board members who are employees of the Company shall be granted necessary time off for the performance of their duties as Board members.
16. Each and every Board member shall be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
17. Unless otherwise mutually agreed to by the Company and the Union, hearings before the System Board of Adjustment shall be transcribed, and the cost of such transcription shall be borne equally by the Company and the Union.

## **SECTION 32 - UNION BUSINESS**

- A. The Company shall provide each active Flight Attendant with a copy of this Agreement, including any existing Side Letters of Agreement, printed and bound in a convenient, durable booklet within sixty (60) days of the signing of this Agreement. The Company shall consult with the MEC President regarding the selection of a format, cover, and binding for the printed Agreement. Any Side Letters of Agreement, signed after the effective date of this Agreement, shall be distributed by the Company to all active Flight Attendants. Such letters shall be of such size to enable easy attachment to the Agreement.

### **B. REPORTS**

#### **1. Active/Inactive Report**

The Company shall provide the MEC President a sortable monthly electronic list containing Flight Attendant names, employee numbers, addresses, primary phone contact numbers, domicile, date of hire, status (i.e., active status, furlough, Company position, Flight Attendants on Company business for a cumulative period of ninety (90) days, probationary status, type of leave or other inactive status), date of commencement and actual date of return from leave, and date of birth. This report shall be due by the 20th of the month following the month being reported.

#### **2. Monthly Attrition Report**

The Company shall provide the MEC President a sortable monthly electronic list of Flight Attendant resignations, retirements, termination and transfers. Such report shall be in alphabetical order and reflect employee number, date of resignation, terminations or transfer, the domicile from which the Flight Attendant was transferred and the domicile where she/he is now located shall be noted. A Flight Attendant transferred to or from management or other Company position shall be so identified. This report shall be due by the 20th of the month following the month being reported.

#### **3. Domicile Report**

The Company shall provide each LEC President a monthly electronic list containing the names, primary phone contact

numbers and employee numbers of all Flight Attendants at the domicile. This report shall be due by the 20th of the month following the month being reported.

4. Monthly Probationary Report

The Company shall provide the MEC President, the LEC President and the Union a monthly electronic list by the 20<sup>th</sup> of the month following the month being reported, of all Flight Attendants considered probationary employees. This list shall be in alphabetical order and include name, address, employee number, date hired, domicile assignment, and date of completion of probationary period.

5. Scheduling/Reserve Reports

The Company shall provide the MEC President with a copy of the following periodic reports:

- a. A monthly reserve tracking report reflecting reserve assignments; reserve credit, as of the end of the bid period. The report will be available no later than the 16<sup>th</sup> of the month for the previous month's reserve activity.
  - b. A monthly report of red-flagged pairings assigned.
  - c. A copy of reserve schedules with cumulative total hours as of the 16<sup>th</sup> of the current month shall be faxed or e-mailed to the Union office no later than the 18<sup>th</sup> of the current month.
  - d. Monthly reports on notification of implementation of junior assignment mode.
  - e. Lists of new-hire or recalled Flight Attendants and their seniority and employee numbers.
  - f. Monthly report of declaration of system irregular operations.
- C. A glass covered, locked bulletin board will be provided by the Company in the crew lounges/InFlight check-in facilities at each domicile for posting of Union notices. Size and placement of such boards shall be determined by mutual agreement of the LEC President and the Base Director/Manager.

- D. The MEC President or her/his designee and the LEC President or her/his designee shall be allowed use of V-files provided by the Union for distribution of Union materials. Such V-files shall be located in each domicile at a mutually agreeable location(s) in an area commonly accessed by Flight Attendants.
- E. Union representatives shall be afforded an opportunity at the end of each new-hire Flight Attendant training program to address the new-hire class for a maximum of two (2) hours.

**F. TRAVEL FOR UNION BUSINESS**

- 1. The Company will authorize reasonable Space Positive travel on any US Airways flight (Mainline or Express), on a self-book basis, for up to five (5) Flight Attendants serving as MEC Officers, the MEC EAP Chair and Safety Chair. Other Flight Attendants conducting Union business with the Company may request space positive travel directly from the Company.
- 2. Such Space Positive travel will be authorized for meetings with the Company, negotiations, and when the purpose of the travel is all or substantially all related to the Company. The Company shall also authorize Space Positive Travel for up to three (3) MEC meetings yearly for the MEC Officers and LEC Presidents. Space positive travel will be provided when space is available at the time of booking. Space Positive travel is not authorized for commuting, personal or vacation travel.
- 3. When conducting internal Union business related to the Company, a Flight Attendant shall be furnished Company Business Space Available on-line travel. Company Business Space Available Union travel is not authorized for commuting, personal or vacation travel.
- 4. If the Company offers more favorable Union travel pass privileges to any other union, such privileges shall be extended on the same basis to AFA.
- 5. Officials authorized Space Positive travel on a self-book basis will be required to complete a monthly summary, no later than ten (10) days from the close of the previous business month, detailing all Space Positive travel in the applicable month.

6. Should the Company modify its union business pass policy, such modification shall be for the limited purpose of making procedural or administrative changes. Furthermore, should the Company extend improvements in its union business pass policy to other union representatives, such improvements shall likewise be extended to Union representatives.
7. One (1) Union staff representative will be provided Company Business-Space Positive on-line travel for the purpose of attending negotiations with the Company.
8. A Flight Attendant on a Union leave of absence in accordance with Section 25.I shall be entitled to the same pass benefits as if she/he were not on such leave.

**G. MONTHLY UNION FLIGHT PAY LOSS**

The Company will provide monthly flight pay loss in accordance with the following:

1. Two hundred and sixty-three (263) hours, plus applicable premiums, which may be shared among Union representatives in any given month by designation of the MEC President.
2. Four hundred thirty (430) hours, plus applicable premiums, which may be shared among the LEC Presidents in any given month.
3. The amount in Paragraph G.2., above, shall be increased by forty-five (45) hours per month for each new domicile added to the current domiciles (CLT, DCA, PHL, and PHX).
4. The amount in Paragraph G.2., above, shall be decreased by forty-five (45) hours in the event a domicile is closed.
5. A request by the Union for the release of a Flight Attendant from duty to conduct Union business shall be made to the Director of Crew Scheduling or her/his designee. Such request(s) shall be made by the MEC President, an officer of the MEC or LEC President(s) or designee for Flight Attendant in her/his domicile. The MEC or LEC President may supply the Company with a list of Flight Attendants authorized to request her/his release from duty to conduct Union business. Such requests for release shall be made to the Company as far in advance as practicable. A request by the

Union for the release of a Flight Attendant to conduct union business will not be unreasonably denied.

6. A Lineholder removed from schedule to conduct Union business prior to the closing of PBS will be paid a daily rate equal to the minimum day as pay and credit. After the closing of PBS, a Lineholder removed to conduct Union Business on a day scheduled for duty will receive a daily rate equal to the minimum day or trips missed. A Lineholder conducting Union business on a day off will be paid an amount as determined by the Union and such time will be paid as pay no credit.
7. A Reserve removed from schedule on an AVL day to conduct Union business will be paid at a daily rate equal to the minimum day as pay and credit. A Reserve conducting Union business on a day off will be paid an amount as determined by the Union and such time will be paid as pay no credit.
8. The Company shall invoice the Union each month for flight pay loss in excess of the amounts provided for in Paragraphs F.1- 4, above.
9. The Union will not be invoiced for Flight Attendants released from duty:
  - a. To inspect hotels pursuant to Section 6.A.5., Crew Accommodations.
  - b. To serve as an SASH Committee member for accident investigations pursuant to Section 34.H.2., Safety, Air, Security and Health.
  - c. To attend the Scheduling Committee meetings pursuant to Section 10.A.2, Scheduling.
10. A Flight Attendant dropping her/his line for the entire bid period shall receive a pay purposes only line.
11. If any Company requested meeting is cancelled by the Company with less than two (2) calendar days, the Company will reimburse the Union for flight pay loss for the cancelled meeting day.

12. The Union shall be charged a fringe benefit override of 26% for the amounts invoiced to the Union in accordance with Paragraph G.8., above.

## **SECTION 33 - AFA EMPLOYEE ASSISTANCE PROGRAM AND PROFESSIONAL STANDARDS**

### **A. AFA EMPLOYEE ASSISTANCE PROGRAM (“AFA EAP”)**

1. The Company shall, upon request, meet with members of the AFA EAP Committee on a quarterly basis to discuss matters pertaining to the parties’ respective employee assistance programs.
2. The Company agrees to provide the AFA EAP Committee copies of Flight Attendant work group reports when provided by the vendor or other source but no less than twice a year on EAP and behavioral health care access utilization and case management.
3. The AFA EAP Committee shall be afforded an opportunity during each new-hire Flight Attendant training program to address the new-hire class for up to thirty (30) minutes.
4. When InFlight Services provides Company EAP contact information to a Flight Attendant, InFlight Services shall also provide AFA EAP contact information to the Flight Attendant. The Company will include AFA EAP contact information in written communications to the Flight Attendant regarding disciplinary or dependability/availability issues.

### **B. PROFESSIONAL STANDARDS**

1. If the Company becomes aware of an interpersonal relationship conflict between Flight Attendants or between a Flight Attendant and a member of another employee group, the Company may elect to refer the dispute the AFA EAP Professional Standards Committee (“EAP/PS”).
2. When a dispute is referred to the EAP/PS, the EAP/PS shall have up to thirty (30) calendar days to resolve the dispute. The Company and the EAP/PS may mutually agree in writing to extend this time. During the designated period, the Company shall refrain from taking any action it may have commenced or contemplated taking, unless further information becomes known that would alter the facts as understood by the Company at the time it agreed to the referral.



3. At or before the end of the designated period, the EAP/PS shall make a written report to the Base Manager, or, if the domicile has no Base Manager, to the Director of Base Operations or her/his designee stating only that "the problem is resolved" or that "the EAP/PS is unable to resolve the matter and cannot be of further assistance."
4. If the EAP/PS reports that it is unable to resolve the matter or does not supply a written report to the Base Manager, or, if the domicile has no Base Manager, to the Director of Base Operations or her/his designee at or before the end of the designated period, then the dispute reverts back to the Company for resolution. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused by the EAP/PS's involvement shall not be raised by the Union as a defense nor will the Company assert any failure of the EAP/PS to arrive at a successful resolution as supporting the Company's position. The Company shall not require any EAP/PS member to provide information regarding what transpired during the EAP/PS proceeding.

### **C. ALCOHOL TESTING**

1. The Company may require a Flight Attendant to undergo alcohol testing in accordance with Company policy and/or as required by applicable federal, state, or local laws and regulations. Flight Attendants will be covered under the same Alcohol testing policy applicable to Pilots. This provision will not be construed to diminish any protections provided for Flight Attendants in this Section. A Flight Attendant shall submit to a breath alcohol test under the following circumstances:
  - a. Post Accident Testing. Post accident testing will be conducted in accordance with DOT/FAA guidelines and Company policy.
  - b. Reasonable Suspicion Testing. A Flight Attendant shall submit to a reasonable suspicion test based on the Company's determination that reasonable suspicion exists that the Flight Attendant has violated either the DOT/FAA or the Company's alcohol prohibitions. This determination shall be based on a trained supervisor's or manager's observation. That supervisor or manager shall not conduct the test. Upon request, the Flight Attendant shall be provided with the name

of the supervisor or manager requesting the test and the reason the test was requested.

- c. Return to Duty Testing. In the event a Flight Attendant returns to duty after violating the DOT/FAA or the Company's alcohol prohibitions or after voluntarily disqualifying from duty due to an alcohol-related problem, the Flight Attendant must first submit to a return to duty test.
  - d. Follow-Up Testing. In the event a Flight Attendant returns to duty after violating the DOT/FAA's or Company's alcohol prohibitions or after voluntarily disqualifying the Flight Attendant from duty due to alcohol-related problems, the Flight Attendant must submit to follow-up testing. A minimum of six (6) tests shall be conducted in the first twelve (12) months after the Flight Attendant returns to duty. Additional follow-up testing, if recommended by a Substance Abuse Professional, may continue for up to sixty (60) months.
  - e. Random Testing. Random testing will be conducted in accordance with DOT/FAA guidelines and Company policy.
2. All alcohol tests shall be performed in accordance with the procedural safeguards which are no less than those currently in effect under the applicable DOT/FAA regulations.
  3. Designated Union representatives will be authorized by the Company to enter the alcohol-testing site in accordance with DOT/FAA regulations.
  4. If random alcohol testing is no longer legally required, the Company may continue to randomly alcohol test Flight Attendants so long as it maintains procedural safeguards which are no less than those currently in effect under the applicable DOT/FAA regulations regarding random testing.
  5. The Company shall not require a Flight Attendant to submit to a random blood or urine alcohol test unless such test is legally required.
  6. The Company shall meet and confer with the Union regarding any changes in the alcohol testing policies or procedures not specified in this Agreement prior to implementation.

7. If permitted by the DOT/FAA, upon request, the Company shall provide the Union with an annual de-identified report on DOT/FAA mandated drug and alcohol test statistics, including how many Flight Attendants were tested and how many were reported positive or refused testing.
8. In the event the FAA approves a HIMS program applicable to Flight Attendant, the Company shall meet and confer with the Union regarding possible implementation of the program.

#### **D. DRUG TESTING**

1. The Company may require a Flight Attendant to undergo drug testing in accordance with Company policy and/or as required by applicable federal, state, or local laws and regulations. Flight Attendants will be covered under the same Drug testing policy applicable to Pilots. This provision will not be construed to diminish any protections provided for Flight Attendants in this Section. A Flight Attendant shall submit to a urinalysis for the purpose of testing for the presence of proscribed substances due to the following circumstances:
  - a. Aircraft or equipment accident;
  - b. At a trained supervisor's or manager's request due to probable cause. Prior to requesting a test for probable cause, the supervisor or manager shall obtain the concurrence of one other trained management representative. This concurrence may be secured either in person or telephonically.
  - c. Pre-employment screening;
  - d. Return from a leave in excess of six (6) months; and,
  - e. A DOT/FAA mandated drug screening.
2. The Company shall preserve a portion of any urine sample received and shall pay all costs for storing the sample at a certified laboratory (i.e., store the split sample in accordance with the DOT/FAA regulations). If the Flight Attendant elects to have the Flight Attendant's split sample re-tested after an initial positive test, and the re-test of the split sample is positive, the Flight Attendant shall bear the expense; if the re-test of the split sample is

negative, the Company shall bear the expense. The request for a re-test of the split sample must be made within seventy-two (72) hours of the Flight Attendant's receipt of notice of the positive test.

3. All DOT/FAA mandated drug testing shall be performed in accordance with DOT/FAA regulations.
4. In the event of non-DOT/FAA mandated drug testing or if drug testing is no longer required by the DOT/FAA but the Company nevertheless determines it shall continue drug testing, the Company will utilize procedural safeguards no less than those currently in effect under the DOT/FAA regulations, with the exception of the Drug Testing Custody and Control Form. Nothing herein restricts the substances for which the Flight Attendant may be tested. Flight Attendants will not be tested for substances for which Pilots are not tested.
5. The Company shall meet and confer with the Union regarding any changes in the drug testing policies or procedures not specified in this Agreement prior to implementation.
6. The first confirmed positive drug test will not automatically result in termination.

#### **E. DUTY TIME AND REST**

1. A Flight Attendant participating in a drug or alcohol test during the duty period will be considered to be on duty during the drug or alcohol test.
2. A Flight Attendant participating in a drug or alcohol test prior to or after the completion of a duty period will not be considered to be on duty during the drug or alcohol test. Such Flight Attendant will not be considered to be in a rest period.
3. A Flight Attendant participating in a drug or alcohol test after the completion of the Flight Attendant's duty period will be released into the Flight Attendant's rest period fifteen (15) minutes after the completion of the test. The Flight Attendant whose rest period would be reduced below her/his contractual minimum rest because of such a test will be required to call Crew Scheduling with the Flight Attendant's adjusted rest period commencement time.

4. A Flight Attendant will not be required to participate in a random drug or alcohol test prior to the commencement of a duty period.

**F. PAY FOR DRUG AND ALCOHOL TESTING**

A Flight Attendant will be paid fifteen dollars (\$15.00) for each random drug or alcohol test she/he is required to undergo after her/his release from duty. There will be no credit associated with the test or the payment.

## **SECTION 34 - SAFETY, AIR SECURITY AND HEALTH (SASH)**

- A. The MEC President will be advised of all areas relating to safety. As changes to the environment affecting the Flight Attendants are known, the MEC President will be advised. The Company and Union will continue to work together in a cooperative manner regarding safety issues.
- B. The Company shall consider the recommendations of the SASH Committee in all matters affecting the safety of Flight Attendants. The Company and the SASH Committee shall meet quarterly at mutually agreeable times, dates and locations to study and evaluate matters relating to the safety, health and security of Flight Attendants.
- C. The MEC President or a designee shall be invited to attend the annual mock recurrent training session and offer suggestions for changes or improvements. The SASH Committee Chairperson shall be notified of any new or modified security or safety training for Flight Attendants and provided an opportunity to make recommendations.
- D. The MEC President or a designee shall be permitted to attend US/FAA full or partial aircraft certification demonstrations, including new emergency evacuation procedures, and shall be notified promptly upon the event being scheduled.
- E. The Company will consult with the MEC President or her/his designee on the cabin configuration and interior design of galley/safety areas as they pertain to Flight Attendant responsibilities and duties for any new equipment it may consider putting into service, prior to a final resolution of the equipment specifications. The Company will consult with the MEC President or her/his designee, prior to a final resolution of the equipment specifications, when considering major modifications of the interior design of existing equipment that will impact how Flight Attendants carry out duties and responsibilities, such as, but not limited to, galley configurations, cabin seating configuration, jumpseat and lavatory locations, and the location of emergency equipment. The Company shall give due consideration to the Union's recommendations.
- F. Reasonable efforts shall be made to standardize the configuration of safety/emergency equipment on each series within a type of aircraft.

G. The SASH Committee shall be allowed to inspect any aircraft on which the Company requires a Flight Attendant to work.

H. Aircraft accident, hijacking or terrorist incident, or serious incident

1. The Company, upon notification of any aircraft accident, serious incident, or hijacking or terrorist incident in which a Flight Attendant is involved shall notify the MEC President, MEC Safety Chair, and MEC EAP Chair. By mutual agreement, the Company and the Union, may agree upon an alternate notification process. Names and employee numbers of the Flight Attendants will be provided to the Union. These incidents are defined below:
  - a. Aircraft Accident: Any and all occurrences associated with the Company's operation of an aircraft in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
  - b. Hijacking or Terrorist Incident: Seizure or attempted seizure of a Company aircraft with Flight Attendants on board by actual or threatened force of violence.
  - c. Serious Incident: An incident with Flight Attendants on board a Company aircraft involving any of the following:
    - (i) Serious injury to a Flight Attendant or any incident where medical personnel are called to an aircraft to assess a Flight Attendant;
    - (ii) Actual evacuation or cabin preparation for evacuation;
    - (iii) Fire and smoke on board resulting in injuries;
    - (iv) Physical assault of a Flight Attendant by a passenger(s);
    - (v) Aircraft decompression;
    - (vi) Turbulence resulting in injuries to crew members or passengers;
    - (vii) Bomb threats;
    - (viii) Death on board; or,

- (ix) Any specific terrorist threat assessment issued and permitted to be released by any government agency.
2. In the event of an aircraft accident, serious incident, or hijacking involving Flight Attendants, the Company shall release from duty at least two (2) SASH Committee members or designees for purposes of accident investigation and at least two (2) EAP representatives, as designated by the MEC President. Such Flight Attendants currently operating a pairing shall be released from duty as soon as possible, but no later than the last leg of the duty period on the same day that the Company contacted the Union about the aircraft accident. The Company shall provide those Flight Attendants with round trip positive space on-line transportation to and from the airport nearest the aircraft accident or other travel arrangements made by the Company to expedite arrival at the site for other Company personnel. The Company shall assume responsibility for lodging, meal and other expenses incurred by Union accident investigators. Such reimbursement will be consistent with Company policy.
  3. Subject to NTSB limitations, the SASH Committee shall be allowed to inspect any aircraft accident crash site. In the event of any accident, serious incident, or hijacking involving Flight Attendants in a foreign county, the Company will make the necessary requests to include the MEC Air Safety and Health Chairperson or designee and the MEC EAP Chairperson or designee among those with access to the site.
  4. In the event of any accident or serious incident as defined in Paragraph H., above, the Company will allow immediate access to Flight Attendant(s) by AFA EAP, with the Flight Attendant's consent, either in person or by phone if no AFA EAP is on site.
  5. A Flight Attendant has the right to request Union representation when she/he has been involved in an aircraft accident, hijacking or terrorist incident, or serious incident.
  6. Subject to NTSB limitations, the Company shall provide the MEC President with copies of all reports prepared by Flight Attendants regarding any aircraft accidents, hijacking or terrorist incidents, or serious incidents. These reports may not be distributed by the MEC President to anyone other than the SASH Committee without the Company's prior approval.



7. Following any aircraft accident, hijacking or terrorist incident, or serious incident, Flight Attendants will be provided with immediate medical attention, if necessary. The Union will be advised of the location of the Flight Attendant(s). To the extent possible, the Flight Attendant(s) shall be isolated from passengers and the media. The Flight Attendant crew will not be separated prior to debriefing unless required by medical personnel, for purposes of drug/alcohol testing, or at the request of an involved Flight Attendant.
8. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in an aircraft accident, hijacking or terrorist incident, or serious incident in which the Flight Attendant suffers injury, if the Flight Attendant is incapacitated or requests the Company to do so. Family members of such Flight Attendants will be covered by the Company's post-accident family assistance program.
9. If hotel rooms are necessary for Flight Attendants involved in an accident, hijacking or terrorist incident, or serious incident, the Company shall provide single rooms, adjacently located if possible.
10. Following any accident, hijacking or terrorist incident, or serious incident, when Flight Attendants involved are ready to return, the Company will provide the Flight Attendants with transportation from the point of the event of their place of residence.
11. Following any aircraft accident, hijacking or terrorist incident, or serious incident, the Company shall release the involved Flight Attendant(s) from further duty if the Flight Attendant informs the Company she/he is unable to continue to perform her/his duties for the remainder of her/his trip, or for two (2) duty periods, if trips are back to back, whichever is greater, with full pay and credit. The Company may extend the number of days off in catastrophic or extreme situations. If additional unpaid time off is granted, the Flight Attendant will not be responsible for making up any time lost pursuant to this Paragraph.

A Flight attendant who is not able to return to the back to back trip(s) after the time period stated above may claim sick time for the balance of the trip(s). Subsequent sick leave usage will be pursuant to Section 9, Sick Leave. A Flight Attendant who elects

to be relieved in accordance with the above will not have that sick call recorded in her/his sick time totals for disciplinary purposes.

- I. Subject to NTSB limitations if applicable, in the case of the death of a Flight Attendant while on pairing away from base, the Company shall arrange for the timely return, at no cost, of the remains to the location requested by the Flight Attendant's designated emergency contact.
- J. The Company shall provide the SASH Committee with reports regarding Flight Attendant on-the-job injuries on a monthly basis. The reports shall include the name of the Flight Attendant, employee number, date, aircraft type, tail number and nature of the injury.
- K. The Company shall provide the SASH Committee copies of all information received regarding air contamination and noise level information that occurs in the aircraft environment upon receipt of same.
- L. Unless prohibited by a governmental agency, the Company shall promptly notify the MEC President upon receipt of information regarding hostilities, terror threats, political disruptions, or natural disasters that may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President, the Company shall meet and review the impact that such hostilities or disruptions may have on Flight Attendants.
- M. The Company shall notify a Flight Attendant and the MEC President upon receipt of information of any potential environmental hazards to which the Flight Attendant may be or have been exposed to while on duty.
- N. No Flight Attendant shall be required to perform a bomb search on an aircraft or to remain on board during such a search, unless a search must be performed while the aircraft is in flight and the Flight Attendant has received FAA approved bomb search training.
- O. The Company shall make earplugs available at no cost to Flight Attendants, which are the same quality as provided for mechanics and fleet service. Flight Attendants shall not wear earplugs in the presence of passengers. The Company shall post information regarding hearing conservation.

- P. The Company will work with the SASH Committee regarding concerns over aircraft cabin temperatures.
- Q. The Company shall provide the Union with flammability results for any new uniform items if available from the manufacturer. The Company shall meet with the Union Uniform Committee regarding uniform flammability concerns.
- R. A Flight Attendant will not be required to lift, or assist in the lifting of weight which, in the Flight Attendant's best judgment, could result in an occupational injury.
- S. Flight Attendants who reasonably believe they may have been exposed to hepatitis while in the service of the Company will receive reimbursement for the screening and vaccination. This shall be done immediately at the Company Clinic, if there is one in domicile. If the Company Clinic does not have the treatment available or there is not a Company Clinic in domicile, the Flight Attendant will be sent to another treatment facility.

Inoculations, vaccinations and x-rays required by public law as a condition of employment or continued employment shall be paid for by the Company.

- T. At the request of the Union, the Company shall meet and confer with the Union regarding the development of an ASAP program.
- U. Should the Company decide to make material changes in the EAS, Critical Incident Response Program (CIRP) procedures or the policy for handling disruptive passengers which would impact Flight Attendants, such changes will be discussed with the Union prior to implementation.

## **SECTION 35 - UNION SECURITY**

### **A. COLLECTIVE BARGAINING SERVICE CHARGE**

1. Each Flight Attendant covered by the Agreement who fails to voluntarily acquire or maintain membership in the Union shall be required, as a condition of continued employment, beginning sixty (60) calendar days after the effective date of the Agreement, or sixty (60) calendar days after her/his date of hire, whichever is later, to pay to the Union (each month) a service charge in an amount equal to the Union's regular and usual monthly dues, initiation fees, and assessments, including MEC assessments, as a contribution for the administration of the Agreement and the representation of the Flight Attendants.<sup>1</sup>
2. The provisions of this Section 35 shall not apply to any Flight Attendant covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant. Further, the provisions of this Section 35 shall not apply to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure to pay initiation fees, dues and assessments uniformly required.
3. If a Flight Attendant covered by the Agreement becomes delinquent in the payment of her/his service charges, membership dues, initiation fees, and/or assessments, including MEC assessments, the Union shall notify the Flight Attendant by certified mail, return receipt requested, with copies to the Vice President of Labor Relations, or designee, that she/he is delinquent in the payment of the service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant of the Company. The letter shall also notify the Flight Attendant that she/he must remit the required payment within a period of fifteen (15) calendar days from the date of receipt or be discharged. Dues, service charges, initiation fees, and assessments, as used in this Section, shall not include fines and penalties levied by the Union.

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<sup>1</sup> The Union currently does not require dues or initiation fees from probationary Flight Attendants.

4. If, upon the expiration of the fifteen (15) calendar day period, the Flight Attendant still remains delinquent, the Union shall certify in writing to the Vice President of Labor Relations, or designee, with copies 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 Vice President of Labor Relations, or designee, shall thereupon take proper steps to discharge the Flight Attendant from the service of the Company.
5. 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 35 shall be subject to the following procedures, which shall be exclusive of the procedures of Section 30 and 31:
  - a. A Flight Attendant, who believes the provisions of this Section 35 have not been properly interpreted or applied as they pertain to her/him, may submit a request for review, in writing, within five (5) business days from the date of her/his notification of discharge by the Vice President of Labor Relations, or designee, with a copy to the Union. The Vice President of Labor Relations, or designee, will then review such grievance and render a decision in writing not later than five (5) business days following receipt of the grievance.
  - b. The Vice President of Labor Relations, or designee, shall forward her/his decision to the Flight Attendant, with a copy to the Union. The decision shall be final and binding on all interested parties unless appealed. If the decision is not satisfactory to the Union, then it may appeal the decision through the grievance procedure. If the decision is not satisfactory to the Flight Attendant, she/he may appeal the decision, within ten (10) calendar days from the date of receipt, directly to a neutral referee who must be agreed upon by the Flight Attendant and the Union within ten (10) calendar days thereafter.
  - c. In the event the parties fail to agree upon a neutral referee within the specified period, either the Flight Attendant or the Union may request the National Mediation Board to name such neutral referee.
  - d. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees and charges of such

neutral shall be borne equally by the Flight Attendant and the Union.

6. During the period a grievance is being handled under the provisions of this Section, and until the later of a final disposition by the Vice President of Labor Relations, or designee, or the neutral referee, the Flight Attendant shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section.
  - a. A Flight Attendant discharged by the Company under the provisions of this Section 35 shall be deemed to have been “discharged for cause” within the meaning of the terms and provisions of the Agreement.
  - b. The Company shall not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written demand by an authorized Union representative under the terms of this Section.
  - c. The Union agrees to indemnify and hold the Company harmless against any suits, claims, liabilities, and reasonable and customary attorneys’ fees, which arise out of or by reason of any action taken by the Company pursuant to a written demand by an authorized Union representative under the terms of this Section.
7. It is understood that the requirements of Paragraph A.1., above, shall not apply to a Flight Attendant during the periods of time she/he holds a management or supervisory position.

## **B. METHOD OF PAYMENT**

1. During the life of the Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by the Agreement, and remit to the Union, membership dues or service charges 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, provided the Flight Attendant voluntarily executes an “Assignment and Authorization for Payment of Union Service Charge and Dues” form. This form, known as the “Check-Off Form,” shall be prepared and furnished to the Company by the Union.

2. For Flight Attendants who have executed a Check-Off Form, deductions will be made in the following manner:
  - a. One-half of the deduction for dues or service charges will be made in the first paycheck of the month, and one-half of the deduction will be made in the second paycheck of the month.
  - b. Initiation fees, or a service charge equivalent to the initiation fee, will be apportioned into ten (10) equal amounts and deducted from ten (10) consecutive paychecks over five (5) months.
3. When a Flight Attendant properly executes the Check-Off Form, the Secretary/Treasurer of the Union shall forward an original copy to the Company Payroll Department.
4. Any notice of revocation, as provided for in the Agreement or under the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant, delivered by certified mail, and addressed to the Director of Company Payroll Department, with a copy to the Secretary/Treasurer of the Union.
5. The Company will notify the Union of the designated Payroll Department contact responsible for administering the provisions of this Section.
6. Check-Off Forms received by the Company will be date stamped on the date received and not when mailed.
  - a. When a Check-Off Form, as specified herein, is received by the Company Payroll Department on or before the first day of the bid period, deductions shall commence with the second payday following receipt of the form and will continue thereafter until revoked or canceled as provided in this Section.
  - b. Dues will be deducted each payday as provided herein. The Company will remit dues to the Union by Electronic Money Transfer within three (3) business days after each pay period. The Company will promptly send under separate cover a list of names, payroll numbers, Union member numbers, and amounts for the Flight Attendants for whom deductions have been made in each period.

7. No deductions of Union dues will be made from the wages of any Flight Attendant who has executed a Check-Off Form and who has been transferred to a job not covered by the agreement, who is on furlough, or who is on leave without pay. This provision does not alter a Flight Attendant's obligation, if any, to pay dues during any of the above periods under the Union's Constitution and Bylaws. Upon return to work within a classification covered by the Agreement, whether by transfer, return from leave without pay, or recall from furlough, deductions shall be automatically resumed provided the Flight Attendant has not revoked the assignment in accordance with the other appropriate provisions of this Section 35 and of the Railway Labor Act, as amended.
  - a. A Flight Attendant, who has executed a Check-Off Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked her/his assignment, and if she/he is re-employed, further deductions of Union dues will be made only upon execution and receipt of a new Check-Off Form. The Company shall process such revocation or renewal authorization within ten (10) calendar days of receipt.
  - b. A separate alphabetical list shall be provided of all Flight Attendants for whom no dues have been withheld including the reason dues were not withheld. Such list shall also identify each Flight Attendant by employee number.
8. Collection of any back dues owed at the time of starting or resuming deductions for any Flight Attendant, or collection of dues missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues for a particular pay period, shall be the responsibility of the Union and shall not be the subject of payroll deductions.
9. Deductions of membership dues or service charges shall be made from each paycheck provided there is a balance in the pay check sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the bid period in which her/his last day of work occurred.



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## **SECTION 36 - VOLUNTARY CONTRIBUTIONS: FLIGHTPAC**

### **A. FLIGHTPAC CONTRIBUTIONS**

1. The Company shall provide a means for payroll deductions for any Flight Attendant who completes a FlightPAC Wage Deduction Authorization Card, as provided in Paragraph A.4., below. For purposes of this Section, FlightPAC shall mean AFA FlightPAC or its CWA-COPE equivalent, whichever one is designated by the Union.
2. The Union shall bear the administrative costs, if any, incurred by the Company in processing and forwarding contributions to FlightPAC to the Union.
3. FlightPAC contributions shall be deducted each month from the paycheck that contains pay exceptions and shall be remitted to the Union as soon as practical thereafter, but in no event later than thirty (30) calendar days after the date of the deduction.
4. FlightPAC Wage Deduction Authorization Card.
  - a. The Company shall deduct a monthly contribution to FlightPAC from the pay of each Flight Attendant who voluntarily authorizes such contributions on a form provided for that purpose by the Union.
  - b. All payroll deduction authorizations will be submitted through the AFA International Office, which will forward the original signed copy to the Payroll Department, US Airways, Inc.
  - c. Any revocation of such deduction authorization must be in writing and signed by the Flight Attendant.
5. In the event the Company, including any subsidiaries, branches, divisions, or affiliates, no longer offers a payroll deduction plan, check-off system, or other plan which deducts contributions from the payroll or dividend checks of stockholders or executive or administrative personnel, the Company shall have the right to revoke authorization for payroll deduction under this section provided the Company gives the Union at least ninety (90) calendar days prior written notice. In the event the Company

subsequently intends to re-establish a Company deduction plan as described above, it will so notify the Union prior to the re-establishment and the Union FlightPAC Wage Deduction shall be reinstated at the same time.

## **SECTION 37 - GENERAL**

### **A. NON-DISCRIMINATION**

The Company and the Union will comply fully with all applicable Federal and State statutes and regulations prohibiting discrimination with respect to all aspects of employment with the Company. Further, the Company and the Union agree that neither shall discriminate against a Flight Attendant on the basis of race, color, religion, marital status, sex, national origin, age, sexual orientation, disability, membership in a United States armed service, or status as a Vietnam era veteran or disabled veteran. The Company will not tolerate sexual harassment.

### **B. BULLETINS**

Bulletins pertaining to filling of vacancies, notices of the availability of voluntary leaves of absence, and any other pertinent information for exercising seniority will be posted electronically for the Flight Attendant on leaves of absence or vacation. If a Flight Attendant on a leave of absence or vacation is not allowed access to the Company's electronic postings, such information will be mailed to such Flight Attendant, unless she/he will return to work within the period of the posed bulletin. Notices relating to voluntary retirements will be mailed to Flight Attendants on leaves of absence.

### **C. NEW EQUIPMENT AND NEW INTERNATIONAL ROUTES**

1. Should the Company place new equipment into service during the term of this agreement, negotiations for rates of pay, rules and working conditions applicable only to the new equipment may be initiated by the Association or the Company irrespective of Section 39, Duration of this Agreement. Such conferences shall begin within thirty (30) days after requests have been made for such conferences unless otherwise mutually agreed upon by the Union and the Company.
2. Should the Company be granted new international route authority, excluding Canada, during the term of this during the term of this Agreement, negotiations for rates of pay, rules, and working conditions applicable only to the new international route may be initiated by the Association or the Company irrespective of Section 39 Duration of this Agreement except that any proposals shall not

require modification to the aircraft or modifications to other cabin rest accommodations provided however, the Union may request additional International crew rest seats as specified in Section 14.N.1, International. Nothing herein shall apply to new equipment as specified in Paragraph C.1, above. Such conferences shall begin within thirty (30) days after requests have been made for such conferences unless otherwise mutually agreed upon by the Union and the Company.

3. If the parties fail to reach a mutual agreement regarding such pay, rules, and working conditions, any unresolved issue(s) will be submitted to a neutral referee for resolution. Such referee shall be selected from a panel of seven (7) referees provided by the National Mediation Board. The referee shall, in consultation with the parties, set a date, time, and place to hear the dispute. Hearings shall be conducted expeditiously and a decision rendered within sixty (60) days from the date a panel is requested, unless mutually agreed otherwise.
4. Should any improvements be agreed upon or resolved by the neutral referee, such improvements shall be made retroactive to the date any Flight Attendant began such new service or new aircraft.

#### **D. NEW EQUIPMENT DESIGN**

1. "New Equipment" as provided in this Paragraph, means any equipment placed into service by the Company of an aircraft type or series, which is not in service on the date of signing. For the purposes of this Paragraph, the following equipment types shall not be considered "New Equipment:"

A330  
B767-200  
A319, A320 and A321  
B737-300 and B737-400  
B757  
E190

2. The Company will notify the MEC President or her/his designee prior to a final resolution of the equipment specifications when firm aircraft delivery commitments are put in place that would introduce New Equipment into service. Upon request, the Union will receive copies of interior design plans for such New

Equipment, including revisions of such plans. In accordance with Section 34.E., Safety, Air, Security and Health, the Union's input to such plans will be considered during the design process.

#### **E. DELIVERY OF COMPANY MATERIALS**

A Flight Attendant shall not be required to hand carry Company mail or material other than envelopes including paychecks and small parcels. When such materials cannot, in the judgment of the Company, be placed in the cargo compartment, they may be transported in the cabin and the "A" Flight Attendant shall be notified. The Company will identify a safe location on the aircraft for the storage of such items. The responsibility of the "A" Flight Attendant for the safekeeping of the envelope or small parcel shall be limited to the course of the flight. However, unless a Flight Attendant is found to have engaged in willful misconduct, the Company will indemnify and hold harmless the Flight Attendant for any acts or omissions in connection with the responsibility undertaken.

- F. A Flight Attendant shall not be responsible for assisting in loading or unloading of aircraft.

#### **G. CABIN CLEANING DUTIES**

1. Flight Attendants may be required to complete cabin cleaning duties, as defined in this Paragraph, at every station following flight segments, with the exception of the following:
  - a. Transoceanic flight segments;
  - b. Non-Transoceanic International (NTI) flight segments;
  - c. Flight segments immediately preceding the scheduled RON of the aircraft;
  - d. Flight segment scheduled to arrive between 0059 to 0501 local time;
  - e. Flight segments scheduled for 1000 statute miles or greater;
  - f. Any charter, CRAF or MAC segments.

2. Such cabin cleaning duties shall be defined as, and limited to, the following: collecting papers and refuse in the cabin of the aircraft; crossing seatbelts; stowing pillows and blankets in the overhead compartments and/or seats; and collecting and stowing magazines as applicable. A Flight Attendant shall be responsible for the tidying of seat pockets and collecting only to the extent of removing items which are visible and accessible without reaching into the pocket. A Flight Attendant will not be required to perform such cabin cleaning duties after the conclusion of her/his duty day. Any unfinished cleaning duties shall be the responsibility of the Company and the oncoming crew shall not be responsible for such cleaning.
3. No Flight Attendant will be required to engage in any individual cabin cleaning duty where doing so violates the scope provision then governing any other non-flight attendant who both is employed by the Company and represented by any other union. Flight Attendants, however, will be required to perform all the cabin cleaning duties defined above even in instances where the Company has contracted vendor cleaners on duty.
4. Ground crew personnel will be responsible for loading catering supplies onto the aircraft and for stowing such supplies.
5. Ground crew personnel will be responsible for stocking and replenishing the lavatory while the aircraft is on the ground.
6. Flight Attendants will be provided with sanitary wet naps and plastic gloves of the same quality as provided Company cleaners for use on the aircraft.

#### **H. CABIN JUMPSEATS**

1. Cabin jumpseats shall be for the exclusive use of employees on the System Seniority List and Flight Attendant trainees as provided in this Paragraph. The boarding priority for unoccupied cabin jumpseats shall be as follows:
  - a. Mainline US Airways Deadheading Flight Attendant who is requested to and agrees to occupy the jumpseat;
  - b. Mainline US Airways Flight Attendant traveling on Company business;

- c. Mainline US Airways Flight Attendant traveling for personal reasons, in order of Flight Attendant seniority as defined in Section 20, Seniority;
  - d. Mainline US Airways Flight Attendant new hire trainee.
- 2. A Flight Attendant may ride the unassigned and/or unoccupied jumpseat(s) installed on any Company aircraft, including charters, provided the charter agreement between US Airways and the charter company does not prohibit non-working crew members on the flight and the charter departs from a US Airways or US Airways Express terminal, as follows:
  - a. A Flight Attendant must be attired in accordance with the standard dress code required for First or Business Class non-revenue employee travel. However, a Flight Attendant, at her/his option, may be in uniform. A Flight Attendant should display a Company ID above the waist. Additionally, a Flight Attendant shall have an accompanying Flight Attendant Seniority Card that provides her/his Flight Attendant System Seniority as defined in Section 20, Seniority.
  - b. A Flight Attendant may be required to move to an inconspicuous jumpseat to avoid any service disruption.
- 3. At close out of the flight, non-revenue passengers will be processed for unoccupied passenger seats. After the completion of this process, all unoccupied cabin jumpseat(s) will be awarded by the boarding priority as specified in Paragraphs H.1., above, and Flight Attendant System Seniority as defined in Section 20, Seniority as displayed on the Flight Attendant Seniority Card. If no Flight Attendant has requested and presented his/her jumpseat form to the agent thirty (30) minutes prior to departure, the forms will be accepted by the agent thereafter and the jumpseat(s) will be awarded on a first-come, first-served basis up to flight close out. Once awarded at close out, all cabin jumpseat awards are final and will not be rescinded or reissued even if the flight is subsequently delayed. The most senior Flight Attendant(s), listing for the jumpseat(s), at her/his option, may request and receive the jumpseat thirty (30) minutes prior to boarding.
- 4. A Flight Attendant will not be required to list for the flight prior to



arrival in the gate area in order to obtain a jumpseat. However, a Flight Attendant wanting to be considered as a non-revenue passenger must be listed for consideration of a passenger seat. Jumpseat forms will be available at all gates unless the Company implements a jumpseat process which does not require the use of paper forms. Any Flight Attendant who presents her/his jumpseat form to the agent at the podium thirty (30) minutes prior to departure shall be considered for the jumpseat in Flight Attendant System Seniority order. After such time, forms will be accepted by the agent on a first-come, first-served basis up to flight close out.

5. A Flight Attendant possessing her/his Company ID but no Flight Attendant Seniority Card will be permitted to obtain the cabin jumpseat. However, when two (2) Flight Attendants are competing for the cabin jumpseat, the one in possession of the Flight Attendant Seniority Card will have priority. If two requestors have identical seniority dates, the eldest of the two requestors will have priority.
6. A Flight Attendant who is authorized to occupy a jumpseat is expected to introduce herself/himself to other Flight Attendants.
7. A Flight Attendant will be awarded the jumpseat regardless of potential weight restrictions up until close of the flight and will not be removed once awarded the jumpseat for weight restricted flights.
8. A Flight Attendant deadheading in accordance with Section 16., Deadhead, shall not be required but may be requested to occupy the unawarded and unoccupied Flight Attendant jumpseat(s) in accordance with Paragraph H.1.a. above.
9. After the door of the aircraft has closed and before the aircraft moves, a cabin jumpseat rider awarded a jumpseat may occupy any otherwise unoccupied passenger seat in coach or economy class, excluding crew rest seats. A Flight Attendant may occupy an unoccupied passenger seat in other classes of service, i.e. first class or business class under the following conditions:
  - a. On domestic or international flights with two classes of services, i.e. first class or business class and coach or economy, one (1) otherwise unoccupied first class or business class seat, as applicable, may be occupied by such Flight

Attendant provided she/he is in uniform or is attired in accordance with the standard dress code for non-revenue employee travel required for such class of service.

- b. On domestic or international flights with three classes of service, i.e. first class, business class and coach or economy, one (1) otherwise unoccupied business class seat may be occupied by such Flight Attendant provided she/he is in uniform or is attired in accordance with the standard dress code for non-revenue employee travel required for such class of service.
- c. If only one (1) first class (domestic) or one (1) Business (international) seat is available, it is agreed that a US Airways pilot occupying the pilot jumpseat has priority to such seat. If the Company allows flight deck jumpseat riders the ability to occupy more than one otherwise unoccupied first class or business class seat, Flight Attendants shall be allowed to occupy such seats on an alternating basis with US Airways pilots. Such Flight Attendant upgrade will be based on seniority amongst the Flight Attendants awarded the jumpseats.

10. A Flight Attendant occupying the cabin jumpseat may not consume an alcoholic beverage.

11. A Flight Attendant occupying the cabin jumpseat must comply with all rules pertaining to a passenger, e.g., signs and placards, no flight deck admittance, etc.

## **I. RECIPROCAL CABIN SEAT AGREEMENTS**

The Company may participate in reciprocal cabin crewmember travel agreements with carriers that are willing to enter into such agreements. The Company will meet with the MEC President or designee(s), upon request, to review progress and take suggestions regarding the establishment of such agreements. These agreements will be accordance with Company travel procedures.

## **J. LEGAL REPRESENTATION AND INDEMNIFICATION**

The Company shall provide legal representation for defense of a Flight Attendant or when a Flight Attendant is subpoenaed and shall

indemnify a Flight Attendant or her/his estate against any claims, whether by third parties or by fellow employees, arising out of such Flight Attendant's performance of her/his duties with the Company unless such claims arise from the willful misconduct of the Flight Attendant.

When a Flight Attendant is removed from her/his schedule for the purpose stated above, she/he shall be paid and credited for what she/he normally would have earned. If the proceeding occurs on a day off, that Flight Attendant shall be given another day off of her/his choice with pay and credit. Travel arrangements and actual expenses, reasonably incurred, shall be borne by the Company.

#### **K. COMMUTER POLICY**

The rules concerning Flight Attendants who live in a city other than her/his domicile and commute to her/his assigned domicile on the Company or US Airways Express will be as follows:

1. The rules set forth in this Agreement apply only to Flight Attendants who designate themselves as commuters with InFlight Services via the Company Intranet and list an airport served by the Company or US Airways Express.
2. The commuting Flight Attendant must make all reasonable efforts to arrive in domicile at least one (1) hour prior to scheduled check-in or the start of the Reserve availability period.
3. If the Flight Attendant's first scheduled commuting flight cancels or is delayed as a result of weather, mechanical, Company convenience, or the equipment is downgraded within twenty four (24) hours prior to the scheduled departure, and the subsequent scheduled flight for which she/he is listed for travel cancels as a result of weather, mechanical, Company convenience, equipment downgrades within twenty four (24) hours prior to the scheduled departure, the flight is delayed for at least thirty (30) minutes, or the flight is full, the Flight Attendant shall notify Crew Scheduling as soon as possible prior to her/his scheduled check in and Crew Scheduling will have the option of assigning the commuter to any one of the following:
  - a. Split the Flight Attendant back on her/his original pairing;

- b. Assign the Flight Attendant to any comparable pairing, i.e., same duty days;
  - c. Release the Flight Attendant from her/his duty and drop her/his original pairing. The Flight Attendant will be responsible to make up the time lost, if possible.
4. The first three (3) Unable to Commute incidents of the nature described in Paragraph 3, above, will not be treated as dependability infractions so long as the Flight Attendant provides the required supporting documentation from the Reservations system to her/his supervisor within seven (7) days of the Unable To Commute incident(s).

Qualifies Under Commuter Policy

First Flight	Second Flight
Cancellation, Equipment Downgrade or Delay	Cancellation, 30+ minute delay, or Full Flight

Example One:           The first flight is canceled and the second flight is full. This does qualify under the Commuter policy.

Example Two:        The first flight is full and the second flight is cancelled. This does not qualify under the Commuter policy because the first flight being full is not sufficient.

5. A Reserve who is assigned a future trip and released from Reserve duty pursuant to Section 12.J.11, and who is unable to arrive in domicile prior to check in time shall be eligible for the protections of the Commuter policy provided she/he complies with the provisions of this Paragraph K.

**L. CAMERAS IN CABIN**

Should video monitoring devices be required in the cabin during flight, the Company will meet with AFA in advance to negotiate the formulation of policies regarding the use of such devices. These negotiations will not be held pursuant to Section 6.

**M. MECHANICAL FERRY FLIGHTS**

Should a mechanical ferry flight be approved by the Maintenance Control Duty Manager and the Captain for the Flight Attendants to fly, the Flight Attendants will receive pay and credit as if the flight was a revenue flight. An individual Flight Attendant may elect not to take a mechanical ferry flight and, if so, it will be considered an operational mechanical ferry split and the pay will stop where the Flight Attendant gets off the trip. The Flight Attendant is entitled to must ride authorization and meal expense back to base, and hotel accommodations, if applicable. If a Flight Attendant is not authorized to go on the ferry flight, the portion not authorized will be paid. In addition, a crew substitution claim may be applicable.

**N. CHANGES IN INFLIGHT SERVICE**

The Company shall meet and confer with the MEC President or her/his designee prior to the final resolution regarding changes to InFlight service procedures which would affect the Flight Attendants, initiation of a new class of service or implementing a seat configuration change. The Company will consider the Union's recommendations prior to making the changes.

- O. The first late check-in within a rolling active twelve (12) month period will not count for disciplinary purposes.

## **SECTION 38 – AMENDMENTS TO THE AGREEMENT**

Either party hereto may, at any time, propose in writing to the other party an amendment or amendments which they may desire to make to this Agreement, or supplemental agreements thereto, and if such amendment or amendments are agreed to by both the said parties, such amendment or amendments shall be stated in writing. Each party to this Agreement agrees to keep the other informed, by written notice, of the individual(s) authorized to amend and/or enter into understandings in matters concerning this Agreement.

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## SECTION 39 - DURATION

- A. This Agreement supersedes and takes precedence over all previous Agreements. The following Letters of Agreement remain in full force and effect concurrently with this Agreement.
1. New Tentative Agreement Letter of Agreement
  2. Implementation Timeline Letter of Agreement
  3. Early Out Program
  4. Involuntary Furloughs
  5. Interim Transfer Letter of Agreement
  6. PPACA /Excise Tax
  7. Shuttle Health, Welfare and Retirement
  8. Inflight Management Co-Fly Program
  9. Performance Program
  10. Pregnancy and the Performance Program
  11. PBGC Side Letter
- B. This Agreement shall become effective on February 28, 2013, and shall continue in full force and effect until February 27, 2018 and shall renew itself without change each succeeding February 28 unless written notice of intended change is served in accordance with Section 6 of the Railway Labor Act as amended, by thirty days prior to February 28, 2017, or any February 27 thereafter. If notice is served at least thirty days prior to February 28, 2017, the parties agree to commence negotiations one year prior to the amendable date.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this February 28, 2013.

FOR THE ASSOCIATION OF  
FLIGHT ATTENDANTS ,CWA;  
AFL-CIO

FOR US AIRWAYS, INC.

/s/ Veda Shook  
Veda Shook  
International President

/s/ E. Allen Hemenway  
E. Allen Hemenway  
Vice President, Labor Relations

/s/ Deborah Volpe  
Deborah Volpe  
MEC President

/s/ Cindi Simone  
Cindi Simone  
Managing Director, Labor Relations  
Inflight



/s/ Roger Holmin

Roger Holmin  
MEC President

/s/ Paul Kinsey

Paul Kinsey  
Director, Inflight Administration &  
Planning

/s/ Eva DeCastro

Eva DeCastro  
Negotiating Committee  
Member

/s/ Chip Mayer

Chip Mayer  
Director, Crew Scheduling

/s/ David Hone

David Hone  
Negotiating Committee  
Member

/s/ Lore Lee Taylor

Lore Lee Taylor  
Manager, Labor Relations Inflight

/s/ Audra West

Audra West  
Negotiating Committee  
Member

/s/ Richard Knuth

Richard Knuth  
Negotiating Committee  
Member

/s/ Joe Burns

Joe Burns  
Senior Staff Negotiator/Attorney

LETTER OF AGREEMENT  
Between  
US AIRWAYS, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
US AIRWAYS, INC.,  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

New Tentative Agreement

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between US Airways, Inc. (“US Airways”) and the Flight Attendants in the service of US Airways, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”) (collectively, the “Parties”).

WHEREAS, on August 7, 2012, the Parties reached a tentative agreement for a single collective bargaining agreement governing Flight Attendants in the service of US Airways (the “August Agreement”); and

WHEREAS, the Parties desire to amend the August Agreement with certain additional obligations and conditions;

THEREFORE, the Parties agree that the following provisions shall become the “New Tentative Agreement”:

**A. General**

1. The New Tentative Agreement (2013 Flight Attendant Agreement) will incorporate, in full, the terms of the August Agreement, except as modified herein.
2. Implementation timeline modified as attached.

- B. Ratification Bonus.** Within thirty (30) days of a successful ratification of the New Tentative Agreement, a one-time “Ratification Bonus” of \$1,700.00 (less applicable taxes and withholding) will be provided to each US Airways flight attendant who is in active status (i.e., in regular active pay status with US Airways or on a FMLA, Military, Maternity, Adoption, or Paternity leave and not on any other unpaid leave of

absence) on the date of ratification and remains in continuous employment with US Airways through and including the date on which the Ratification Bonus is issued.

C. **Voluntary Early Out Program.** Following the successful ratification of the New Tentative Agreement and a merger between American and US Airways Group, Inc. completed during the AMR 2011 bankruptcy case or upon AMR's emergence from that bankruptcy ("Merger") that has been closed on a specified date pursuant to a Merger agreement ("Merger Completion Date"), US Airways will offer eligible Flight Attendants the opportunity to elect to participate in a Voluntary Early Out Program ("VEOP"), with the following terms:

1. **Eligibility.** To be eligible for the VEOP, a Flight Attendant must:
  - a. have fifteen (15) or more years of Company seniority; and
  - b. be in active status (i.e., in regular active pay status with US Airways or on a FMLA, Military, Maternity, Adoption or Paternity leave and not on any other unpaid leave of absence) on the date the VEOP is first offered, and must remain in continuous employment with US Airways through and including the date on which the Flight Attendant is released pursuant to the VEOP.
2. **VEOP Benefits.** A Flight Attendant who meets the eligibility requirements listed in Paragraph C.1, above, will receive the following benefits if he/she elects to participate in the VEOP:
  - a. A one-time lump sum \$40,000.00 severance payment (less applicable taxes and withholding), payable following the Flight Attendant's release from employment pursuant to the VEOP (check to be issued no later than thirty (30) days following final normal paycheck issuance);
  - b. Travel benefits consistent with the Flight Attendant New Tentative Agreement;
  - c. For retirement-eligible Flight Attendants only, sick payout benefits in accordance with the terms of the New Tentative Agreement;
  - d. Eligibility for COBRA benefits at Flight Attendant's expense in accordance with applicable law; and

- e. Payment for accrued, unused vacation at the rate provided for in the New Tentative Agreement.

**3. Limitations.**

- a. Bidding for participation in the VEOP will commence within thirty (30) days following the Merger Completion Date. The bidding will be open for a minimum of thirty (30) days, and, at US Airways' discretion, may be extended up to forty-five (45) days;
- b. Any Flight Attendant who participates in the VEOP shall not be eligible for any other form of severance (other than as described in Paragraph 2.a, above) and shall be permanently separated from employment with US Airways;
- c. A Flight Attendant's separation from employment pursuant to the VEOP is "voluntary" and the Company will contest claims for unemployment benefits filed by Flight Attendants who participate in the VEOP;
- d. A Flight Attendant who incurs more than one sick occurrence per each ninety (90) day period (cumulative) after the award and prior to release may be considered as "claiming excessive sick" and may be denied the severance payment of \$40,000 and will separate under the VEOP as requested. In the event the Company believes that a Flight Attendant who has been awarded the VEOP has, under the above guidelines, "claimed excessive sick" as it pertains to the VEOP, the Company will notify the applicable LEC President. Any extraordinary cases occurring during the period of the VEOP award date and the applicable release date will be reviewed on a case by case basis;
- e. The Company shall have sole discretion to determine the VEOP release dates. The Company will make reasonable effort to release all Flight Attendants who elected VEOP within twelve (12) months following the awards. The Company will process VEOP bids in system seniority order, awarding the Flight Attendant's preferred release date, if available, until all slots are filled;
- f. Participation in the VEOP is entirely voluntary on the part of any Flight Attendant who wishes to receive benefits and such

Flight Attendant shall execute a general release of all claims in a form to be prepared by the Company;

- g. Once an eligible Flight Attendant has elected to participate in the VEOP and the recession period in the release as described in paragraph 3.f., above has expired, such election shall be irrevocable in accordance with applicable law; and
- h. This one-time, limited VEOP shall not constitute a precedent for any purpose. Furthermore, the VEOP does not change, alter, or modify the provisions of any Flight Attendant CBA, except as provided herein. In addition, the terms or existence of the VEOP will not be construed against any Party nor will it prejudice the Parties' respective positions for purposes of any other matter between the Parties, including, but not limited to, in any grievance, arbitration, and/or litigation.

**D. Negotiations.**

1. After both (i) US Airways has executed, and made a public announcement that they have entered an agreement to complete a Merger, and (ii) ratification voting on this New Tentative Agreement is complete, AFA-CWA agrees to enter into good faith negotiations with American, US Airways, and the Association of Professional Flight Attendants (the "APFA") on a four-party Memorandum of Understanding ("MOU"). The purpose of these MOU negotiations shall be to develop a framework for the terms of employment for flight attendants of, as well as a process for, flight attendant operational integration.
2. The AFA-CWA agrees that it will not file or support any suit, grievance, or other challenge in any forum to the process described in this Paragraph D, or to the Conditional Labor Agreement between the APFA and US Airways, dated April 12, 2012, as modified and clarified by the Acknowledgment Letter from US Airways to the APFA, dated December 31, 2012 (collectively, the "CLA"), provided, however, that prior to any change in representation as determined by the National Mediation Board, AFA reserves the right to challenge the CLA's applicability to the pre-merger US Airways flight attendants.
3. AFA-CWA agrees that it will, jointly with APFA, file for and support a single carrier application with the National Mediation

Board as soon as practicable, and no later than, six (6) months following the Merger Completion Date.

IN WITNESS WHEREOF, the Parties hereto have signed this New Tentative Agreement this 28 day of February, 2013.

FOR THE ASSOCIATION OF  
FLIGHT ATTENDANTS, CWA; AFL-  
CIO

FOR US AIRWAYS, INC.

/s/ E. Allen Hemenway  
E. Allen Hemenway  
Vice President, Labor Relations

/s/ Veda Shook  
Veda Shook  
International President

/s/ Cindi Simone  
Cindi Simone  
Managing Director, Labor Relations  
Inflight

/s/ Deborah A. Volpe  
Deborah A. Volpe  
MEC President

/s/ Roger Holmin  
Roger Holmin  
MEC President

LETTER OF AGREEMENT  
Between  
US AIRWAYS, INC.  
And the  
FLIGHT ATTENDANTS  
In the service of  
US AIRWAYS, INC.,  
As represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Implementation Timeline Letter of Agreement

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railways Labor Act, as amended, by and between US Airways, Inc. (hereinafter referred to as “US Airways”) and the Flight Attendants in the service of US Airways Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

Whereas the parties have reached agreement on a single agreement covering Flight Attendants in the service of US Airways hereinafter referred to as the “the Agreement;” and

Whereas the parties desire to specify when certain provisions of the Agreement will be implemented;

Therefore, the parties agree the following provisions shall specify the timeline of the implementation of this Agreement:

The Union agrees to provide the Company with the certified integrated seniority list no later than Date of Signing (DOS) (DOS is the date of ratification). The Company will accept such integrated seniority list, including conditions and restrictions, as provided for in Section IV of the parties’ Transition Agreement.

All provisions of the Agreement shall be implemented the 1<sup>st</sup> day of the bid month following the (DOS) as follows:

**A. Section 3 Compensation:**

Jury duty language, Section 3.I, will be implemented concurrent with PBS implementation. Prior to PBS implementation, East and West

Flight Attendants shall receive jury duty pay and release under the terms of their respective prior collective bargaining agreements.

Premiums for paid time off, Section 3.N: Prior to PBS implementation, a Flight Attendant shall receive vacation premium as specified in Section 3.P of the East Agreement. Following PBS implementation, a Flight Attendant will only receive the premium if the credit hours in her/his primary line or PBS award are inclusive of 100% of any single premium(s).

**B. Section 4 Expenses:**

The crew meal provisions, Section 4.C, will be implemented for West Flight Attendants as soon as practicable but not to exceed sixty (60) days. The provisions will continue to be in effect for East Flight Attendants.

The parking provisions, Section 4.D, will be implemented as soon as practicable but no later than the first day of the bid month following 90 days post ratification.

**C. Section 8 Vacation:**

**2013 Vacation**

All vacation awarded in 2012 for the 2013 calendar year shall be governed by the provisions of the prior East and West Collective Bargaining Agreements, as applicable.

**2014 Vacation**

For vacation earned in bid months prior to the bid month following DOS, (earned in 2013 for use in 2014) East Flight Attendants shall accrue according to the accrual charts specified in the East Agreement and West Flight Attendants shall accrue according to the accrual charts as specified in the West Agreement.

For vacation (earned in 2013 for use in 2014) earned in the bid month following DOS and for the remainder of the year, Flight Attendants shall accrue vacation under the provisions of Section 8 of this Agreement.



For vacation utilized in 2014, vacation daily rates will be in accordance with Section 8 of the Agreement. Flight Attendants transferring between domiciles will be permitted to transfer her/his vacation dates without any change to the vacation matrix in the new domicile. For vacation utilized in 2014, all other provisions in the East and West Collective Bargaining Agreements will remain effective January 1, 2014.

### **2015 Vacation**

All provisions of Section 8 of this Agreement shall apply for vacation to be utilized in 2015.

#### **D. Section 9 Sick**

Sick Leave Accrual, Section 9.C.1.d: A West Flight Attendant with a date of disability prior to January 1, 2014 will receive benefits under the Pre-Merger America West Short Term Disability (STD) plan (one hundred eighty (180) days duration) and the Pre-Merger America West Long Term Disability (LTD) plan. The STD program will end twenty-four (24) months from the date of signing.

Claiming Sick Leave, Section 9.D: Prior to PBS implementation East Flight Attendants shall utilize the sick leave charging language in Section 8.F of the East agreement, including the daily reserve sick leave rate shall be three hours and thirty minutes (3:30). West Flight Attendants shall utilize the provisions of 15.C of the West agreement, except the daily reserve sick leave rate shall be three hours and thirty minutes (3:30), the seventy five (75) hour cap for utilizing sick leave shall be eliminated, and a Flight Attendant shall not be required to call in sick each day of a trip.

#### **E. Section 20 Seniority (20.F)**

1. A Flight Attendant on the combined seniority list as of the Date of Signing of this Agreement will retain her/his longevity as accrued under the West and East collective bargaining agreements prior to the Date of Signing including any time accrued in another Company position that has been applied toward Flight Attendant service in accordance with a previous agreement.
2. Longevity accrual after the Date of Signing of this Agreement will be applied consistent with the terms of this Agreement.

3. Within sixty (60) days of receipt and acceptance of the certified integrated seniority list, West Flight Attendants shall be issued revised badges with revised dates for purpose of pass travel consistent with this Agreement (first day of training or if transferring from another position, date of Company hire).

**F. Section 22 Filling of Vacancies**

Any posted vacancies after receipt and acceptance of the certified integrated seniority list shall be filled on a system-wide basis consistent with the terms of this Agreement.

**G. Section 26 Insurance, Retirement and Other Benefits**

Medical, Dental, Vision, STD, LTD, Life Insurance shall be implemented January 1, 2014.

The DC Plan (West transition, no later than ninety (90) days per the language in Section 26.F.2) and Pass Travel language shall be implemented the first day of the bid month following DOS.

**H. Section 29 Training**

Training shall be implemented the first day of the bid month following DOS except the bidding and assignment process, Section 29.D., will be implemented concurrent with PBS.

**I. Section 30 Grievance Procedure**

**Section 31 System Board of Adjustment**

Any grievance filed prior to Date of Signing will utilize the grievance and system board procedures from the prior applicable collective bargaining agreement.

**J. Sideletter: Implementation Letter**

Agree to delete East Sideletter 44 (Re: Confirmation Order). Provided, however, the parties agree that if the IAM, CWA, or TWU obtain the right to nominate a board representative or appoint a board observer then AFA's right to do likewise shall be equal to the most favorable rights afforded to any of IAM, CWA or TWU.

## **K. Scheduling and Related Sections**

Until PBS is implemented, East and West Flight Attendants will continue to operate under the Hours of Service, Reserve and Scheduling Sections of their respective Collective Bargaining Agreements. The parties agree that PBS will not be implemented sooner than eighteen (18) months following ratification and not later than twenty four (24) months following ratification. However, the parties recognize that a potential merger with AMR may impact the commencement of programming for PBS and other related scheduling sections. In the event such a delay impacts the ability of the Company to implement PBS within the twenty-four (24) month timeline, the Company shall provide all necessary information to the Joint Implementation Resolution Committee (JIRC) to substantiate the necessity for such delay. Any dispute over the timeline of implementation of PBS shall be resolved pursuant to Section 10.V of the Agreement.

In the event that PBS is not implemented in accordance with the preceding paragraph, the Company and the Union agree to implement the Hours of Service rules of this Agreement including the penalty pay provision of 11.Q.5 and the rescheduling provisions of 10.J.1 through 10.J.7 no sooner than sixty (60) days prior to and no later than sixty (60) days after the implementation of the new pilot FARs as specified in CFR 117.

In the event the Company elects to implement the Hours of Service and Rescheduling rules after the implementation of pilot FARs, East Flight Attendants will maintain the pairing/line construction rules in effect following ratification (including rules applicable to actual operations and including East contract language and Pilot FARs currently applicable to Flight Attendants) until the Hours of Service and Rescheduling rules are implemented. In no instance shall such changes be implemented sooner than October 1, 2013. The initial East Flight Attendant pairing solution and lines of flying for East Flight Attendants will be provided to the Union and the Union shall have the opportunity to provide the Company with input for the Company's review and consideration. The Company shall give due consideration to changes suggested by the Union's Scheduling Committee. On all Transoceanic International (TI) pairings, Flight Attendants will continue to be co-paired with pilots.

The following Sections will be implemented concurrent with the date of implementation of PBS.

Section 6 Crew Accommodations

Section 10 Scheduling

Except the provisions of Red Flag pairings, Section 10.H., and Last Live Leg, Section 10.P, will be implemented the first day of the bid month following DOS.

Section 11 Hours of Service

Except on-board requirements will be implemented on the first day of the bid month following DOS.

Section 12 Reserve Duty

Except Reserve days off will be implemented on the first day of the bid month following DOS.

Section 13 TDY for West Flight Attendants (Except East will go into effect on the first day of the bid month following DOS).

Section 14 International Flying

Except International delay incentive (Paragraph N.9.) and TI duty limitations and pay (Paragraph D.1.) and the elimination of Section 12.d.1 (East) will be implemented on DOS.

The CSD program will not go into effect until after the Date of PBS implementation, however CSD training and bidding may occur prior to PBS implementation.

Section 15 Language of Destination/Origin

Section 16 Deadheading

Except 100 percent pay and credit and the front and tail end deadhead provisions (Section 16.H and Section 16.I) will be effective the first day of the bid month following DOS.

Section 17 Common Domiciles

Section 18 Charters

Section 19 CRAF

Sideletters and Definitions related to the above sections shall remain in effect concurrent with the above sections.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 28 day of February, 2013.

FOR US AIRWAYS, INC.

/s/ E. Allen Hemenway  
E. Allen Hemenway  
Vice President  
Labor Relations

FOR THE ASSOCIATION OF  
FLIGHT ATTENDANTS, AFL-CIO

/s/ Veda Shook  
Veda Shook  
International President

/s/ Deborah A. Volpe  
Deborah A. Volpe  
MEC President

/s/ Roger Holmin  
Roger Holmin  
MEC President

February 28, 2013

Ms. Deborah A. Volpe  
Master Executive Council President  
Association of Flight Attendants

Mr. Roger Holmin  
Master Executive Council President  
Association of Flight Attendants

Re: Early Out Program

Dear Ms. Volpe and Mr. Holmin:

During the course of negotiations for the 2013 AFA-US Airways Agreement, it was understood and agreed that prior to implementation of PBS, the Company and Union will meet and confer to discuss the benefits and feasibility of an Early Out Program.

Sincerely,

/s/ E. Allen Hemenway  
E. Allen Hemenway  
Vice President  
Labor Relations

Agreed:

/s/ Deborah A. Volpe  
Deborah A. Volpe  
MEC President

/s/ Roger Holmin  
Roger Holmin  
MEC President

February 28, 2013

Ms. Deborah A. Volpe  
Master Executive Council President  
Association of Flight Attendants

Mr. Roger Holmin  
Master Executive Council President  
Association of Flight Attendants

Re: Involuntary Furloughs

Dear Ms. Volpe and Mr. Holmin:

This letter will confirm our agreement that following the effective date of the Flight Attendant Agreement through the day before the amenable date, US Airways shall not involuntarily furlough any Flight Attendant who is on the merged US Airways Flight Attendant Seniority List on the date of the Flight Attendant Agreement as a direct consequence of the implementation of PBS, the new scheduling and reserve systems, new hours of service provisions or the discontinuation of co-pairing.

Sincerely,

/s/ E. Allen Hemenway  
E. Allen Hemenway  
Vice President  
Labor Relations

Agreed:

/s/ Deborah A. Volpe  
Deborah A. Volpe  
MEC President

/s/ Roger Holmin  
Roger Holmin  
MEC President

February 28, 2013

Ms. Deborah A. Volpe  
Master Executive Council President  
Association of Flight Attendants

Mr. Holmin  
Master Executive Council President  
Association of Flight Attendants

Re: Interim Transfer Letter of Agreement

Dear Ms. Volpe and Mr. Holmin:

Flight Attendants will be eligible for transfer to posted vacancies after receipt and acceptance of the certified integrated seniority list as follows:

Transfer of former West Flight Attendants choosing to transfer to Charlotte, Philadelphia and Washington, DC will be pursuant to the following terms:

1. Flight Attendants transferring during calendar year 2013 will continue to maintain vacations previously awarded at her/his new domicile.
2. Flight Attendants will utilize her/his sick bank as established effective March 2, 2013 per Section 9, except that Flight Attendants will continue to be eligible for STD for a period of twenty four (24) months following date of signing (DOS).
3. All other provisions not described above will be consistent with the terms of the Agreement in effect at the domicile to which the Flight Attendant transfers.

Transfer of former East Flight Attendants choosing to transfer to Phoenix:

1. Flight Attendants transferring during calendar year 2013 will continue to maintain vacations previously awarded at her/his new domicile. Any vacation filler days will be bid as part of the vacation shuffle during 2013 and if not awarded will be carried over for use in 2014 as specified in Section 8.E.2.



2. Flight Attendants will utilize her/his sick bank as established effective March 2, 2013 per Section 9, except that Flight Attendants will not be eligible for STD.
3. All other provisions not described above will be consistent with the terms of the Agreement in effect at the domicile to which the Flight Attendant transfers.

For a Flight Attendant on a leave of absence, her/his request to transfer will be processed concurrent with her/his return to active status and based on what she/he could have held during her/his leave of absence period.

The parties agree to further modify any terms contained herein as may become necessary.

Sincerely,

/s/ E. Allen Hemenway

E. Allen Hemenway  
Vice President  
Labor Relations

Agreed:

/s/ Deborah A. Volpe

Deborah A. Volpe  
MEC President

/s/ Roger Holmin

Roger Holmin  
MEC President

February 28, 2013

Ms. Deborah A. Volpe  
Master Executive Council President  
Association of Flight Attendants

Mr. Roger Holmin  
Master Executive Council President  
Association of Flight Attendants

This letter will confirm our agreement regarding the application of excise tax or other penalty included in The Patient Protection and Affordable Care Act (PPACA) or any excise tax or penalty which may replace the PPACA

In the event the Company determines that any of the PPO 100, 90 or 80 percent plan design options provided for in this Agreement (each a "Plan") would be or become subject to an excise tax or other penalty under applicable law (and thus become an "Affected Plan"), the Company will meet and confer in good faith in order to reach an agreement with the Union concerning the minimum modification or modifications to the Affected Plan necessary to avoid application of the excise tax or other penalty. The Company shall provide to the Union information that the Union reasonably requests, including actuarial reports, necessary for the Union's design and consideration of such modifications. Unless otherwise agreed, any agreed modification shall become effective at the time the excise tax or penalty would become applicable in respect of the Affected Plan (the "Affected Plan Date").

If the Company and the Union are unable to agree on modifications necessary to avoid the application of the excise tax or other penalty on the Affected Plan within ninety (90) days after the initial meeting conducted pursuant to Section 26.A.3., an arbitrator shall immediately be selected in accordance with the provisions of Section 31 to determine the modifications to the design of the Affected Plan that will become applicable. The authority of the arbitrator is expressly limited to establishing those modifications to the design of the Affected Plan that will ensure that no excise tax or other penalty will apply. If the arbitrator determines that no reasonably practical modification to the Affected Plan can guarantee that no excise tax or other penalty will apply, the Company shall have the right to terminate the availability of the Affected Plan to the Flight Attendants. If, under the preceding sentence, the Company has terminated or would have the right to terminate the availability to the Flight Attendants of all three Plans, the arbitrator will be empowered to designate an alternative plan design (a "New Plan") that is available from the Company provider and that replicates the provisions of the 80 percent plan to the greatest possible extent without causing the New Plan to become subject to any excise tax or other penalty. In the event that the arbitrator has not issued a determination prior to the excise tax or penalty becoming due or if such penalty or excise tax is otherwise owed for any reason, notwithstanding any contrary provision of law, the Company shall be permitted to implement such

modifications to the design of the Affected Plan as it considers to be necessary to avoid the excise tax or penalty. The Company shall have a reasonable period of time following the issuance of the arbitrator's determination to implement the New Plan. Notwithstanding the foregoing, the provisions of this Letter of Agreement shall not be effective if, after the effective date of this Agreement, the Company enters into any new or amended collective bargaining agreement having a term of three (3) years or more with any union group that does not contain a provision substantially similar to this Letter of Agreement.

If any Plan is modified or eliminated pursuant to the terms of this Letter of Agreement, the parties will meet and confer to determine how the savings, if any, from such modifications will accrue to Flight Attendants. The avoidance of any excise tax that would have otherwise been applied will not be considered in the calculation of any savings. If the parties cannot agree on whether cost savings exist or how to distribute said savings, the matter may be referred to an arbitrator as specified by the process in this Letter of Agreement. The arbitrator's authority shall be limited to the issue of determining whether such savings exist and, if so, how such savings are to be distributed. The arbitrator shall have no other authority, and in no event shall the arbitrator order modifications to or reinstatement of a plan.

Sincerely,

/s/ E. Allen Hemenway  
E. Allen Hemenway  
Vice President  
Labor Relations

Agreed:

/s/ Deborah A. Volpe  
Deborah A. Volpe  
MEC President

/s/ Roger Holmin  
Roger Holmin  
MEC President

Letter of Agreement  
between  
US Airways  
and the  
Flight Attendants in the service of  
Shuttle, Inc.,  
as represented by the  
Association of Flight Attendants, AFL-CIO

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SHUTTLE HEALTH, WELFARE AND RETIREMENT BENEFITS  
AGREEMENT

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This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between US Airways, Inc. (Hereinafter referred to as the “Company”) and the Flight Attendants in the service of Shuttle, Inc., as represented by the Association of Flight Attendants, AFL-CIO (hereinafter referred to as the “AFA”).

It is hereby agreed as follows:

1. All health, welfare and retirement benefits provisions of the Shuttle, Inc. Flight Attendant Agreement dated August 1, 1994, which have not been specifically altered by this Letter of Agreement shall remain in full force and effect for the duration of the fenced operations.
2. This Side Letter shall run concurrently with the Shuttle, Inc. Flight Attendant Agreement dated August 1, 1994, as modified on November 20, 1998, and will be incorporated into the USAir Flight Attendants Agreement dated April 1, 1993 and the new US Airways Flight Attendants Agreement upon ratification of a new agreement.
3. Welfare Benefits:
  - a. Shuttle Flight Attendants will continue to be covered by Shuttle, Inc. medical, dental and other welfare benefit plans through March 31, 1999. Claims incurred prior to April 1, 1999, will be administered under the present Shuttle, Inc. plans; such claims must be submitted no later than one year after the expense is

incurred in the case of the Indemnity and Managed Care plans. The claims submission procedure for each HMO shall control the claims submission procedures for such HMO. The Shuttle, Inc. Short Term Disability Plan shall be extended through the end of the fence. The US Airways, Inc. Flight Attendant Long Term Disability Benefit Plan shall apply commencing at the end of the fence. There shall be no gap in coverage in the case of any welfare plan. For example, the Shuttle, Inc. Long Term Disability Plan shall continue until such time that a Shuttle flight attendant is eligible under the US Airways, Inc. Flight Attendant Long Term Disability Benefit Plan. Shuttle Flight Attendants will be covered by Company medical, dental, life insurance, AD&D, and any other welfare benefit plans (other than disability plans) applicable to the US Airways Flight Attendants as of April 1, 1999, with open enrollment taking place during the first quarter of 1999.

- b. Service with Shuttle, Inc. will count toward satisfying any eligibility requirements and waiting periods under the Company's welfare benefit plans. During the calendar year in which benefits are integrated, any monies expended by former Shuttle Flight Attendants under the Shuttle health and welfare plans toward the deductible or out-of-pocket cap or similar payments shall be credited towards such payments under the US Airways Inc. health and welfare plans. The previous sentence shall not apply to HMO plans.
- c. Once the Shuttle flight attendants are transitioned into the applicable US Airways health and welfare plans, in no event shall Shuttle flight attendants have different employee contributions, deductible, or other features in any of the welfare benefits offered to US Airways flight attendants.
- d. HMOs. The HMOs in existence on September 19, 1998 for Shuttle, Inc. Flight Attendants shall continue to be offered to those Flight Attendants. As to those HMOs not currently extended to mainline flight attendants, Shuttle flight attendants currently in those HMOs shall be allowed to continue in those HMOs for up to one year after the US Airway's Medical/Dental plan becomes applicable to Shuttle flight attendants. HMOs will have to be financially viable and meet the administrative standards that US Airways uses in selecting HMOs. Once the US Airways Medical/Dental plan becomes available to Shuttle flight attendants, a special open enrollment period will be offered to Shuttle flight

attendants. Thereafter, open enrollment periods will be offered annually.

- e. Flex Spending Plans. There shall be no gap in coverage due to switching of Shuttle, Inc. Flight Attendants from the Shuttle, Inc. Flexible Spending plans to those at US Airways.

#### 4. Retirement Benefits

- a. 401(k) Plan. Shuttle Flight Attendants will continue to participate in the Shuttle, Inc. Investment Plan for Flight Attendants (“Shuttle AFA 401(k) Plan”) through March 31, 1999. Effective April 1, 1999, Shuttle Flight Attendants who have completed 90 days of service with Shuttle, Inc. and the Company will be eligible to participate in the US Airways, Inc. 401(k) Savings Plan (“US Airways 401(k) Plan”). Shuttle Flight Attendants with less than 90 days service with Shuttle, Inc. and the Company as of March 31, 1999, will be eligible to enter the US Airways 401(k) Plan on the first entry date after completing 90 days of combined service with Shuttle, Inc. and the Company. The Company may merge the Shuttle AFA 401(k) Plan with the US Airways 401(k) Plan, or may maintain the Plans as separate plans. In no event shall there be a gap in coverage due to the switch between the two plans.
- b. ESOP. Shuttle Flight Attendants will be eligible to participate in the US Airways, Inc. Employee Stock Ownership Plan (“US Airways ESOP”) effective April 1, 1999. Shuttle Flight Attendants will be credited with service with Shuttle, Inc. for purposes of eligibility and vesting in the US Airways ESOP.
- c. Defined Benefits Plans. Shuttle Flight Attendants will become participants in the Retirement Plan for Flight Attendants in the Service of US Airways, Inc. (“US Airways AFA Plan”) as of April 1, 1999, and will accrue benefits based on service with the Company on and after that date. As of March 31, 1999, the Shuttle, Inc. Retirement Income Plan for Flight Attendants (the “Shuttle AFA Plan”) shall be frozen, and Shuttle Flight Attendants shall accrue no additional benefit under the Shuttle AFA Plan. The Company intends to merge the Shuttle AFA Plan with and into the US Airways AFA Plan. The date of the merger of the plans shall be determined by the Company in its discretion.

#### 5. Retirement Benefit Formula:

Flight attendants shall receive the following retirement benefit:

The greater of a, b, c, d:

- a. The benefit accrued under the Shuttle AFA Plan as of the date of the merger of the plans. For purposes of this calculation, Years of Service under the Shuttle AFA Plan prior to April 1, 1999, and Service under the US Airways AFA Plan on or after April 1, 1999, shall be included for purposes of vesting and application of actuarial reduction factors. Credited Pension Service under the Shuttle AFA Plan prior to April 1, 1999, and Credited Service under the US Airways AFA Plan on and after April 1, 1999, shall be included for purposes of eligibility for early retirement and related subsidies. For example, once a flight attendant has a total of 20 years of Credited Pension Service under the Shuttle AFA Plan and Credited Service under the US Airways AFA Plan and has reached age 52, the enhanced early retirement subsidies for both the regular (non-Eastern) benefit under the Shuttle AFA Plan and the minimum benefit payable (the Eastern hypothetical benefit) will apply.
- b. The sum of the benefit accrued under the US Airways AFA Plan on or after April 1, 1999, and the benefit accrued under the Shuttle AFA Plan for Years of Service at Shuttle from June 7, 1989 to March 31, 1999, excluding the minimum benefit payable (the Eastern hypothetical benefit). For each year that the total combined years of Credited Service under the US Airways AFA Plan and Credited Pension Service under the Shuttle AFA Plan exceeds 30 years, the year with the smallest benefit accrual under the Shuttle AFA Plan will be excluded. For purposes of the early retirement subsidy under the Shuttle AFA Plan, all years of Credited Pension Service under the Shuttle AFA Plan and Credited Service under the US Airways AFA Plan will count. For purposes of eligibility, vesting and actuarial reductions for early retirement under the US Airways AFA Plan, all Years of Service under the Eastern Plan, and the Shuttle AFA Plan will be included as well as years of Service under the US Airways AFA Plan. Final Average Earnings shall be defined as the three highest years (which need not be consecutive) out of the last 10 years at US Airways and the Shuttle or its predecessors before Service ceases.

- c. The Eastern minimum benefit payable under the Shuttle AFA Plan, counting all years of Credited Service under the Eastern Plan, Credited Pension Service under the Shuttle AFA Plan and all years of Credited Service under the US Airways AFA Plan. The benefit shall be reduced by the Eastern pension benefit payable by the PBGC. Earnings attributable to US Airways service shall be as defined in the US Airways AFA Plan. There will be no 30 year cap applicable to this calculation.

For example, if a flight attendant had 18 years of Credited Service at Eastern and 10 years of Credited Pension Service at the Shuttle and 5 years of Credited Service at US Airways, her/his benefit would be calculated as follows:

Using the Eastern formula in effect on June 6, 1989:

The Normal Retirement Benefit formula was .75% of Annualized Earnings up to \$1200 plus 1.25% of the next \$1800 of Annualized Earnings, plus 1.75% of Annualized Earnings over \$3000.

Using the example in the Summary Plan Description, a flight attendant had \$4059 total annual benefit under the Shuttle AFA Plan after June 6, 1989, plus \$10,000 annual benefit under the Eastern Plan prior to June 6, 1989. The flight attendant had 18 years of Credited Pension Service through June 6, 1989 under the Eastern Plan and 10 years of Credited Pension Service with Trump.

The flight attendant also had five years of Credited Service at US Airways.

Assuming the flight attendant earned \$40,000 each year from US Airways, the \$40,000 would be plugged into the Eastern formula. The calculation would be .75% of Annualized Earnings up to \$1200 plus 1.25% of the next \$1800 of Annualized Earnings plus 1.75% of Annualized Earnings over \$3000 or:

\$9 plus \$22.50 plus \$647.50 for a total of \$679 a year accrued. This benefit would be added to the benefit accrued as of the date of the merger. The flight attendant would now receive five times \$679 or \$3395 added to her/his benefit of \$14,059 or \$17,454 at age 62 (reduced by the Eastern pension benefit payable by the PBGC).

- d. The sum of the benefit accrued under the US Airways AFA Plan for years of Credited Service after March 31, 1999, plus the Eastern minimum benefit payable under the Shuttle AFA Plan.



For each year that the total combined years of Credited Service under the US Airways AFA Plan and Credited Pension Service under the Shuttle AFA Plan exceeds 30 years (including years of service with Eastern), the year with the smallest benefit accrual under the Shuttle AFA Plan will be excluded. For purposes of eligibility, vesting and reduction for early retirement under the US Airways AFA Plan, all Years of Service under the Eastern Plan and the Shuttle AFA Plan will be included as well as years of Service under the US Airways AFA Plan. For purposes of the early retirement subsidy provide in conjunction with the minimum benefit payable, all years of Credited Pension Service under the Shuttle AFA Plan (including years with Eastern) and all years of Credited Service under the US Airways AFA Plan will be included.

6. Disability. With respect to those disabilities that occur prior to the effective date of the Shuttle Flight Attendants participation in the US Airways Inc. Flight Attendant Long Term Disability Benefit Plan, Shuttle Flight Attendants shall be covered by the provisions in the current Shuttle Agreement and Shuttle, Inc. Long Term Disability Plan.
7. Disability Retirement. With respect to those disabilities occurring on or after the effective date of the Shuttle Flight Attendants participation in the US Airways Inc. Flight Attendant Long Term Disability Benefit Plan, Shuttle Flight Attendants shall be ineligible for the disability retirement benefit under the Shuttle AFA Plan.

The Shuttle AFA Plan shall be amended in accordance with the above Paragraph. The Company shall apply for a determination letter on the tax qualified status of the amended Shuttle AFA Plan by December 31, 2000, or later in accordance with IRS requirements. In the event the IRS determines that the elimination of the disability retirement provision will impact the tax qualified status of the Shuttle AFA Plan, the disability retirement provision shall be reinstated retroactively to its date of elimination. Any Shuttle Flight Attendant who would have been eligible for disability retirement but for the elimination of the benefit shall receive benefits under the disability retirement provision (if so elected) retroactive to the date of eligibility for such benefit, less any benefits received under the Flight Attendant Long Term Disability Plan since the date of eligibility for benefits. If the disability retirement provision is reinstated, the benefit a participant receives under the Flight Attendant Long Term Disability Plan shall be offset by any

benefit received under the disability retirement provision of the Shuttle AFA Plan.

8. Retiree Benefits. All retired Shuttle flight attendants shall be entitled to receive retiree medical benefits immediately at age 52 as well as retiree passes immediately at age 52 as well as any other welfare benefit provided normally to US Airways flight attendants at age 55.

In Witness Whereof the parties have signed this Letter of Agreement this 21<sup>st</sup> day of July, 1999.

For the Association of  
Flight Attendants, AFL-CIO:

For US Airways, Inc.:

/s/ Patricia A. Friend

International President

/s/ John M. Hedblom

Vice President, Labor Relations

/s/ Laurie Bergeron

MEC Secretary-Treasurer

/s/ Anthony J. Bralich Jr.

Director, Labor Relations – Flight

/s/ Sharon Frankie

Negotiating Committee

/s/ Michael J. Minerva Jr.

Director, Labor Relations – Flight

/s/ Katie Whitney

Negotiating Committee

/s/ Robert A. Fuhr Jr.

Senior Director, Inflight Services

/s/ Beth Deprospero-Bohlander

AFA Staff Negotiator  
Staff Services

/s/ Ernest J. Pickell

Manager, Business Development and

/s/ Laurie Borman

Senior Benefits Attorney

March 25, 2000

Ms. Lynn Lenosky  
Master Executive Council President  
Association of Flight Attendants  
600 Commerce Drive  
Suite 609-611  
Moon Township, PA 15108

RE: Use of Co-Fly Program to Avoid Trip Cancellations

Dear Ms. Lenosky:

During the course of the recent Section 6 negotiations, the Company and the Association agreed that, in order to avoid a trip cancellation, Inflight management personnel participating in the Co-Fly program who hold a US Airways Flight Attendant seniority number may, in the event that open trips remain after the completion of Availability/Improvement List processing and Reserve processing, be assigned to an otherwise uncovered required position.

The assignment of Inflight management personnel to uncovered required positions pursuant to this Letter will be as specified in Section 11 (Reserve Duty) of the Agreement. That is, such assignment may be made prior to calling lineholders on day(s) off.

In the event Inflight management personnel are assigned flying in accordance with this Letter, the Company shall notify the applicable LEC President of such assignment within three (3) business days of such assignment. In addition, all such flying will be summarized in the monthly report of Co-Fly activity submitted to the applicable LEC President.

Inflight management personnel who fly a trip under the provisions of this Letter will be deemed to have fulfilled the expectation of maintaining flight currency under the Co-Fly program for the quarter.

Sincerely,

/s/ John M. Hedblom  
Vice President  
Labor Relations

AGREED:

/s/ Lynn Lenosky

MEC President

Association of Flight Attendants

LETTER OF AGREEMENT  
between  
US AIRWAYS, INC.  
and the  
FLIGHT ATTENDANTS  
in the service of  
US AIRWAYS, INC.  
as represented by the  
ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

PERFORMANCE PROGRAM

THIS LETTER OF AGREEMENT is made and entered into in accordance with Title II of the Railway Labor Act, as amended, by and between US Airways, Inc. (hereinafter referred to as the "Company") and the Flight Attendants in the service of US Airways, Inc. as represented by the Association of Flight Attendants (hereinafter referred to as the "Association").

WHEREAS, the parties have agreed to the implementation of a performance related program which measures the ability of the flight attendant to perform his/her job duties as related to the flight attendant's size and the size of the aircraft; and

WHEREAS, a Letter of Agreement was negotiated on March 23, 1994, in conjunction with the settlement of litigation between the Equal Employment Opportunity Commission ("EEOC") and the Company, EEOC v. USAir, Inc. (as successor in interest to Piedmont Aviation), Civil Action No. 6:92CV00272, in which AFA was joined as a third party defendant, with such settlement reflected in the Settlement Agreement and Order executed by the EEOC, the Company and AFA;

NOW THEREFORE, IT IS mutually agreed as follows:

EFFECTIVE DATE AND DURATION

1. Upon the signing of this Letter of Agreement, the Company shall continue the moratorium on enforcement of the former Flight Attendant Weight Program. Such moratorium shall continue in full force and effect concurrent with the Basic Agreement.

FLIGHT ATTENDANT WEIGHT PROGRAM

2. The Company agrees not to implement any weight standard or program applicable to flight attendants, while this Letter of Agreement is in effect.

## PERFORMANCE PROGRAM

3. The Performance Program shall consist of criteria as described in Paragraph 4 below which are directly related to the physical size of the aircraft and flight attendant's safety duties.
4. The Performance Program criteria shall include the following standard tests, to be administered by the Company on a Company aircraft it designates (different aircraft may be designated for each test):

(a) The ability to proceed unhindered down the aisle, single file, facing forward.

(b) The ability to exit the aircraft within 5 seconds through the opened smallest secondary cabin emergency exit, starting from a predetermined location in the aisle adjacent to the exit row.

The Company may develop additional Performance Program tests if physical changes in the aircraft interior or flight attendant safety duties so warrant. The Association will be notified in advance and the Company will consider any input before implementing any additional tests. Should the Association maintain that the additional test(s) may be discriminatory, this Paragraph does not constitute a waiver of the Association's right to challenge the new test(s) on that basis.

5. The Company may measure compliance with the Performance Program standards during initial training, recurrent training, or if the flight attendant's base manager makes a reasonable and good faith determination that the flight attendant's ability to meet the Performance Program criteria is in question. Should a base manager require a compliance test pursuant to the preceding sentence, the requirement to report for the test will be provided in writing to the flight attendant, including the reason why the test is being required.
6. Any non-probationary flight attendant who does not meet the above described Performance Program criteria shall be subject to the discipline procedures set forth below.

7. This Performance Program is not intended to restrict the Company from maintaining any other performance-related standards currently applicable to flight attendants or from establishing any other performance-related standards which do not relate to the size of the flight attendant, as may be adopted from time to time.

## DISCIPLINARY MEASURES

8. A flight attendant who fails to meet the Performance Program standards shall be placed on unpaid disciplinary suspension.
9. A flight attendant on unpaid disciplinary suspension shall continue to accrue seniority for bidding and for passes for the duration of the suspension. In addition, he or she shall continue to accrue longevity for pay, vacation, and sick leave purposes for the first six months of the suspension, and thereafter will maintain such longevity for the duration of the suspension. Longevity for pension service credit will accrue and be maintained in accordance with the Retirement Plan for Flight Attendants and the Basic Agreement. Company-paid group medical, dental and life insurance benefits will continue for the first six months of an unpaid disciplinary suspension. After the first six months of the unpaid disciplinary suspension, the flight attendant may continue the group medical, dental and life insurance coverage at his or her own expense for the duration of the suspension. On line travel benefits shall continue for the duration of the disciplinary suspension. The maximum cumulative period during which any flight attendant may be on a disciplinary suspension for purposes of this program is five calendar years, after which if the flight attendant still fails to meet the standards of the program, the flight attendant's employment shall be terminated.
10. A flight attendant placed on unpaid disciplinary suspension for failure to meet the Performance Program standards may return to active status upon a showing that he or she meets the Performance Program standards.
11. Exemptions from compliance with the Performance Program standards shall not be granted for any reason. However, a flight attendant who is in non-compliance with the Performance Program standards because of his or her disability, as defined under the Americans with Disabilities Act, shall not be placed on the disciplinary system and shall instead be allowed to use sick leave. Rights under the Americans with Disabilities Act are in addition to and do not supplant any rights under the collective bargaining agreement.

EFFECT OF LETTER OF AGREEMENT

12. This Letter of Agreement shall supersede the Flight Attendant Weight Program Letter of Agreement between the parties, dated November 20, 1981, as amended, the Letter of Agreement between the parties on the Weight Program Moratorium dated March 26, 1993, as amended, and the Flight Attendant Weight Program Letter of Agreement between the parties, dated March 23, 1994.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 1st day of May, 2000.

FOR US AIRWAYS, INC.

/s/ John M. Hedblom  
Vice President, Labor Relations  
US Airways, Inc.

FOR THE ASSOCIATION OF FLIGHT  
ATTENDANTS, AFL-CIO

/s/ Patricia A Friend  
International President  
Association of Flight Attendants

WITNESS:

/s/ Lynn Lenosky  
MEC President, US Airways

/s/ Clare Burt  
Manager of Collective Bargaining



March 25, 2000

Ms. Lynn Lenosky  
MEC President  
Association of Flight Attendants  
600 Commerce Drive  
Suite 609-611  
Moon Township, PA 15108

RE: Pregnancy and the Performance Program

Dear Ms. Lenosky:

This will confirm our discussions during Section 6 negotiations whereby the Association sought to exclude pregnant flight attendants from disciplinary action if they are unable to meet the performance standards required in accordance with the Performance Program.

In response the Association's request, the Company agrees that should a pregnant flight attendant not be able to meet the above-referenced performance standards, she can elect to commence a maternity leave of absence. The maternity leave of absence shall be effective on the day that she fails to meet the standards. The election to commence a maternity leave of absence shall be in lieu of being placed on an unpaid disciplinary suspension pursuant to Paragraph 8 of the Performance Program. Further, the flight attendant may claim sick leave when her physician determines she is disabled from performing her duties in accordance with Section 20.G. of the Flight Attendants Working Agreement.

Sincerely,

/s/ John M. Hedblom  
Vice President  
Labor Relations

AGREED:

/s/ Lynn Lenosky  
MEC President  
Association of Flight Attendants

November 1, 2005

Mr. Mike Flores  
MEC President  
Association of Flight Attendants-CWA; AFL-CIO  
200 Marshall Drive  
Coraopolis, PA 15108

Re: The Retirement Plan for Flight Attendants in the Service of US Airways, Inc. (the "Defined Benefit Pension Plan" or the "Plan")

Dear Mike:

Reference is made to that certain Flight Attendant Agreement between US Airways, Inc. (the "Company") and The Association of Flight Attendants, AFL-CIO ("AFA"), May 1, 2000 to April 30, 2005 (the "Prior Contract"), those certain Restructuring Agreements between the Company and AFA dated July 2002 and January 2003 (the "Restructuring Agreements"), the 2004 Transition Agreement between the Company and AFA, dated January 2005 (the "2004 AFA-US Airways Flight Attendant Agreement"), and the Summary Plan Description of the Defined Benefit Plan, dated as of January 1, 2004 (the "SPD").

The Defined Benefit Pension Plan was terminated effective January 10, 2005. On February 1, 2005, the Pension Benefit Guaranty Corporation (the "PBGC") became the statutory trustee of the Plan. From that point on, the Company and AFA agree that the PBGC has sole responsibility for the administration of the Plan and the payment of any Plan benefits.

Plan participants must address all inquiries and concerns to the PBGC at:

PBGC  
PO Box 151750  
Alexandria, VA 22315-1750  
Telephone: 800-400-7242 OR 202- 326-4000  
Website: [www.pbgc.gov](http://www.pbgc.gov)

The Company and AFA desire to (i) set out in this Letter Agreement Section 22.G. of the Prior Contract relating to the Plan, (ii) affirm the Special Provisions for Flight Attendants of Merged Companies set out on pages 21 through 33 of the SPD, and (iii) incorporate herein by this reference any provision of the Prior Contract, the Restructuring Agreements, the January 2005 Contract, and the SPD necessary or useful to a complete understanding of the Plan for purposes of the proper

determination and administration of the benefits provided thereunder, subject to the requirements, conditions, and limitations of ERISA and the regulations governing and the practices of the PBGC.

Sincerely,

Agreed:

/s/ E. Allen Hemenway  
Vice President  
Labor Relation

s/ Mike Flores  
MEC President

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