# **FOUNDATION DOCUMENT**

between

AMERICAN AIRLINES, INC.

and the

**FLIGHT ATTENDANTS** 

in the service of

AMERICAN AIRLINES, INC.

as represented by the

ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

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#### **HISTORICAL TIMELINE FOR 2001 CBA AS MODIFIED IN 2003**

#### **September 12, 2001**

2001 Collective Bargaining Agreement is ratified by the APFA Membership

# March 31, 2003

Bankruptcy Protection Agreement signed by APFA/AA

#### **April 16, 2003**

Restructuring Participation Agreement is ratified by the APFA Membership

# **April 25, 2003**

Letter of Agreement with Attachment A–Annual Incentive Program
Appendix EEE

#### May 1, 2003

Restructuring Participation Agreement becomes effective

## July 11, 2003

Membership ratifies "Underfly"

# July 31, 2003

Ward/Waldron Letter of Agreement regarding "Underfly"

#### **September 30, 2003**

Attachment K is signed off by the parties
Appendix SS

# December 2004

APFA/AA On-Duty Contract Guide
As Modified/Amended In 2006

Beginning in the Fall of 2004 and ending in May of 2006, APFA and American Airlines Employee Relations agreed to undertake the task of pulling together all the above referenced agreements that, together, constituted the wages, rules, and working conditions for Flight Attendants in the employ of American as represented by the APFA that were in effect at that time.

The parties worked diligently to compile a text that, while not a contract in and of itself, would, nevertheless, be an accurate representation of the 2001 Agreement as modified by the Restructuring Participation Agreement. It was a shared goal that this endeavor would prove to be valuable to both the APFA and Company Negotiating Committees in the next round of Collective Bargaining and, in the interim, serve as a convenient single source of current contractual provisions. This document is the result of those efforts.

Any disputes arising from any interpretation of this document shall be resolved relying exclusively on the 2001 Collective Bargaining Agreement and/or the Restructuring Participation Agreement as originally negotiated by the parties.

FOR THE FLIGHT ATTENDANTS
IN THE SERVICE OF AMERICAN
AIRLINES, INC. AS REPRESENTED
BY THE ASSOCIATION OF
PROFESSIONAL FLIGHT
ATTENDANTS

FOR AMERICAN AIRLINES, INC.

Tommie Hutto-Blake Taylor M. Vaughn

President Managing Director
American Airlines

WITNESS
Laura Glading
Danny Marsh
Suzie Thorley
WITNESS
Judy Billard
Mark Moscicki
Ben Williams

# **Terms of Bankruptcy Protection Agreement**

- 1. American Airlines and AMR ("the Company") and the Association of Professional Flight Attendants (the "Parties") expressly acknowledge and agree that the modifications to the APFA Agreement described have been negotiated in good faith by the Company and the APFA on the basis of the best information currently known to the company, with the intent and goal of avoiding reorganization under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"). The Parties currently hope that this goal can be achieved through, among other things, (1) the non-labor cost reductions identified and implemented by the Company to date and (2) the labor cost reductions provided in the AMR Restructuring Participation Agreements by all of the Company's union-represented labor groups, as well as by its management and non-union employees. The commitments in this letter shall not become effective unless and until all of the AMR Restructuring Participation Agreements have been ratified and become effective. Nonetheless, the Company agrees to the foresaid commitments during the ratification process, provided tentative agreements between the Company and the APFA on a restructuring agreement, are reached, and the APFA agrees to submit the tentative APFA Agreement to ratification by the membership, with the final ratification voted to be counted no later than 11:00 a.m. CDT on April 15, 2003.
- 2. The company agrees that if a petition for bankruptcy is filed with respect to either American Airlines or AMR Corporation, that neither the Company nor any affiliate will file or support any motion pursuant to 11 U.S.C. Section 1113, seeking rejection or modifications of, or relief or interim relief from, the AMR Restructuring Participation Agreement (a "Motion") unless the Company's financial condition materially deteriorates, subsequent to the date of this agreement, from the financial condition projected in the company's business plan provided to the APFA and to the other unions on February 19, 2003, during the negotiations of the AMR Restructuring Participation Agreement, whether because of general economic conditions or otherwise. The Company and its affiliates further agree to actively oppose any such Motion if filed by another party subject to the same conditions as outlined about in this paragraph.
- 3. The AMR Restructuring Participation Agreement shall not terminate upon the filing by the Company of a bankruptcy proceeding. However, it is expressly recognized and agreed that if for any other reason the AMR Restructuring Participation Agreements re not completely and unconditionally ratified and effective, the above two paragraphs are inapplicable and shall have no force or effect, and the Company may make or refrain from opposing any such Motion with regard to the APFA's Agreement.
- 4. Upon the AMR Restructuring Participation Agreement becoming ratified and effective, the terms and conditions set forth in paragraphs 2 and 3 above shall remain in effect and apply.
- 5. In the event the Company determines that it is necessary to consider modifications to the AMR Restructuring Participation Agreement, or issues which may arise in the event of the Company's inability to implement other elements of the restructuring plan, or the status of the Company's current pension obligations, the Company and the APFA will meet promptly for this purpose.
- 6. In the even a petition for bankruptcy under the Bankruptcy code is filed by or against AMR and/or American Airlines:
  - a. The Company will not object to the appointment of a APFA representative to the official committee of unsecured creditors.

- b. AMR and/or American airlines will endeavor, subject to the applicable provisions of the Bankruptcy Code, to purpose a Chapter 11 bankruptcy plan of reorganization which provides APFA with;
  - Equity securities in the reorganized AMR in the same proportion compared to those received by the other unions in the Chapter 11 bankruptcy plan of reorganization as the proportion of the total union equity securities the APFA was to receive in the APFA Stock Option Plan described in Attachment C to the AMR Restructuring Participation Agreement and;
  - ii. The corporate information review rights described in the AMR Restructuring Participation Agreement.

John Ward
President
Association of Professional
Flight Attendants

Lorraine Mase-Hecker Director, Employee Relations American Airlines, Inc.

#### **ARTICLE 1 - RECOGNITION AND MERGER/ACQUISITION PROTECTION**

#### A. RECOGNITION OF APFA AS EXCLUSIVE BARGAINING AGENT

In accordance with the certification from the National Mediation Board, Case R-4711 dated May 16, 1977, the Company recognizes the Association of Professional Flight Attendants as the exclusive and sole collective bargaining agency for Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act.

#### B. MERGER AND ACQUISITION PROTECTION LANGUAGE

- 1. The Agreement shall be binding upon any Successor. The Company shall not bring a single step or multi-step Successorship Transaction to final conclusion unless the Successor agrees, in writing, to recognize APFA as the representative of Flight Attendants on the American Airlines Flight Attendant Seniority List consistent with the Railway Labor Act, to employ the Flight Attendants on the American Airlines Flight Attendant Seniority List in accordance with the provisions of this Agreement, and to assume and be bound by this Agreement
  - a. The term "Successor" shall include, without limitation, any assignee, purchaser, transferee, administrator, receiver, executor, and/or trustee of the Company or of all or substantially all of the equity securities and/or assets of the Company.
  - b. The term "Successorship Transaction" means any transaction, whether single step or multi-step, that provides for, results in, or creates a Successor.
- 2. If the Successor is an Air Carrier (any common carrier by air) or an affiliate of an Air Carrier, the Company shall, at the option of APFA, and prior to finally concluding a Successorship Transaction, require the Successor to agree to integrate the pre-transaction Flight Attendant seniority lists of the Company and the Successor in a fair and equitable manner within 12 months of the Successorship transaction pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions ("LPPs").
- 3. The provisions of paragraphs 1. and 2. above do not apply to the Company's acquisition of all or part of another Air Carrier in a transaction which includes the acquisition of aircraft and Flight Attendants.
- 4. In the event that, within any 12 month period, the Company transfers (by sale, lease or other transaction) or otherwise disposes of aircraft, slots, or route authorities ("Aircraft-Related Assets") which, net of Aircraft-Related Asset purchases or acquisitions during the same 12 month period, constitute 40% or more of the value of the Aircraft-Related Assets of the Company to an entity or to a group of entities acting in concert that is an Air Carrier or that will operate as an Air Carrier following its acquisition of the transferred Aircraft-Related Assets (any such entity or group, the "Transferee"; any such transaction, a "Substantial Aircraft-Related Asset Sale"):
  - a. the Company shall require the Transferee to proffer employment to Flight Attendants from the American Airlines Flight Attendant Seniority List in strict seniority order (the "Transferring Flight Attendants"). The number of Transferring Flight Attendants shall be no fewer than the average monthly Flight Attendant staffing over the prior 12 months for the Aircraft-Related Assets transferred to the Transferee in connection with the Substantial Aircraft-Related Asset Sale; and
  - b. the Company shall not finally conclude a transaction under this subsection unless the Transferee agrees to integrate the Transferring Flight Attendants into the Transferee's Flight Attendant seniority list pursuant to Sections 3 and 13 of the Allegheny-Mohawk LPPs.

5. In the event the Company acquires another air carrier, merges the operations of the acquired carrier with the Company's operations and, as part of the merger, employs Flight Attendants of the acquired carrier, the combined seniority list of the two carriers for the Flight Attendants who are employed by the Company as part of the merger shall be pursuant to a method to be determined by the APFA. Such combined seniority list integration shall not require a system flush and/or system rebid. In addition, the APFA will use best efforts to provide the combined seniority list to the Company no later than ninety (90) days following the date on which the acquisition closes.

#### 6. Remedies

- a. The Company and APFA agree to arbitrate any grievance filed by the other party alleging a violation of Article 1 of the Agreement on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator. The arbitrator shall be member of the National Academy of Arbitrators and experienced in airline industry disputes. The burden of proof will be determined by the arbitrator. The provisions of the Railway Labor Act shall apply to resolution of any dispute regarding this Article.
- b. The parties agree that, in addition to any other rights and remedies available under law and this Agreement, an arbitration award under Article 1 of the Agreement shall be enforceable by equitable remedies, including injunctions and specific performance against the Company and/or AMR Corp. and/or an Affiliate Company. The Company and the Association agree that in a court proceeding to enforce an arbitration award under Article 1 of the Agreement, the rights and obligations are equitable in nature, that there are no adequate remedies at law for the enforcement of such rights and obligations, and that the APFA and the Company's Flight Attendants are irreparably injured by the violation of Article 1 of the agreement.

The term "Affiliate" refers to (a) any entity that controls the Company or any entity that the Company controls, and/or (b) any other corporate subsidiary, parent, or entity controlled by or that controls any entity referred to in (a) immediately above.

#### **ARTICLE 2 - DEFINITIONS**

As used in this Agreement:

- A. ADJACENT BASE. "Adjacent Base" shall mean the Domestic Operation of a base that contains an International Operation in the same geographic location, e.g., BOS/BOS-I; LGA/JFK; DCA/DCA-I; MIA/IMA; DFW/IDF; ORD/IOR; SFO/SFO-I; LAX/LAX-I. In the event there is no adjacent base, the Company and the APFA shall designate a Domestic Operation to which a Flight Attendant in such International Operation, who has given written notice of his/her intent to return to Domestic flying, shall be transferred. Such designations may be changed by mutual agreement between the Company and the APFA.
- **B. BASE STATION.** "Base Station" shall mean a location where Flight Attendants are permanently based.
- **C. BASIC AGREEMENT.** "Basic Agreement", as used herein, means the Agreement dated May 1, 2003, between the parties.
- **D. CALENDAR DAY**. "Calendar Day" shall mean the period of time from 0001 hours through 2400 hours.
- E. CO-TERMINALS. "Co-terminals" as used in this Agreement shall mean:
  - 1. Kennedy/Newark/La Guardia
  - Midway/O'Hare
  - 3. Dallas-Fort Worth International Airport/ Love Field
  - \*4. Los Angeles/Ontario/Burbank/Long Beach/Orange County
  - 5. San Francisco/Oakland/San Jose
  - 6. Washington National/Dulles International/Baltimore/Washington International
  - 7. Miami/Ft. Lauderdale
  - 8. Tampa/St. Petersburg
- \* Ground transportation, if requested, will be provided from/to LAX for any operation involving sequences originating and terminating at the prescribed co-terminals.

For any city not presently served by the Company, "co-terminals" shall mean two (2) or more airports serving the same metropolitan area.

- **F. DEADHEADING.** "Deadheading" is defined as Company authorized travel on a flight or surface transportation to or from any station for the purpose of covering or returning from a flying assignment. A Flight Attendant engaged in deadheading shall be deemed to be on duty; however, such Flight Attendant is not considered a member of the working crew.
  - 1. A Flight Attendant may deadhead in or out of uniform.
- 2. A Flight Attendant will not be required to occupy a Flight Attendant jumpseat when scheduled to deadhead on a flight segment over four (4) hours, provided the Flight Attendant has not voluntarily changed her/his scheduled deadhead flight.
- **G. DEFERRED FLIGHTS.** A Deferred flight shall mean a trip sequence deferred overnight at a Flight Attendant's home base after sign-in.
- **H. DOMESTIC FLIGHT ATTENDANT.** "Domestic Flight Attendant" is defined as a Flight Attendant assigned to the Domestic Operation of a base. S/he will only be scheduled on those trips which have been allocated to the Domestic Operation.

- I. DOMESTIC OPERATION. "Domestic Operation" is defined as those flights assigned to the Domestic Operation of a base which operate within the contiguous forty-eight (48) states, Mexico, Canada and Alaska, which do not require a Flight Attendant over water qualification (e.g., raft ditching training).
- J. EMPLOYEE. The term "employee" shall mean "Flight Attendant" unless otherwise specified.
- K. FLIGHT ATTENDANT. "Flight Attendant" means an employee of American Airlines, Inc., who is responsible for performing or assisting in the performance of all safety, passenger service and cabin preparation duties related thereto in accordance with Company regulations and prescribed procedures; and who has completed training as approved by the FAA and whose name appears on the current Flight Attendant System Seniority List. Flight Attendant duties will comply with all Federal Aviation Regulations relating to Flight Attendants, including the requirement to be seated in jumpseats during taxi. The job description for the Flight Attendant position, including the definition of "essential job functions," will be set forth in the Flight Attendant Reference Manual, to be provided to all Flight Attendants.

Flight Attendants shall not be responsible for the handling of heavy passenger carry-on items, except as required to secure the cabin for take-off and landing. Flight Attendants shall not be required to pick up headsets on the ground. A Flight Attendant shall not be responsible for the accomplishment of any cabin preparation duties after flight legs of over eleven hundred (1,100) statute miles or terminating flights. However, Flight Attendants will make every effort to bring in as neat an aircraft as possible.

Flight Attendants may be requested to attend training classes and drills; and operational and marketing meetings related to Flight Service. A Flight Attendant may also be requested to participate in publicity, promotional and special assignments.

- L. GALLEY POSITION(s). In addition to their regular Flight Attendant duties, Galley Flight Attendants will have the following responsibilities:
- 1. **Duties and Responsibilities.** The "Galley" Flight Attendant position(s) will be responsible to ensure all food and beverage service components are on board prior to departure, to report discrepancies, and to coordinate the scheduled food and beverage service with the Purser or Lead. Flight Attendants who perform galley duties may also perform cabin duties.
- 2. Awarding of Position(s). The "Galley" positions will be awarded in order of seniority.

#### M. HOLIDAYS

Holidays shall be effective as follows:

2001: Christmas Day.

2002: New Year's Day and Christmas Day.

2003: New Year's Day, Christmas Day and Thanksgiving.

- N. INTERNATIONAL FLIGHT ATTENDANT. "International Flight Attendant" is defined as a Flight Attendant who has been awarded/assigned a bid vacancy in the International Operation of a base to which International flying has been allocated. S/he will only be scheduled on those trips which have been allocated to the International Operation of a base as defined above, except as provided for otherwise in this Agreement.
- O. INTERNATIONAL OPERATION. "International Operation" is defined as those flights assigned to the International Operation of a base in which any leg takes off or lands outside the contiguous forty-eight (48) states, Mexico, Canada and Alaska, with the exception of the Military Air lift Command (MAC). International Operation also includes any flight which operates within the

contiguous forty-eight (48) states, Mexico, Canada and Alaska, which requires a Flight Attendant over water qualification (e.g., raft ditching training).

- P. INTERNATIONAL TRIP SEQUENCE/TRIP PAIRING. "International trip sequences" or "International trip pairings" shall contain flights as defined in O. above, but may also contain one (1) or more Domestic flights as defined in I. above within one (1) or more duty periods. International rates of pay and International work rules shall apply to all legs flown.
- Q. LEAD FLIGHT ATTENDANT. A Domestic Flight Attendant working the number one (1) position on a single aisle aircraft shall be designated as the "Lead Flight Attendant".
- R. LEG. A "leg" shall mean a flight involving one (1) take-off and one (1) landing.
- S. LEGAL REST. "Legal rest" shall mean that amount of time free from duty with the Company following an on-duty period and shall include specified minimum hours of rest.

# T. LONG-RANGE INTERNATIONAL FLYING/EXTENDED-LONG-RANGE INTERNATIONAL FLYING

- 1. "Long-Range International Flying" is defined as any International trip sequence which has a scheduled International leg in excess of twelve (12) hours but not more than fourteen hours and thirty minutes (14:30). As used in this Agreement, "Long-Range International Flying" and "Long-Range Flying" are synonymous.
- 2. "Extended-Long-Range International Flying" is defined as any International trip sequence which has a scheduled International leg in excess of fourteen hours and thirty minutes (14:30). As used in this Agreement, "Extended-Long-Range International Flying" and "Extended-Long-Range Flying" are synonymous.
- **U. MAC OPERATION.** "MAC Operation" means all flight operations to and from overseas destinations, or destinations outside the contiguous forty-eight (48) states, conducted by the Company for the Military Airlift Command. MAC Operations shall not include flight operations with origination and final destination solely within the contiguous forty-eight (48) states.

## V. MONTH- CALENDAR/CONTRACTUAL

- 1. "Month", as used herein, means the period from and including the first day of a calendar month to and including the last day of such month, except that: for the purpose of determining service with the Company, a month shall mean a period from and including a given date in a calendar month to, but not including, the same date in the following calendar month; and for Flight Attendant scheduling and pay purposes, January, February and March will each be considered a thirty (30) day month through the addition of January 31 and March 1 to the month of February. Leap year will make February a thirty-one (31) day month. The Company may at its option and prior to the annual vacation bidding for a given year, declare that up to any other four (4) months containing thirty-one (31) calendar days be deemed thirty (30) day contractual months by taking the first or last day of each such month and adding it to each or all of the other thirty (30) calendar day months.
- 2. Agreed upon effective dates reflected in this Agreement as to the changes in pay and working conditions may be modified by the Company's exercise of the option to define a contractual month. In such event, the effective dates of changes in pay and working conditions shall be revised to conform with the date of the beginning of the contractual month, which will not vary by greater than one (1) day.
- W. MONTHLY ACTIVITY RECORD. "Monthly activity record" shall mean the actual record of a Flight Attendant's activity during a contractual month and shall include but not be limited to a Flight

Attendant's current applicable guarantee, including monthly guarantee. Current applicable quarantee(s) shall include adjustments.

- X. MONTHLY FLYING ASSIGNMENT. As used in this Agreement, "monthly flying assignment" shall mean a trip selection or in the case of a replacement Flight Attendant the pattern of flying assignments and/or available days.
- Y. REASSIGNMENT. A "reassignment" is defined as a type of reschedule that entitles the Flight Attendant to the pay protection provided in Article 8.I., and Appendix I., Article 8.I.
- **Z. RESCHEDULE**. "Reschedule" shall mean any change in a trip sequence caused as the result of irregularities due to weather delays, equipment delays, cancellations, crew shortages, and misconnections. A reschedule can occur at home or away from base.
- **AA. SCHEDULED FLIGHT TIME.** "Scheduled flight time" shall mean that flight time established and used by the Company in its operations and shall be the time used to compute projected flight time and on-duty limitations.
- **BB. SERVICE.** "Service" shall mean the period of time assigned to active duty as a Flight Attendant with the Company unless otherwise specified.
- **CC. TRIGGER TRAINING.** "Trigger training" is defined as a Flight Attendant's exercise of seniority by the bidding of a selection/position for which s/he is not qualified so as to initiate the training required to qualify for such position/selection.
- **DD. TRIP ALLOCATION.** The "trip allocation" is the arrangement of American Airlines' General Schedule into legal crew routings to constitute trip sequences for Flight Attendants.
- **EE.** TRIP SELECTION. A "trip selection" shall mean the arrangement of trip sequences or trip pairings contained in the Trip Allocation into patterns of flying assignments constituting a monthly work schedule for regularly scheduled Flight Attendants. A trip selection may contain one (1) or more Flight Attendant positions. As used in this Agreement, "trip selection" shall mean both the pattern of flying and the Flight Attendant position.
- **FF. TRIP SEQUENCE/TRIP PAIRING.** A "trip sequence" or "trip pairing" shall mean a series of legs involving one (1) or more on-duty periods which depart from and return to the Flight Attendant's home base station, including deadheading. As used in this Agreement, trip sequence and trip pairing are synonymous.
- **GG.** VACANCY. "Vacancy" shall mean an unfilled Flight Attendant opening at home base stations or in the International Operation created by changes in the demands of the service, additional flying time or Flight Attendants vacating positions as determined by the Company.

# **ARTICLE 3 - COMPENSATION**

# A. HOURLY BASE RATES OF PAY

For each full month of service, a Flight Attendant shall receive an hourly base rate of pay for seventy (70) hours in accordance with his/her length of service as a Flight Attendant as follows:

| Effective | 1/1/2003 | 5/1/2003 | 5/1/2004 | 5/1/2005 | 5/1/2006 | 5/1/2007 | 5/1/2008 |
|-----------|----------|----------|----------|----------|----------|----------|----------|
| 1st year  | \$22.26  | \$18.79  | \$19.07  | \$19.36  | \$19.65  | \$19.94  | \$20.24  |
| 2nd year  | \$24.17  | \$20.40  | \$20.71  | \$21.02  | \$21.34  | \$21.66  | \$21.98  |
| 3rd year  | \$26.18  | \$22.10  | \$22.43  | \$22.77  | \$23.11  | \$23.46  | \$23.81  |
| 4th year  | \$27.55  | \$23.25  | \$23.60  | \$23.95  | \$24.31  | \$24.67  | \$25.04  |
| 5th year  | \$30.76  | \$25.96  | \$26.35  | \$26.75  | \$27.15  | \$27.56  | \$27.97  |
| 6th year  | \$35.54  | \$30.00  | \$30.45  | \$30.91  | \$31.37  | \$31.84  | \$32.32  |
| 7th year  | \$38.44  | \$32.44  | \$32.93  | \$33.42  | \$33.92  | \$34.43  | \$34.95  |
| 8th year  | \$40.51  | \$34.19  | \$34.70  | \$35.22  | \$35.75  | \$36.29  | \$36.83  |
| 9th year  | \$42.20  | \$35.62  | \$36.15  | \$36.69  | \$37.24  | \$37.80  | \$38.37  |
| 10th year | \$43.88  | \$37.03  | \$37.59  | \$38.15  | \$38.72  | \$39.30  | \$39.89  |
| 11th year | \$45.32  | \$38.25  | \$38.82  | \$39.40  | \$39.99  | \$40.59  | \$41.20  |
| 12th year | \$46.92  | \$39.60  | \$40.19  | \$40.79  | \$41.40  | \$42.02  | \$42.65  |
| 13th year | \$48.20  | \$40.68  | \$41.29  | \$41.91  | \$42.54  | \$43.18  | \$43.83  |
| 14th year | \$49.40  | \$41.69  | \$42.32  | \$42.95  | \$43.59  | \$44.24  | \$44.90  |
| 15th year | \$50.59  | \$42.70  | \$43.34  | \$43.99  | \$44.65  | \$45.32  | \$46.00  |

Current contractual rates to (decrease) increase by the following percentages, effective on the stated dates:

| 5/1/03 | (15.6%) |
|--------|---------|
| 5/1/04 | 1.5%    |
| 5/1/05 | 1.5%    |
| 5/1/06 | 1.5%    |
| 5/1/07 | 1.5%    |
| 5/1/08 | 1.5%    |

# B. HOURLY INCENTIVE RATES OF PAY

In addition to base pay, a Flight Attendant shall receive hourly incentive pay in accordance with his/her length of service as a Flight Attendant for hours in excess of seventy (70) hours as follows:

| Effective | 1/1/2003 | 5/1/2003 | 5/1/2004 | 5/1/2005 | 5/1/2006 | 5/1/2007 | 5/1/2008 |
|-----------|----------|----------|----------|----------|----------|----------|----------|
| 1st year  | \$25.60  | \$21.61  | \$21.93  | \$22.26  | \$22.60  | \$22.93  | \$23.28  |
| 2nd year  | \$27.80  | \$23.46  | \$23.82  | \$24.17  | \$24.54  | \$24.91  | \$25.28  |
| 3rd year  | \$30.11  | \$25.42  | \$25.79  | \$26.19  | \$26.58  | \$26.98  | \$27.38  |
| 4th year  | \$31.68  | \$26.74  | \$27.14  | \$27.54  | \$27.96  | \$28.37  | \$28.80  |
| 5th year  | \$35.37  | \$29.85  | \$30.30  | \$30.76  | \$31.22  | \$31.69  | \$32.17  |
| 6th year  | \$40.87  | \$34.50  | \$35.02  | \$35.55  | \$36.08  | \$36.62  | \$37.17  |
| 7th year  | \$44.21  | \$37.31  | \$37.87  | \$38.43  | \$39.01  | \$39.59  | \$40.19  |
| 8th year  | \$46.59  | \$39.32  | \$39.91  | \$40.50  | \$41.11  | \$41.73  | \$42.35  |
| 9th year  | \$48.53  | \$40.96  | \$41.57  | \$42.19  | \$42.83  | \$43.47  | \$44.13  |
| 10th year | \$50.46  | \$42.58  | \$43.23  | \$43.87  | \$44.53  | \$45.20  | \$45.87  |
| 11th year | \$52.12  | \$43.99  | \$44.64  | \$45.31  | \$45.99  | \$46.68  | \$47.38  |
| 12th year | \$53.96  | \$45.54  | \$46.22  | \$46.91  | \$47.61  | \$48.32  | \$49.05  |
| 13th year | \$55.43  | \$46.78  | \$47.48  | \$48.20  | \$48.92  | \$49.66  | \$50.40  |
| 14th year | \$56.81  | \$47.94  | \$48.67  | \$49.39  | \$50.13  | \$50.88  | \$51.64  |
| 15th year | \$58.18  | \$49.11  | \$49.84  | \$50.59  | \$51.35  | \$52.12  | \$52.90  |

Current contractual rates to (decrease) increase by the following percentages, effective on the stated dates:

| 5/1/03 | (15.6% |
|--------|--------|
| 5/1/04 | 1.5%   |
| 5/1/05 | 1.5%   |
| 5/1/06 | 1.5%   |
| 5/1/07 | 1.5%   |
| 5/1/08 | 1.5%   |

# C. REGULAR SCHEDULED MONTHLY GUARANTEE

A regularly scheduled Flight Attendant shall be guaranteed seventy (70) hours provided for in A. above for the month.

# D. PARTIAL PAY FOR LESS THAN A FULL MONTH'S SERVICE (HOURLY RATE)

1. Pay Docking - Unpaid Status. A Flight Attendant in an unpaid status during the month shall be docked for the scheduled flight pay and credit hours of the trip or trips missed while in such unpaid status. A reserve on available days shall be docked three hours fifty-six minutes (3:56) of flight pay and credit for each day of availability while in such unpaid status during a thirty-one (31)

day month; four hours ten minutes (4:10) during a thirty (30) day month. A replacement on AVBL days shall be docked three hours fifty-three minutes (3:53) pay and credit for each day of availability while in such unpaid status.

# 2. Pay Guarantee - Less Than a Full Month

- a. Reserve: A reserve Flight Attendant who begins or returns to service after the beginning of a thirty-one (31) day contractual month shall be guaranteed three hours fifty-six minutes (3:56); four hours ten minutes (4:10) during a thirty (30) day month, of flight time pay for each day s/he is qualified for flight duty (excluding duty-free periods) or the flight time hours actually flown, whichever is greater.
- **b.** Regularly Scheduled: A Flight Attendant who begins or returns to service after the beginning of a contractual month shall be guaranteed the flight time hours actually flown or three hours fifty-three minutes (3:53) of flight pay for each day of replacement availability, whichever is greater.

#### E. RESERVE MONTHLY GUARANTEE/RESERVE OVERRIDE

- 1. Reserve Monthly Guarantee. A reserve Flight Attendant shall be guaranteed five (5) hours of incentive pay, as specified in B. above, in addition to seventy (70) hours as provided in A. above, for the month, provided that when a Flight Attendant is in a non-pay status during the month, such five (5) hours incentive pay shall be reduced by fifteen (15) minutes for each day in such non-pay reserve status.
  - **\*2. Reserve Override** \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.
  - a. Reserve Override Applicability. A Flight Attendant, who has achieved three (3) or more years of occupational seniority will receive, in addition to all other compensation, two dollars (\$2.00) per hour for each paid flight hour of a reserve assignment, or for each hour of her/his applicable reserve monthly guarantee, whichever is greater.
  - b. Application to Carry-Over Hours. The hourly override of a above will apply to the paid carry-over hours of reserve assignments which originate in a reserve month and continue into a regularly scheduled month.
  - c. Application to Sick Make-Up, Optional Exchange and Limited Option II. The hourly override of a. above will not apply to Sick Make-up or Optional Exchange trip sequences but will apply to Limited Option II.

# F. FLIGHT PAY CREDIT EARNED

Flight pay credit earned, for purposes of the application of incentive pay, shall mean all flight time credited for maximum monthly flight time limitation purposes except for flight time credit while on unpaid status.

#### G. SPECIAL ASSIGNMENT PAY

1. When a Flight Attendant is assigned to publicity, promotional or other special assignment and as a result is removed from his/her regular flight assignment in order to participate in such assignment s/he shall receive flight time credit and flight pay credit for the scheduled flight time plus credited time as provided in Article 8 of this Agreement for the trip or trips from which s/he was removed and did not fly because of such assignment. A replacement Flight Attendant with available days shall receive three hours fifty-three minutes (3:53) flight time credit and flight pay and credit for each day so assigned. A Flight Attendant on reserve shall receive three hours fifty six

minutes (3:56) flight time credit and flight pay credit during a thirty-one (31) day contractual month and four hours ten minutes (4:10) during a thirty (30) day contractual month so assigned.

2. When a Flight Attendant is assigned on a day when s/he is not scheduled for a flight assignment, and s/he is not on reserve duty or an available day, such Flight Attendant shall receive fifteen dollars (\$15) per day in addition to other compensation as set forth in this Agreement for each day of assignment.

# H. TRAINING PAY

- 1. Training on Days Scheduled to Fly/Days of Availability. A Flight Attendant with a regular flying assignment shall receive flight time credit and flight pay credit for the scheduled flight time plus credited time, as provided in Article 8 of this Agreement, for trips missed when required to attend a training program. A replacement Flight Attendant on available days shall receive three hours fifty-three minutes (3:53) flight time credit and flight pay credit for each day so spent. A Flight Attendant on reserve shall receive three hours fifty-six minutes (3:56) flight time credit and flight pay credit during a thirty-one (31) day contractual month and four hours ten minutes (4:10) during a thirty (30) day contractual month for each day so spent.
- 2. Training on Unscheduled Days Off. A Flight Attendant who is not scheduled for assignment (regularly scheduled trip, replacement available day, or reserve duty) and is scheduled for a training program will receive nine dollars and fifty cents (\$9.50) for each hour spent with a three (3) hour minimum. This three (3) hour training pay minimum shall not apply to Annual EPT Drills or required Training Videos. Such training pay shall be in addition to other compensation as set forth in this Agreement, except as follows:
  - a. Base Indoctrination. The above shall not be applicable to base indoctrination.
  - **b. Training Before a Trip.** The above shall not be applicable to training before a trip. A required training program or a required service briefing before a trip shall be treated as an extension of the duty period.

# c. One (1) Twelve (12) Hour Emergency Procedure Training Program

- (1) The above shall not be applicable to one (1) emergency procedure training program at the home base or away from the home base each year up to a maximum of twelve (12) hours for each such EPT program.
- (2) The deadhead to and from the station where the program is conducted shall not be considered as part of the training program nor shall the pay and credit provisions of Article 8.G.1. apply.
- (3) Each such EPT program will be scheduled to last no more than twelve (12) hours. Should a Flight Attendant be required to attend an EPT program in excess of twelve (12) hours, s/he shall be paid in accordance with the provisions of paragraph H.2. above, for that portion of such program in excess of twelve (12) hours.
- d. Subsequent EPT Because of Failure. The provisions of this Article 3.H. shall not apply when a Flight Attendant is required to attend a subsequent EPT program because of his/her failure to satisfactorily complete the initial EPT program.
- 3. Annual EPT Drills. Training pay for Annual EPT Drills shall be paid according to paragraph H.2. above, prorated to the nearest minute, except that Annual EPT Drills only will be subject to a two (2) hour training pay minimum.

- **4. Required Training Videos.** Training pay for required training videos in excess of twenty (20) minutes shall be paid according to paragraph H.2. above, prorated to the nearest minute, except that the three (3) hour training pay minimum provided in paragraph H.2. above is not applicable to required training videos.
- **5. Training After a Trip.** Should a Flight Attendant elect, at her/his option, to attend a required training program after a trip, and the required training is reimbursable under paragraph H.2. above, s/he will be paid training pay in accordance with paragraph H.2. above, as if the training was accomplished on an unscheduled day off.
- **6. Training on Vacation or Leave of Absence.** Flight Attendants attending a paid training program while on vacation or leave of absence will be reimbursed training pay in accordance with paragraph H.2. above. Paid training shall not include requalification training such as Leave of Absence Training, New-Hire Training or One Twelve (12) Hour Emergency Procedure Training Program. Training pay for Flight Attendants attending paid training while on vacation will be authorized after the vacation period has ended; Flight Attendants attending paid training during a leave of absence will be paid training pay upon return to paid status.

# 7. On-Duty Limitations

- a. For training away from base station, a Flight Attendant may not be scheduled to remain on duty in any on duty period in excess of thirteen (13) hours, and in no case be required to remain on duty in excess of fourteen (14) hours during any such on- duty period. A Flight Attendant may elect to exceed the on-duty training limitations in order to deadhead home in the same on-duty period, provided that the departure time of such deadhead is within the actual on-duty period limitation.
- b. For training at base, a Flight Attendant may not remain on duty in any onduty period in excess of twelve and one-half (12-1/2) hours.
- c. Training on-duty limitations will apply to training at either base station or away from base station, but shall not be construed to be a part of an on-duty period for purposes other than legal rest or daily on-duty maximums.

# I. HOLDING TIME (ORIGINATING FLIGHTS)

When a Flight Attendant is required to remain on board with passengers when a flight is held past the scheduled departure time, s/he will be compensated at the rate of fifteen dollars (\$15) per hour for all such "holding time" in excess of the first continuous one-half (1/2) hour on-any one hold. Such "holding time" spent with passengers will not be considered in determining a Flight Attendant's flight time credit. Such "holding time" shall not run concurrently with the ATC Hold/Actual "Out" Time (Code 59) provision of Article 8.J. Time payable under this paragraph shall be computed to the nearest minute.

#### J. GROUND TIME

- 1. Required to Board Early. When a Flight Attendant is required to be on board with passengers prior to the scheduled normal boarding time of a flight, s/he will be compensated at the rate of fifteen dollars (\$15) per hour prorated to the nearest minute for all such "ground time" from his/her actual boarding time to the scheduled normal boarding time of such flight.
- 2. Required to Stay Late. When a Flight Attendant, at the conclusion of a duty period, is required to be on board with passengers following the scheduled arrival time or actual arrival time, whichever is later, s/he will be compensated at the rate of fifteen dollars (\$15) per hour computed to the nearest minute for all such "ground time" until relieved. The provisions of this paragraph shall also apply to Customs/Immigration delays.

3. Basic Ground Time (Through Flights). When a Flight Attendant on a through flight is required to remain on board with passengers, the Flight Attendant shall be paid fifteen dollars (\$15) per hour, computed to the nearest minute, for all such "ground time" in excess of the first continuous one-half (1/2) hour from the time eligibility for ground time begins to the actual departure time of such flight or until relieved, whichever is earlier.

# 4. Eligibility for Ground Time

- a. In the case of an inbound Flight Attendant remaining on board with passengers on a through flight past actual arrival time, eligibility for ground time begins from scheduled or actual arrival time, whichever is later.
- b. In the case of an outbound Flight Attendant boarding a through flight with a crew change where the same equipment is being used, eligibility for ground time begins ten (10) minutes from actual arrival time (block-in), except when a flight arrives more than ten (10) minutes before scheduled arrival, in which case, eligibility for ground time begins at scheduled arrival.
- c. In the case of an outbound Flight Attendant boarding a through flight with a crew change, and either a change or substitution of equipment where passengers have deplaned the inbound equipment, eligibility for ground time begins from the scheduled passenger boarding time of the outbound flight. In the event an outbound Flight Attendant is scheduled to board such through flight but is delayed because her/his inbound flight is late arriving, eligibility for ground time begins ten (10) minutes after the Flight Attendant's actual arrival (block-in of the inbound flight).
- d. When a Flight Attendant is scheduled to board a through flight but is delayed because his/her inbound flight is late arriving, eligibility for ground time begins ten (10) minutes after actual arrival (block-in) of such Flight Attendant's inbound flight.
- e. In the case of a cancellation of the through flight after eligibility for ground time for the outbound Flight Attendant has commenced, ground time eligibility will continue until ten (10) minutes after the notice of cancellation from Dispatch is received by the Captain.
- 5. **Determining Flight Time.** "Ground time" as provided in paragraphs 1., 2. and/or 3. above shall not be considered flight time, however, such time shall be considered in determining onduty limitations.
- **\*K. NIGHT PAY** \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.

A Flight Attendant shall receive night pay for each hour actually flown between the hours of 2045 and 0559 local time. Night pay shall be prorated to the nearest minute and paid at the following rates:

| Between the hours of 2045 and 2359 | <del>\$.30</del> |
|------------------------------------|------------------|
| Between the hours of 2400 and 0559 | <del>\$.50</del> |

When changes in local time occur during flight, the local time at the station of last departure shall be used in computing the day and night flying time for that leg of the flight.

#### L. UNDERSTAFFING PAY

Should a flight depart with less than the number of Flight Attendants required by the Company's applicable published staffing guidelines, as issued pursuant to Article 9.B.2. and Appendix I, Article 9.B.2. of the Agreement, each Flight Attendant working the flight will receive compensation at the rate of five dollars (\$5.00) per hour, for each hour actually flown (block to block), or fraction

thereof for each Flight Attendant missing. Such understaffing pay, which shall be automatic/automated and shall require no action on the part of the Flight Attendant for payment, shall be in addition to all other applicable compensation, including but not limited to Ground/Holding pay.

#### M. PURSER POSITION

1. **Purser Position**. The Purser position on multi-aisle widebody aircraft shall receive a premium of two dollars eight cents (\$2.08) for each hour actually flown, in addition to all other compensation.

# 2. Purser Pay for Trips Not Flown

- a. Purser pay as specified above will apply to a Flight Attendant while on paid sick leave, special assignment and training.
- b. Purser pay as specified above will apply to a Flight Attendant while on vacation, provided that in the fiscal year in which the vacation is scheduled, the Flight Attendant met the annual Purser program participation requirement as outlined in Article 34.
- c. Notwithstanding b. above, a Purser who received her/his initial Purser qualification after May 1 will receive Purser pay as specified in 1. above while on vacation during the first fiscal year following her/his initial Purser qualification.

# N. FOREIGN LANGUAGE PAY

- 1. A Flight Attendant who is qualified by the Company as proficient in any foreign language required by the Company and who completes any leg, as a working crew member, on which the Company has required any foreign language, shall receive in addition to all other compensation, a language premium pay of one dollar and twenty-five cents (\$1.25) per hour prorated to the nearest minute. This foreign language premium shall only be paid to the required number of language qualified Flight Attendants per cabin on any particular leg and in seniority order. The provisions of Article 11.c.1.(c) will apply.
- 2. Chase and deadheading Flight Attendants shall not receive foreign language premium pay. In no case shall a Flight Attendant who does not actually fly and complete such a leg be entitled to foreign language pay as provided herein, such as, but not limited to, leave of any kind, paid or unpaid sick, vacation, paid or unpaid injury on duty, special assignment, training, jury duty, additional assistance, or any other status in which the Flight Attendant is not actually flying.
- 3. At the Company's discretion, such payment may be increased for any particular language(s) when deemed appropriate by the Company and shall not be reduced without ninety (90) day's notice to APFA. In no case shall the payment be less than that specified in 1. above.

# O. PURSER/FOREIGN LANGUAGE DRAFTING PAY

A Flight Attendant who is drafted out of seniority to a trip selection or onto reserve due to his/her Purser/foreign language qualification shall receive the monthly earnings of the trip selection, reserve hours flown, the trip selection denied, or the reserve guarantee, whichever is greater. "Monthly earnings" shall include:

#### 1. From the Trip Selection Denied

a. Scheduled earnings only; schedule to be inclusive of 0001 of the first day of the contractual month to 2400 on the last day of the contractual month, including fly through time which is actually flown or credited to the Flight Attendant's projection (i.e., either actually flown or credited through vacation or other credited removal). If the Flight Attendant is not

paper legal for the first scheduled trip of the trip selection denied that first trip will not be considered to be part of the denied selection. Scheduled earnings include all pay generated on a scheduled basis from the scheduled trip selection, excluding expense reimbursement, including application of the average day with the three (3) hour minimum in multiple duty period trip sequences, E-Time, F-Time and P-Time, as applicable, monthly guarantee.

- b. Night Pay, as applicable.
- c. Purser or Galley Premium Pay, as applicable.
- d. Foreign Language Premium Pay, as applicable.

## 2. From The Trip Selection or Reserve Days Off Selection Awarded

- a. Actual earnings only; actual earnings generated from 0001 of the first day of the contractual month to 2400 on the last day of the contractual month.
- b. Actual earnings include pay generated from application of normal pay computation practices, excluding expense reimbursement, scheduled or actual, whichever is greater, including the average day with 3 hour minimum in multiple duty period trip sequences, E-Time, F-Time and P-Time, as applicable, monthly guarantee.
- 3. Consecutive Month Bid Denial. In the event of a bid denial in two (2) consecutive months, it is understood that "scheduled earnings" for the second month will include those scheduled hours of the last trip sequence of the previous month that begin at 0001 of the second month (i.e., fly through time).
- 4. Schedule Conflict. In the event that the last actual trip of the preceding month creates a paper illegality with the first trip sequence of the bid denial selection in the second month, the hours of the first trip sequence will be deducted from the "scheduled earnings" of the second month.
- 5. Guarantee Adjustment. In the comparison of monthly earnings, any reductions in actual pay or guarantee brought about by the Flight Attendant through trip trade, Optional Exchange, personal other, mini-leave, etc., will result in a corresponding reduction in the scheduled hours of the denied trip selection.

# P. LOST/STOLEN PAYCHECKS

When a Flight Attendant's paycheck is missing, s/he must notify the Company in writing. Within twenty-four (24) hours of notification, exclusive of Saturdays, Sundays and holidays, the Flight Attendant will be issued a check for one hundred percent (100%) of the missing check.

# Q. RANDOM DRUG/ ALCOHOL TESTING PAY

- 1. A Flight Attendant who is required to accomplish a random drug or alcohol test at the termination of his/her sequence shall receive fifteen minutes (:15) flight time pay, no credit, or ten dollars (\$10), whichever is greater, in addition to all other compensation. However, in the event that a Flight Attendant is required to accomplish both a random drug and alcohol test at the termination of his/her sequence, s/he shall receive thirty minutes (:30) flight time pay, no credit, or twenty dollars (\$20), whichever is greater, in addition to all other compensation.
- 2. The Company shall be responsible for avoiding all illegalities in the scheduling of a Flight Attendant for random drug and/or alcohol testing. Should a Flight Attendant, regularly scheduled or reserve, not have the required minimum legal rest break prior to his/her next scheduled flight assignment due to a random drug and/or alcohol test at the termination of his/her sequence, the

Flight Attendant shall contact his/her flight service manager or, if after hours, his/her Crew Schedule Manager on Duty and inform him/her of such fact. Such notification, to Flight Service or Crew Schedule, must be made prior to the commencement of such applicable rest period. When such notification is made, the Flight Attendant shall receive the scheduled flight time pay and flight time credit of the trip sequence(s) missed as a result of the illegality, or the flight time pay and flight time credit of the trip sequence(s) to which s/he is assigned, whichever is greater, unless otherwise released from testing by his/her flight service manager due to extreme personal emergency, i.e., death or illness. Failure to notify the Company of an impending legality problem shall result in such Flight Attendant forfeiting any pay resulting from subsequent scheduled trip sequence(s) missed.

3. Should a random alcohol test at origination of sequence or mid-sequence cause a misconnection, illegality or cancellation (MIC), the provisions of Article 9.P. and Appendix I, Article 9.P., as applicable, shall apply.

#### R. MIXED CO-TERMINAL STIPEND

1. Mixed Co-Terminal Stipend Eligibility. If sequence termination at a Flight Attendant's home base station is at a co-terminal other than her/his original point of departure as provided in Article 7.T., s/he will receive a mixed co-terminal stipend based on the stipend payment schedule and the chart below.

| 2. | Stipend Schedule: | Time from Chart | Stipend Amount |
|----|-------------------|-----------------|----------------|
|    |                   | 1:00 or less    | \$15.00        |
|    |                   | 1:01 - 1:30     | \$22.50        |
|    |                   | 1:31 or higher  | \$30.00        |

## 3. Co-Terminal Pairing Chart

| Co-Terminal Pairing | Time | Co-Terminal Pairing | Time |
|---------------------|------|---------------------|------|
| LGA-JFK             | 1:00 | ONT-LGB             | 2:00 |
| LGA-EWR             | 1:20 | SNA-LGB             | 1:00 |
| JFK-EWR             | 2:00 | DCA-BWI             | 1:10 |
| MDW-ORD             | 2:00 | DCA-IAD             | 1:10 |
| LAX-LGB             | 1:00 | IAD-BWI             | 1:45 |
| LAX-BUR             | 1:15 | SFO-OAK             | 1:00 |
| LAX-ONT             | 1:30 | SJC-OAK             | 2:00 |
| LAX-SNA             | 2:00 | SFO-SJC             | 1:00 |
| BUR-SNA             | 2:15 | DFW-DAL             | 1:00 |
| BUR-LGB             | 1:30 | MIA-FLL             | 1:45 |
| ONT-BUR             | 2:00 | TPA-PIE*            | 1:00 |
| ONT-SNA             | 1:15 |                     |      |

\*TPA-PIE is not currently an eligible co-terminal pairing because Flight Attendants are not based in either location.

**4. Future Co-Terminal Pairings.** The Company and the APFA will meet as necessary to agree on any other co-terminal pairings and corresponding times.

# S. GALLEY PAY AND POSITIONS

#### 1. Galley Pay

a. Multi-Aisle Wide-Body Aircraft. All multi-aisle wide-body aircraft bid Galley positions will receive a premium of sixty-three cents (\$.63) per hour for each hour actually flown, in addition to all other compensation.

- **b. 757 AFT Galley Position.** The aft Galley position on 757 aircraft will receive a premium of sixty-three cents (\$.63) per hour for each hour actually flown, in addition to all other compensation.
- c. Galley Pay for Trips Not Flown. Galley pay as specified above will apply to a Flight Attendant while on paid sick leave, vacation, special assignment and training.

# 2. Galley Position(s)

a. Minimum Number of Bid Galley Positions. The Company will establish a minimum number of bid galley positions on all multi-aisle wide-body aircraft premium paid galley positions which will include;

| AIRCRAFT CONFIGURATION | SERVICE         | GALLEY POSITION(S) |
|------------------------|-----------------|--------------------|
| One (1) Class          | One (1) Class   | One (1)            |
| Two (2) Class          | Two (2) Class   | Two (2)            |
| Three (3) Class        | Two (2) Class   | Two (2)            |
| Three (3) Class        | Three (3) Class | Three (3)          |

- b. Establishment of 757 AFT Galley Position. The Company will establish a bid premium paid aft Galley position on all 757 aircraft.
- c. Duties and Qualifications. All bid Galley positions will be worked by Galley Flight Attendants. The Company will define the duties and qualifications of the Galley premium paid positions. Flight Attendants who perform galley duties may also perform cabin duties.
- d. Galley Positions Awarded in Order of Seniority. The Galley positions will be awarded in order of seniority.
- **\*T. NARROW BODY LEAD PAY** \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.
- 1. A Flight Attendant working the number one (1) position on a single aisle aircraft, with fewer than one hundred (100) passenger seats will receive a premium of one dollar (\$1.00) per hour for each hour actually flown, in addition to all other compensation.
- 2. A Flight Attendant working the number one (1) position on a single aisle aircraft, with one hundred (100) or more passenger seats will receive a premium of one dollars and twenty-five cents (\$1.25) per hour for each hour actually flown, in addition to all other compensation.
- **\*U. LONGEVITY BONUS** \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.
- 1. Flight Attendants With Twenty-Five Years or More of Occupational Seniority but Less than Thirty (30) Years. A Flight Attendant who has achieved twenty-five (25) years or more occupational seniority, but less than thirty (30) years, will accrue a longevity bonus of one dollar (\$1.00) per hour for the greater of each paid flight hour or her/his applicable monthly guarantee. Such longevity bonus will be paid as a lump sum in the first contractual month following the Flight Attendant's twenty-sixth (26th) occupational anniversary, and in the first contractual month following each successive occupational anniversary, through and including the thirtieth (30th) occupational

anniversary. The bonus will be applied to each paid flight hour during the twelve (12) contractual months preceding the payment month, up to a maximum of one thousand (1000) paid flight hours.

Example: Flight Attendant achieves twenty-five years occupational seniority on October 3, 1999. In November 2000, s/he will receive longevity bonus based on paid flight hours in November 1999 through October 2000.

- 2. Flight Attendants With Thirty (30) Years or More of Occupational Seniority. A Flight Attendant who has achieved thirty (30) years or more occupational seniority will accrue a longevity bonus of one dollar fifty cents (\$1.50) per hour for the greater of each paid flight hour or her/his applicable monthly guarantee. Such longevity bonus will be paid as a lump sum in the first contractual month following the Flight Attendant's thirty-first (31st) occupational anniversary, and in the first contractual month following each successive occupational anniversary. The bonus will be applied to each paid flight hour during the twelve (12) contractual months preceding the payment month, up to a maximum of one thousand five hundred (1,500) paid flight hours.
- 3. Longevity Bonus Accrual Applied in the Event a Flight Attendant Transfers to a Non-Flight Attendant Job or Leaves Company Employment. A Flight Attendant accruing a longevity bonus under the provisions of 1. or 2. above, who transfers to a non-Flight Attendant job status, or leaves Company employment, in advance of her/his lump sum payment month, will receive, upon such transfer or severance, her/his accrued longevity bonus up to the applicable maximum.
- **\*V. HOLIDAY PAY** \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.

In addition to all other compensation, a working Flight Attendant shall be paid for work performed on holidays, as defined in Art. 2.P. of this Agreement, in accordance with the following:

1. Regularly Scheduled Flight Attendant. Hourly rate of pay times 1.016, times the credited flight time for the trip sequence, divided by the number of hours away from base, times the number of hours away from base falling within the holiday.

Example: A Flight Attendant earning \$45.27 per hour flies a trip sequence which produces 17 hours of credited flight time and keeps the Flight Attendant away from home (sign-in to debrief) for 48 hours, of which 24 hours falls on the holiday:

\$45.27 hourly rate X 1.016 = \$45.99 \$45.99 X 17 hours credited flight time = \$781.83 \$781.83 divided by 48 hours away from home = \$16.29 \$16.29 X 24 hours on holiday = \$390.96 Holiday Pay = \$390.96

# 2. Reserve

- a. Released Prior to a Holiday. If released prior to midnight the day before a holiday, a reserve Flight Attendant receives no holiday pay;
- b. On Reserve Status, No Flying Performed. If on reserve status and does not fly, a reserve Flight Attendant receives 4:10 hours (for a 30 day contractual month) or 3:56 hours (for a 31 day contractual month) times the reserve's hourly rate times 1.024.
- e. On Reserve Status, Flying Performed. If on reserve status and flies a trip sequence, a reserve Flight Attendant receives the greater of either subparagraph b. or the regularly scheduled Flight Attendant computation as described in 1. above, except that the reserve Flight Attendant's hourly rate of pay shall be multiplied by 1.024.

#### **ARTICLE 4 - EXPENSES**

#### A. EXPENSES

1. Flight Assignment. Flight Attendants on duty or when away from their base station on regular assignment shall be reimbursed for meals and incidentals at the rate of:

\$1.50 per hour;

prorated to the nearest minute, from the reporting time as set forth in Article 7.L., through the debriefing period following the trip that returns the Flight Attendant to his/her home base station. Flight Attendants must fly (including deadheading) to be covered under the provisions of this paragraph.

# 2. Special Assignment/Temporary Vacancies/Self-Designated Training

- a. Special Assignment/Temporary Vacancies. Flight Attendants on special assignment or when filling temporary vacancies away from home base station, where meals and incidentals are not provided, shall be reimbursed for such meals and incidentals in accordance with the applicable Company expense regulation.
- b. Self-Designated Training (Voluntary). "Self-designated training" is defined as training that does not affect a Flight Attendant's qualification(s) and training that the Company is not obligated to provide, nor a Flight Attendant obligated to attend, e.g., galley proficiency training. Flight Attendants attending self-designated training may be provided training pay, as set forth in Article 3.H. of this Agreement; however, such Flight Attendants shall not be eligible for expenses or meals/stipends as provided in this Article.

# 3. Training Away From Base Station

- a. Annual FAA Required Emergency Procedure Training Program (EPT) Away From Base (Classroom and/or Drills). A Flight Attendant who is scheduled to attend EPT (Classroom and/or Drills) away from his/her base station, excluding New Hire and Leave of Absence (LOA) Training, shall be paid expenses in accordance with the provisions of 1. above, prorated to the nearest minute, from the scheduled departure at his/her base station through the actual arrival time of the trip that returns the Flight Attendant to his/her base station. Meals and incidentals will not be provided in addition to the expenses outlined in 1. above.
- b. Qualification/Re-Qualification Training (Non-EPT) Training Away From Base. A Flight Attendant who attends a qualification or re-qualification training program (non-EPT), excluding New Hire, LOA or Self-Designated Training, away from his/her base station shall receive a lump sum stipend of eleven dollars (\$11) per day for each day(s) of training and travel day(s) associated with such training in addition to training pay, as provided in accordance with Article 3.H. of this Agreement. In addition, meals, as applicable, shall be provided by the Company at the Training Center.
- **c. Exclusion.** A Flight Attendant who voluntarily elects to attend training away from base, as provided in paragraphs 3.a. and 3.b. above, at a location other than the location originally scheduled for such training shall not be entitled to receive expenses, meals, and/or stipends as provided in this paragraph 3.

# 4. Training At Base Station

a. Annual FAA Required Emergency Procedure Training Program (EPT) at Base Station (Classroom and/or Drills). A Flight Attendant who is scheduled to attend

EPT (Classroom and/or Drills) at his/her base station for the purpose of re-qualification shall not be eligible for expenses under the provisions of 1. above.

- b. DFW/IDF Based Flight Attendants Qualification/Re-Qualification Training at the Training Center (non-EPT). A DFW/IDF based Flight Attendant who attends a qualification or re-qualification training program (non-EPT) at the Training Center shall not be eligible for expenses under the provisions of 1. above. However, in addition to training pay as provided in accordance with Article 3.H. of this Agreement, such Flight Attendant, excluding a Flight Attendant attending New Hire or LOA Training, shall be entitled to the following:
  - (1) Lump Sum Stipend/Overnight Required. A lump sum stipend of eleven dollars (\$11) per day for each day of such non-EPT training if the Company requires, as part of the training, that all such DFW/IDF based Flight Attendants overnight locally, away from his/her home during such training. In addition, meals, as applicable, shall be provided by the Company at the Training Center if such overnight lodging is required by the Company. For purposes of this provision, a DFW/IDF Flight Attendant who resides in another city shall not be compensated for any overnight(s) other than those required by the Company for all other DFW/IDF based Flight Attendants who are attending the same training.
  - (2) Meals DFW/IDF. A lunch shall be provided by the Company for DFW/IDF based Flight Attendants who attend such non-EPT training at the Training Center if such training does not require an overnight and is scheduled for five (5) hours or more. The Company may, at its option, and on a case by case basis depending on the training program, provide additional meal(s) to DFW/IDF based Flight Attendants.
- 5. Training on Vacation or LOA. Flight Attendants who attend a training program, as provided in paragraphs 3. and 4. above, while on vacation or LOA who would otherwise be eligible for expenses and/or stipends if not on vacation or LOA, shall receive payment for such expenses and/or stipends in accordance with this Article, after the vacation period has ended or upon return to paid status following the LOA.

## B. OTHER EXPENSES

Expenses, other than meal and incidental expenses, incurred while on flight duty or on special assignments shall be payable in accordance with applicable Company expense regulations, which shall be not less than allowances in effect at the time of the signing of this Agreement.

#### C. TAXI

A Flight Attendant shall be reimbursed for reasonable, actual taxi fare when authorized to use taxi transportation between his/her home and the airport because of short notice of a flight assignment.

#### D. GROUND TRANSPORTATION

At points other than a Flight Attendant's home base station, where ground transportation is not made available by the Company, Flight Attendants shall be allowed actual necessary expenses incurred for transportation between the airport and the hotel of regular lodging.

#### **ARTICLE 5 - UNIFORMS AND ACCESSORIES**

#### A. UNIFORM REGULATION

Flight Attendants shall wear standard uniforms in such manner and as prescribed in Company regulations at all times while on duty and such other times as may be required.

#### B. BASIC UNIFORM

- 1. Each Flight Attendant shall be required to bear the cost of his/her first basic uniform, including overcoat and raincoat, if required. If both a summer and winter uniform is required, the winter uniform shall be considered the basic uniform. In addition, the Company may require female Flight Attendants to bear the cost, both initial and replacement, of shoes, gloves, scarves and handbags. Male Flight Attendants may be required to bear the cost, both initial and replacement, of shoes and gloves.
- 2. The Company shall provide an equal number of uniform components for female and male Flight Attendants, excluding female scarves, male ties and short-sleeved shirts, at the time of a uniform changeover or at the time of a uniform replacement program.

#### C. LUGGAGE

- 1. Each Flight Attendant shall be required to bear the cost of his/her first uniform suitcase. The selection of Flight Attendant luggage shall be made by the Company. The Company shall determine when luggage replacement is necessary (when such items as locks, handles and linings become irreparable). The cost of replacement luggage shall be assumed by the Company.
- 2. An identifying device may be placed upon the rim or handle of any Flight Attendant luggage.
- 3. A Flight Attendant may, at his/her expense, purchase a navy blue or black garment bag and/or tote bag.

#### D. REPLACEMENT OF STOLEN OR DAMAGED UNIFORM ITEMS

While performing work for the Company, a Flight Attendant will not be responsible for the cost of replacing uniform items or required utensils stolen or damaged by persons other than the Flight Attendant.

#### E. WINGS

The Company will furnish Company insignia (wings) required to be worn by Flight Attendants.

# F. UNIFORM CHANGEOVER

Before making any change in the style, color or material of the uniforms, the recommendations of APFA, as furnished by the President, will be considered by the Company. The Company also will, at the time of considering the next uniform change, take into consideration the type of flying done by Flight Attendants in the MAC/International operation.

#### G. UNIFORM FITTINGS

During periods of uniform changeover, commensurate with the adequacy of facilities, the Company will do all possible to have the Flight Attendant uniform fittings accomplished at the Flight Attendant's home base airport.

#### **ARTICLE 6 - VACATIONS**

#### A. VACATION ALLOWANCE

Flight Attendants shall become entitled to and receive vacation allowances in accordance with the following:

- 1. As used herein the term "year" is used to mean a calendar year unless specific reference is made to fiscal year.
- 2. A Flight Attendant who, as of December 31 of any year has had less than one (1) year of continuous service with the Company shall be entitled to a vacation with pay for work performed during that year on the basis of three-quarters (3/4) days for each full month of service.
- 3. As of December 31 of each year, each Flight Attendant who has less than five (5) years of continuous service with the Company will be entitled to a vacation with pay of nine (9) calendar days to be taken in the following fiscal year.
- 4. As of December 31 of any year, a Flight Attendant who has had five (5) years or more of continuous service with the Company shall be entitled to a vacation with pay of fourteen (14) calendar days to be taken in the following fiscal year.
- 5. As of December 31 of any year, a Flight Attendant who has had twelve (12) years or more of continuous service with the Company shall be entitled to a vacation with pay of nineteen (19) calendar days to be taken in the following fiscal year.
- 6. As of December 31 of any year, a Flight Attendant who has had twenty (20) years or more of continuous service with the Company shall be entitled to a vacation with pay of twenty-three (23) calendar days to be taken in the following fiscal year.
- 7. As of December 31 of any year, a Flight Attendant who has had twenty-five (25) years or more of continuous service with the Company shall be entitled to a vacation with pay of twenty-eight (28) calendar days to be taken in the following fiscal year.
- 8. In computing vacation eligibility under paragraph A., subparagraph 3., and paragraph F. of this Article:
  - a. Fifteen (15) days or more of accredited service with the Company shall be considered as a full month accredited service with the Company, and less than fifteen (15) days shall not be considered.
  - b. Fractions of one-half (1/2) a day or more of earned vacation shall be considered as entitling the Flight Attendant to a full day's vacation and fractions of less than one-half (1/2) a day shall not be considered.
  - c. In order to be eligible to accrue vacation, a Flight Attendant must be paid a minimum of four hundred twenty (420) hours during the calendar year or be paid an average of thirty-five (35:00) hours per active month during the calendar year if the Flight Attendant has been inactive during the calendar year due to unpaid status.

Additionally, Flight Attendants who are active less than 15 days in a month as a result of removal due to injury-on-duty or union leave will receive full accrual for that month, provided they meet the minimum paid hours requirement for each month of active status.

#### B. FISCAL YEAR VACATION PERIODS

The Company shall solicit vacation period preferences for vacations accrued during a calendar year to be taken during the succeeding fiscal year. The fiscal year during which Flight Attendants shall take accrued vacations shall be May 1 of that year through April 30 of each succeeding year.

#### C. VACATION BIDDING

- 1. Preference in the periods in which Flight Attendants shall be permitted to take their vacations shall be granted in the order of seniority at the station at which they are based, taking into consideration the requirements of the Company.
- 2. A Flight Attendant entitled to one (1) week (seven calendar days) or more of vacation will be permitted to bid for preference in the periods in which the vacation shall be taken in the following fiscal year.
- 3. A Flight Attendant shall be notified in writing of his/her scheduled vacation as far in advance as practicable, but in no case less than thirty (30) days in advance of the beginning of his/her vacation period. If extraordinary circumstances prevent the accomplishment of the above stated time schedule with regard to the first vacation month of the vacation fiscal year, the Company will make every effort to adhere as closely as possible to such schedule and in no event shall the advance notice be less than fourteen (14) days except for vacation move-ups and trades.
- 4. The Company will post, to the extent possible, assigned vacations prior to the closing of the trip selection bidding period for the month containing the vacation. However, the Company may, if necessary, award additional vacations after the closing of the trip selection bidding period.
- 5. Vacation assignments established for Flight Attendants may be varied if necessitated by the requirements of the Company provided thirty (30) days notice is given. In the event of an unforeseeable emergency, no notice is required for change in vacation assignments. In case of transfer/proffer, the Company shall notify the Flight Attendant of such change in vacation assignment(s) no later than thirty (30) days following such Flight Attendant's report to base. In no case shall such notification be less than fourteen (14) days prior to the commencement of such Flight Attendant's new vacation assignment.
- 6. Eligible Flight Attendants shall be permitted to indicate preferences in vacation assignments during two vacation bidding periods: a Primary Vacation Bidding Period (selected) and a Secondary Vacation Bidding Period (unselected). For purposes of this paragraph, a Flight Attendant vacation month is defined as no less than four periods of seven (7) days in any month for which Flight Attendants may indicate preferences in any combination, i.e., one, two, three, or four weeks. A Flight Attendant eligible to split his/her vacation into two periods, as provided in paragraph I. of this Article, shall be permitted to designate, bid, and be awarded/assigned one vacation period of one, two, three, or four weeks, as applicable, during the Primary Vacation Bidding Period. The remaining vacation period shall be designated, bid and awarded/assigned during the Secondary Vacation Bidding Period. The following schedule shall govern the bidding of vacation periods:
  - a. The Primary Vacation Bidding Period shall begin no later than 0001 February 16th and close no earlier than 0001 March 7th. Primary vacation bid awards shall be posted no later than 0001 March 15th.
  - b. The Secondary Vacation Bidding Period shall begin no later than 0001 March 16th and close no earlier than 0001 March 23rd. Secondary vacation bid awards shall be posted no later than 0001 March 31st.

- 7. A Flight Attendant who does not submit a vacation bid (a "no bid") in the primary vacation bidding period will be considered to have selected the bid option of "vacation pass". Such Flight Attendant will not be assigned a vacation at the conclusion of the primary vacation bidding period; rather, s/he will be permitted to bid her/his entire vacation, primary and/or secondary if splitting, during the secondary vacation bidding period. It is understood that all primary vacations, including the primary vacations of Flight Attendants who have "passed" or "no bid" will be awarded prior to the awarding of any secondary vacations.
- 8. When bidding for a secondary vacation, a Flight Attendant will be permitted to bid and be awarded her/his secondary vacation on the basis of the actual number of vacation days that remain after any PVD usage by the Flight Attendant from that accrued vacation. A Flight Attendant's eligibility to split will continue to be based on the amount of her/his accrued vacation without regard to any PVD usage.

#### D. DEFERRED VACATIONS

Vacations shall not be cumulative, and a vacation to which a Flight Attendant becomes entitled on December 31 of any year shall be forfeited unless taken during the following fiscal year; provided, however, a Flight Attendant may be requested by the Company to forego his/her vacation if such request is in writing, and in such event, if the Flight Attendant has not received his/her vacation by the end of the fiscal year in which it is to be taken, s/he shall be entitled to said deferred vacation during the succeeding fiscal year, or payment in lieu of same, at the option of the Flight Attendant.

# E. EFFECT OF LEAVES ON VACATION ALLOWANCES

In accordance with 6.A.8.c., no deductions from vacation allowances shall be made for leaves of absence granted due to illness or injury sustained while on duty, or for approved union leaves of absence.

# F. VACATION PAY: REDUCTION IN FORCE/MILITARY LEAVE/RESIGNATION

A Flight Attendant who has completed six (6) months continuous service with the Company and whose services are terminated because of reduction in force, military leave of absence, or resignation (with two [2] weeks' notice), shall receive pay at his/her appropriate rate for any vacation allowance to which s/he becomes entitled on December 31 of the preceding year, and which s/he has not yet received. This paragraph shall not apply in the event of a reduction in force due to a strike by any employee of the Company. If such Flight Attendant is not recalled within thirty (30) days after the effective termination date of such strike, then the Flight Attendant shall be eligible for benefits under this paragraph.

- 1. All vacation accrued since December 31 of the preceding year shall be paid in accordance with the following formulas:
  - a. A Flight Attendant entitled to a vacation period of from one (1) day to nine (9) days shall be paid on the basis of three-quarters (3/4) days for each full month of service.
  - b. A Flight Attendant entitled to a vacation period of from ten (10) days to fourteen (14) days shall be paid on the basis of one and one-sixth (1-1/6) days for each full month of service.
  - c. A Flight Attendant entitled to a vacation period of from fifteen (15) days to nineteen (19) days shall be paid on the basis of one and three-fifths (1-3/5) days for each full month of service.

- d. A Flight Attendant entitled to a vacation period of from twenty (20) days to twenty-three (23) days shall be paid on the basis of one and nine-tenths (1-9/10) days for each full month of service.
- e. A Flight Attendant entitled to a vacation period of from twenty-four (24) days to twenty-eight (28) days shall be paid on the basis of two and one-third (2-1/3) days for each full month of service.
- 2. A Flight Attendant who is discharged for confiscation of Company funds or property, or who fails to give two (2) weeks' notice in case of resignation, shall not be paid for any vacation hereunder.

# G. FURLOUGH RECALL ON PROBATION: EFFECT ON VACATION ALLOWANCE

A Flight Attendant who has not completed six (6) months' continuous service with the Company, whose services are terminated because of reduction in force and who is subsequently recalled shall be credited with vacation accrued to the date of layoff.

#### H. VACATION PAY AND CREDIT

- 1. A Flight Attendant with a regular flying assignment shall receive flight time credit and flight pay credit for the scheduled flight time plus credited time, as provided in Article 8 of this Agreement, for trips missed while on vacation and for any trip scheduled which originates within the vacation period, even though such trip may be scheduled to terminate outside the vacation period.
- 2. A Domestic replacement Flight Attendant whose schedule is comprised of scheduled trips and/or available days shall be paid for scheduled trips in accordance with 1. above and shall receive three hours fifty-three minutes (3:53) flight time pay and flight time credit for each available day scheduled during the vacation period.
- 3. A Domestic Flight Attendant on reserve shall receive either four hours and ten minutes (4:10) in a thirty (30) day contractual month or three hours and fifty-six minutes (3:56) in a thirty-one (31) day contractual month flight time pay and flight time credit for each day of reserve availability during the vacation period.
- 4. A Flight Attendant on replacement in the International Operation whose schedule is comprised of scheduled trips and/or available days shall be paid for scheduled trips in accordance with 1. above and shall receive three hours fifty-three minutes (3:53) flight time pay and flight time credit for each available day scheduled during the vacation period.
- 5. A Flight Attendant on reserve in the International Operation shall receive either four hours and ten minutes (4:10) in a thirty (30) day contractual month or three hours and fifty-six minutes (3:56) in a thirty-one (31) day contractual month flight time pay and flight time credit for each day of reserve availability during a vacation period.

# I. SPLITTING OF VACATION PERIODS

- 1. A Flight Attendant who is entitled to nineteen (19) days vacation or more may split his/her vacation into two (2) periods provided that one (1) vacation period is at least fourteen (14) days.
- 2. Should a Flight Attendant elect to split his/her vacation it is with the understanding that the Flight Attendant may bid for only one (1) vacation period which must be at least two (2) weeks, and that the remaining portion of his/her vacation allowance will be assigned by the Company, taking into consideration the Flight Attendant's preference if the requirements of the Company permit.

#### J. VACATION TRADES

A Flight Attendant may trade his/her vacation period with the vacation period of another Flight Attendant in the same operation and at the same base (MAC regular bid holders may trade with other MAC regular bid holders) as follows:

- 1. Vacation periods traded must be of the same length, and must be by mutual consent of the Flight Attendants involved.
- 2. Notwithstanding K.1. above, Flight Attendants with a vacation accrual of less than seven (7) days may trade with each other.
- 3. Proposed vacation trades must be submitted to the Company by the first (1st) day of the contractual month preceding the first vacation period of the proposed trade, except that in no case shall a Flight Attendant awarded/assigned a vacation for the first vacation month of the fiscal vacation year have less than five (5) calendar days in which to trade such vacation.
  - 4. Vacation trades involving more than two (2) Flight Attendants will not be permitted.

#### K. MONTHLY ALLOCATION OF VACATIONS

The Company shall offer for bid each month a minimum of four and one-half percent (4-1/2%) of the total vacation months available at each base during the months of July, August and December and in all other months a minimum of three percent (3%) of the total vacation months available at each base.

#### L. CHANGE IN TRAINING ASSIGNMENT DUE TO CONFLICT WITH VACATION

A regularly scheduled Flight Attendant may request a change to his/her training assignment which has been set up between his/her last flight assignment and the beginning of his/her vacation period or between the end of his/her vacation period and his/her next scheduled trip. S/he shall be placed in another scheduled training program if attendance at such training is mandatory and required by the Company. If the training was brought about by the Flight Attendant, every reasonable effort will be made to place him/her in another scheduled training program which does not require removing him/her from a trip.

# M. REQUIRED RETURN FROM VACATION

- 1. A regularly scheduled Flight Attendant shall not be required to return from his/her vacation until the time s/he is required to report to Crew Schedule in time to cover his/her next scheduled trip.
- 2. A reserve Flight Attendant shall not be required to return from his/her vacation until the time when s/he is required to be available to Crew Schedule for reserve assignment.

# N. PERSONAL VACATION DAY(S) (PVD)

- 1. **Personal Vacation Day Allowance.** A Flight Attendant may request an unlimited number of paid personal vacation day periods (PVDs) up to his/her vacation accrual in accordance with the provision of Article 6.A.2.,3.,4.,5., 6., or 7. as applicable, for the following fiscal year.
  - 2. The Company will grant such period(s) if staffing permits.
- 3. Days used for personal vacation will be deducted from the vacation day accrual to be awarded in the subsequent fiscal year vacation. Flight Attendant requests for personal vacation will be granted in order of seniority.

- a. The personal vacation day allowance of a regularly scheduled Flight Attendant granted a personal vacation day for a trip sequence consisting of a single scheduled duty period (turn-around) will be charged no more than one (1) personal vacation day.
- b. The personal vacation day allowance of a regularly scheduled Flight Attendant granted a personal vacation for a trip sequence consisting of two (2) or more scheduled duty periods will be charged one (1) personal vacation day for each complete calendar day plus one (1) personal vacation day for each partial calendar day encompassed within the scheduled origination and termination times of the sequence, home base time (including sign-in and debrief).
- c. The personal vacation day allowance of a reserve Flight Attendant granted a personal vacation day for a day of reserve obligation (before or after assigned to a trip/standby sequence), or regularly scheduled Flight Attendant granted a personal vacation for a day of availability without a trip assignment, will be charged one (1) personal vacation day for each such day of reserve obligation or regular availability.

## O. COMPANY BUY-BACK OF SCHEDULED VACATION

Based on manning considerations, the Company may proffer a buy-back of vacation which has been scheduled but has not been taken.

- 1. Vacation buy-back proffers will be specific to a particular base operation (i.e., Domestic, International) and to vacations scheduled during a particular contractual month.
- 2. Flight Attendants desiring vacation buy-back will bid for the buy-back by the means provided by the Company.
- 3. Vacation buy-back will be awarded in seniority order by base/operation from among those Flight Attendants scheduled for vacation during the designated month at the designated bases and who bid for the buy-back.
  - a. The number of days of vacation held by a Flight Attendant in the designated month will not affect the seniority award.
  - b. The buy-back will be for the entire vacation period. No partial buy-backs will be permitted.
  - 4. The conversion of vacation days to a cash payment will be as follows:
  - a. Domestic Fewer Than Twenty-Five (25) Years. A Flight Attendant awarded a vacation buy-back, who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company will, for each day of actual vacation period, receive two hours twenty-two minutes (2:22) of pay at base rates during a thirty (30) day contractual month or two hours seventeen minutes (2:17) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.
  - b. Domestic Twenty-Five Years (25) or More. A Flight Attendant awarded a vacation buy-back, who, as of December 31 of the prior year, has attained twenty-five (25) years or more of continuous service with the Company will, for each day of the actual vacation period, receive two hours thirty minutes (2:30) of pay at base rates during a thirty (30) day contractual month or two hours twenty-five minutes (2:25) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.

- c. International Fewer Than Twenty-Five (25) Years. A Flight Attendant assigned to the International Operation, who is awarded a vacation buy-back, and who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company will, for each day of actual vacation period, receive two hours thirty minutes (2:30) of pay at base rates during a thirty (30) day contractual month or two hours twenty-five minutes (2:25) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.
- d. International Twenty-Five (25) Years or More. A Flight Attendant assigned to the International Operation, who is awarded a vacation buy-back, and who, as of December 31 of the prior year, has attained twenty-five (25) years of continuous service with the Company will, for each day of actual vacation period, receive two hours forty minutes (2:40) of pay at base rates during a thirty (30) day contractual month or two hours thirty-four minutes (2:34) of pay at base rates during a thirty-one (31) day contractual month at her/his applicable hourly rate effective on the first day of the buy-back month.
- e. A Flight Attendant awarded vacation buy-back will bid for her/his flying schedule as normal for the designated month. The payment for the buy-back will be included in the final paycheck of the month in which the vacation was originally scheduled.
- 5. The vacation buy-back provisions outlined above do not alter the provisions of Article 6.D. regarding deferred vacations.

# P. CONTRIBUTION OF ACCRUED VACATION INTO 401(K)

A Flight Attendant may elect to convert all or, if eligible to split her/his vacation, a portion of her/his accrued but unawarded vacation into an amount to be contributed into her/his 401(k) account.

- 1. A Flight Attendant desiring to convert her/his entire accrued vacation to her/his 401(k) account will designate such during the vacation bidding period in lieu of bidding for vacation.
- 2. A Flight Attendant eligible to split her/his vacation and who desires to convert a portion of her/his accrued vacation, will bid for her/his primary (selected) vacation dates and designate the secondary (unselected) vacation for conversion.
- 3. A Flight Attendant who as of December 31 of the prior year, has attained thirty (30) years or more of continuous service with the Company, may elect to convert seven (7) days of her/his secondary vacation and use the balance as her/his secondary vacation period.
- 4. Following the close of the applicable bidding period, an election to contribute accrued vacation into a 401(k) account in accordance with these procedures cannot be rescinded.
  - 5. The conversion of vacation days to a 401(k) contribution will be as follows:
  - a. Domestic Fewer Than Twenty-Five (25) Years. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal to two hours twenty-two minutes (2:22) of pay at base rates at her/his applicable hourly rate effective on May 1.
  - b. Domestic Twenty-Five (25) Years or More. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained twenty-five (25) years or more of continuous service with the Company will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal

to two hours thirty minutes (2:30) of pay at base rates at her/his applicable hourly rate effective on May 1.

- c. International Fewer Than Twenty-Five (25) Years. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained fewer than twenty-five (25) years of continuous service with the Company, and who is assigned to the International Operation on May 1 of the fiscal year from which the vacation was converted, will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal to two hours thirty minutes (2:30) of pay at base rates at her/his applicable hourly rate effective on May 1.
- d. International Twenty-Five (25) Years or More. A Flight Attendant electing conversion of vacation days to a 401(k) contribution, who, as of December 31 of the prior year, has attained twenty-five (25) years or more of continuous service with the Company, and who is assigned to the International Operation on May 1 of the fiscal year from which the vacation was converted, will, for each day of converted vacation, receive a contribution to her/his 401(k) account equal to two hours forty minutes (2:40) of pay at base rates at her/his applicable hourly rate effective on May 1.
- 6. A Flight Attendant may convert vacation to a contribution only to her/his own 401(k) account. It is the responsibility of the Flight Attendant to establish the account prior to the scheduled date of contribution.
- 7. The converted vacation will be contributed to the Flight Attendant's 401(k) account on the first business day of the vacation (fiscal) year immediately following the vacation bidding period.
- 8. The APFA and the Company will meet to agree on any modification to this paragraph Q. which may be necessitated by changes in federal rules and regulations which govern 401(k) account contributions.

## **ARTICLE 7 - HOURS OF SERVICE**

# A. TRIP SELECTION SCHEDULE MAXIMUM

- 1. Except as provided in 2. or 3. below, a Flight Attendant at the beginning of a month shall not be scheduled on the monthly trip selection for more than seventy-seven (77) credit hours.
  - 2. The Company may elect to offer for bid "pure" monthly trip selections.
  - a. The monthly trip selection schedule maximum for such "pure" monthly trip selections shall be eighty-two (82) credit hours. Flight Attendants awarded such "pure" monthly trip selections will be considered to have exercised the provisions of paragraph C. below, Option 1, for the contractual month.
  - b. For the purpose of this paragraph, "pure" trip selections shall mean trip selections in excess of seventy-seven (77) credit hours containing trip sequences comprised of the same legs and same layover cities.
  - c. No "pure" trip selection will contain a series of trip sequences that have home base departures that vary by more than four (4) hours.
- 3. The Company and APFA, may, on a case by case basis, agree to except the credit hour restrictions of pure monthly trip selections. Any such exception(s) shall be subject to annual renewal.

#### B. MONTHLY MAXIMUM

Eighty (80) credit hours shall constitute the monthly maximum for a Flight Attendant.

# C. OPTION I

- 1. Exercise of Option I to Exceed Monthly Maximum. A Flight Attendant may option (Option I) at the beginning or during the month to exceed the maximum in paragraph B. above, in order to complete his/her trip selection for that month. Such option, once made, shall be applicable for the entire month.
- 2. **Make-Up Assignment Up to Eighty-Five (85) Credit Hours.** In addition to the provisions of 1. above, a regularly scheduled Flight Attendant may request a make-up flying assignment(s) in excess of the eighty (80) credit hour maximum of B. above, for up to, but not more than, eighty-five (85) credit hours. If awarded such make-up flying request:
  - a. Option I Application to Entire Month. The Flight Attendant will be considered to have exercised Option I above, to complete the month's flying, and
  - b. Trip Sequence Assignments Under Article 9.P. Increased to Eighty-Five (85) Hours Once Option I, Paragraph C.2. Exercised. For purposes of trip sequence assignments under Article 9.P., the Flight Attendant will be considered to have increased her/his monthly credit hour maximum to eighty-five (85) credit hours.

# D. OPTION II

- 1. A Flight Attendant may elect to exceed his/her monthly maximum without limitation by the exercise of a second option (Option II). A Flight Attendant may exercise Option II status by:
  - a. changing his/her option status to Option II at the time of bidding; or

- b. changing his/her option status to Option II at any time during the month; or
- c. accepting an Option II trip; or
- d. trip trading over the monthly maximum into Option II status.
- 2. Trips flown under this provision will be awarded in accordance with the Order of Open Time Coverage, Article 9.L.
- 3. A Flight Attendant requesting open time through Option II is under no obligation to fly any trip or trips offered to him/her. A declination of open flying offered on a particular day does not preclude such Flight Attendant from requesting Option II flying on a subsequent day or days.
- 4. A Flight Attendant exercising Option II will be considered to have exercised Option I, and such option, once made, shall be applicable for the entire month.

# E. NO-OPTION: ADJUSTMENT TO SCHEDULE AT HOME BASE

If, during a month, the Company assigns a Flight Attendant at his/her home base who has not exercised the options in paragraphs C. and D. above, and such assignment increased his/her scheduled trip selection credit for the month beyond the trip selection limitation of seventy-seven (77) credit hours in A. above, such Flight Attendant shall have his/her schedule adjusted during the month to bring his/her trip selection credit back within seventy-seven (77) credit hours. For purposes of this paragraph E. only, assignment is defined to include:

- 1. removal from a scheduled trip at home base and assigned to another trip;
- 2. rescheduled to a trip because of a cancellation at his/her home base;
- 3. assignment to a trip on his/her unscheduled day.

# F. OPTION I AS A RESULT OF TRIP TRADE

If, during a month, a Flight Attendant who has not exercised Option I, as a result of a trip trade or an award of make-up flying, pursuant to C.2. above, voluntarily schedules himself/herself over the seventy-seven (77) hour trip selection limitation in paragraph A. above, or voluntarily schedules himself/herself so that an experience factor indicates that s/he could exceed the eighty (80) hour limitation in paragraph B. above, s/he will be considered to have exercised an option to exceed the eighty (80) hours (Option I). However, if the trade is for the same or fewer hours, Option I will not be triggered automatically.

# G. DETERMINING COMPLIANCE WITH MONTHLY MAXIMUM

- 1. For determining compliance with the monthly credit maximum provided for in B. above, scheduled flight time or actual flight time, whichever is greater on a leg-by-leg basis, shall be used.
- 2. For the purpose of compliance with the monthly maximum, a Flight Attendant who has not elected to option under paragraph C., D. or F. above, will be considered legal to fly his/her last scheduled trip or trip pairing of the month, if prior to departure from his/her home base station on such last trip or trip pairing, his/her previous total flight time credit for the month, when added to the scheduled flight time plus credited time as provided in Article 8 of this Agreement of such last trip or trip pairing within the contractual month, produces a total which does not exceed his/her monthly maximum of eighty (80) credit hours. Having once embarked on such last trip or trip pairing, such Flight Attendant will be considered legal to fly and complete his/her scheduled assignment.

## H. FLIGHT TIME LIMITATIONS

- 1. Regularly Scheduled Trips, Extra Sections, Ferry Flights, Charter Trips, Scenic Flights. Flight time limitations provided for herein shall include all flight time when a Flight Attendant is assigned as a crew member on regularly scheduled trips, extra sections, ferry or charter trips, and scenic flights.
- 2. Determination of Crew Member Status on Ferry Flights. A Flight Attendant assigned to a trip sequence which involves a ferry (whether the ferry is a passenger, freighter or combination aircraft) followed by a revenue flight or a revenue flight followed by a ferry, for purposes of 1. above, the Flight Attendant shall be considered to be assigned as a crew member on the ferry.

## I. SEVEN DAY LIMITATION

# 1. Thirty (30) Hour in Seven (7) Day Limitation

- a. Except as provided in b. below, a Flight Attendant may not be scheduled to fly more than thirty (30) hours of actual flight time in any seven (7) consecutive days. S/he may actually fly more than thirty (30) hours in a seven (7) day period, provided s/he was not scheduled to do so.
- b. A Flight Attendant, at his/her option, may waive the thirty (30) hour in seven (7) day limitation at any time prior to or during the month. Once this waiver is exercised, the 30 in 7 limitation will be waived for the balance of the month, and the following shall apply:
  - (1) The Company shall continue to build trip selections within the 30 in 7 limitations of 1. a. above:
  - (2) A Flight Attendant may note the 30 in 7 waiver on his/her bid ballot or exercise that waiver at any time during the month by notifying the Company;
  - (3) A Flight Attendant waiving the 30 in 7 limitation for the month is not subject to involuntary reassignment at home base which would require exceeding the 30 in 7 limitation; however, a Flight Attendant may elect to be assigned such a trip sequence;
  - (4) A Flight Attendant, once having waived the 30 in 7 limitation must fly and complete the trip sequence and is subject to reassignment/reschedule away from base without regard to the 30 in 7 limitation;
  - (5) Once the 30 in 7 limitation has been waived, a Flight Attendant is eligible for open flying, make-up, sick make-up, Optional Exchange, trip trade(s) and Option II trip sequences without regard to the 30 in 7 limitation.

# 2. Twenty-Four (24) Hours in Seven (7) Limitation (24-in-7)

- a. A Flight Attendant must be relieved from all duty for a period of at least twenty-four (24) consecutive hours in any seven (7) consecutive calendar days. This twenty-four (24) hour rest period can be at a layover station or the Flight Attendants home base station, and may be a rolling 24 hour period.
- b. Any planned absence of twenty-four (24) consecutive hours or more within the period of seven (7) consecutive calendar days will satisfy the 24-in-7 limitation.
- c. The period of seven (7) consecutive calendar days will be measured beginning at 0001 on the day of report of any trip sequence, training assignment or standby

assignment where there is a period of twenty-four (24) consecutive hours free from all duty immediately prior to the scheduled time of report.

- d. The start of the seven (7) consecutive calendar day period will not be triggered by a day of reserve or regularly scheduled availability, nor will the 24-in-7 limitation be applied to Flight Attendants on Special Assignment.
- e. The Company will place the twenty-four (24) hour period on the Flight Attendant's schedule based on operational considerations. This will include the ability to make an exception to Time Accrued Reserve System (TARS) for the purpose of satisfying the 24-in-7 limitation for a reserve Flight Attendant at the end of a contractual month, when doing so would avoid disruption of the Flight Attendants scheduled flying in the following contractual month.

## J. DUTY ALOFT

1. A Flight Attendant shall not be scheduled for duty aloft for more than eight hours fiftynine minutes (8:59) in any duty period.

# 2. Duty Aloft: Actual/Scheduled

- a. Duty aloft includes the entire period during which a Flight Attendant is assigned as a member of an airplane crew during actual flight time. The scheduled flight time for a leg(s) consisting of deadheading will not be included in any duty aloft calculation.
- b. Scheduled for duty aloft means the assignment of a Flight Attendant on the basis of the flight time established in the operations scheduled rather than actual flight time.

# K. ON-DUTY LIMITATION

# 1. Scheduled On-Duty Limitation

A Flight Attendant will not be scheduled to remain on duty in excess of the appropriate "scheduled on-duty maximum" detailed in the chart below:

| Departure    | Scheduled On-Duty Maximum | On-Duty Maximum |
|--------------|---------------------------|-----------------|
| 0600 - 1759  | 13 Hours                  | 15 Hours        |
| *1800 - 2059 | 11 Hours                  | 13 Hours        |
| *2100 - 0559 | 10 Hours                  | 12 Hours        |

\*On a block-to-block basis, if the duty period has a break of at least five (5) hours or twice the number of hours of duty aloft preceding the break, whichever is greater, then the thirteen (13) hour scheduled on-duty maximum applies.

# 2. Rescheduled On-Duty Limitation

A Flight Attendant will not be rescheduled to remain on duty in excess of the appropriate "rescheduled on-duty maximum" detailed in the chart below:

| Departure    | Rescheduled On-Duty Maximum | On-Duty Maximum |
|--------------|-----------------------------|-----------------|
| 0600 - 1759  | 13 Hours                    | 15 Hours        |
| *1800 - 2059 | 12 Hours                    | 13 Hours        |
| *2100 - 0559 | 11 Hours                    | 12 Hours        |

\*On a block-to-block basis, if the duty period has a break of at least five (5) hours or twice the number of hours of duty aloft preceding the break, whichever is greater, then the thirteen (13) hour "rescheduled on-duty maximum" applies.

3. The determination of on duty periods shall be based on home base station time.

# L. ON-DUTY PERIODS

1. Report/Debrief. A duty period shall commence at the time the Flight Attendant reports for duty prior to flight or the reporting time required by the Company, whichever is later, and shall continue until the termination of the post-flight period specified by the company, which shall be not less than fifteen (15) minutes. The required reporting time shall be not less than one (1) hour (thirty [30] minutes if deadheading) before the scheduled departure time.

## 2. Layover Rest Periods

a. Scheduled/Actual Rest. Layover Rest Periods Scheduled for at Least Nine (9) Consecutive Hours. Layover rest may be scheduled or reduced to no less than eight (8) hours provided that a subsequent rest period of at least ten (10) consecutive hours of compensatory rest is scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

## b. Trip Selection Rest

- (1) Notwithstanding paragraph a. above, the Company agrees to build trip selections to not less than eight hours thirty minutes (8:30) scheduled layover rest.
- (2) Flight Attendant rest may however, be reduced to no less than eight (8) hours in actual operation in accordance with the provisions of a. above.
- 3. Rest Periods At Home Base Station. In no case may an on-duty period be broken at the Flight Attendant's home base station by an off-duty period of less than eleven (11)hours regularly scheduled, twelve (12) hours for reserves.

## 4. Training

- **a. Before a Trip.** A required training program or a required service briefing before a trip shall be treated as an extension of the duty period.
- **b.** After a Trip. A Flight Attendant may, at her/his option, elect to attend a required training program after a trip. Attendance at such training will not extend a Flight Attendant's on-duty period. A Flight Attendant desiring to voluntarily attend required training after a trip will ensure that there is sufficient legal rest after the training is completed so as not to cause an illegality removal or conflict with a subsequent assignment or day of availability.

5. On-Duty Rest Break. When a Flight Attendant is scheduled for an on-duty rest period in excess of five (5) hours block-in to block-out, s/he shall be furnished suitable single occupancy lodging in a quiet room in a suitable location. There may be certain unusual isolated situations of a temporary nature where single occupancy accommodations, as stipulated above, cannot be obtained at a daily rate of sixty-five dollars (\$65) or less. Under such circumstances, double occupancy in a double room will be acceptable until single occupancy accommodations are again available at this rate.

# M. REQUEST TO DEADHEAD AND EXCEED ON-DUTY LIMITATION

Where a Flight Attendant flies from A to B, and due to the on-duty limitation must be scheduled to lay over and then deadhead from B to A, such Flight Attendant may request that s/he be permitted to deadhead home in the first duty period, and the Company may, if it chooses, permit him/her; provided, however, that the departure time of such deadhead is within the actual on-duty limitation. However, s/he shall be paid and credited for the scheduled second duty period in lieu of the extension of the first duty period.

## N. DUTY-FREE PERIODS

- 1. Each Flight Attendant shall receive not less than five (5) separate periods of forty-eight (48) consecutive hours free from all duty with the Company at his/her home base station during each contractual month.
  - 2. At the option of the Company, one (1) of the said forty-eight's (48's) may be:
  - a. combined with another forty-eight (48) to produce a duty-free period of ninety-six (96) consecutive hours, or
  - b. split into two (2) separate duty-free periods of twenty-four (24) consecutive hours each, or
  - c. split into two (2) twenty-four's (24's), each of which is combined with a forty-eight (48) to produce two (2) duty-free periods of seventy-two (72) consecutive hours, or
  - d. split into two (2) twenty-four's (24's), one of which is combined with a forty-eight (48) to produce a duty-free period of seventy-two (72) consecutive hours and the other scheduled separately.
- 3. Such scheduled duty-free periods shall be preplanned and indicated on the monthly selection sheet and shall be separated by not less than twenty-four (24) hours.

## O. RESCHEDULING OF DUTY-FREE PERIODS

- 1. In the event reserve coverage, as provided in Article 10.G., does not provide the required coverage at a base to protect the Company's operation and other means of protection which are normally used have been exhausted, the Company may, in accordance with the Order of Open Time Coverage provided in Article 9.L., change a Flight Attendant's duty-free period.
- 2. Changes in duty-free periods may also be required as the result of operational necessity, i.e., cancellation away from base, rescheduling away from base, etc.
- 3. A Flight Attendant may change his/her duty-free periods. Once a Flight Attendant has voluntarily moved one or more of his/her duty-free periods, the balance of the duty-free periods will be considered as individual twenty-four (24) hour duty-free periods for all purposes.

- 4. The Company may, with the consent of a Flight Attendant, change one (1) or more duty-free period(s) prospectively for purposes of assigning such Flight Attendant to training.
- 5. When the Company changes a Flight Attendant's duty-free period under the provisions of 1. or 2. above, such duty-free period must be rescheduled prospectively and may be joined with another duty-free period or scheduled separately.

## P. CONTACT WITH COMPANY: DAYS OFF/VACATION

- 1. No Flight Attendant shall be required to keep the Company advised of his/her whereabouts during the off-duty periods as provided in paragraph N. of this Article and Article 10.F. of this Agreement, or during the period while on scheduled vacation.
- 2. Should a Flight Attendant leave his/her normal contact on an unscheduled day off, s/he is not required to notify the Company and leave his/her contact.
- 3. A regularly scheduled Flight Attendant on a duty-free period or an unscheduled day off is subject to a trip assignment in accordance with the provisions of the Order of Open Time Coverage of Article 9.L., however, such Flight Attendant is under no obligation to hold himself/herself available.
- 4. A regularly scheduled Flight Attendant shall not be required to return from his/her vacation until the time s/he is required to report to Crew Schedule in time to cover his/her next scheduled trip.

#### Q. NOTIFICATION OF DEPARTURE/DELAY/CANCELLATION

The Company shall maintain a standard method of notifying Flight Attendants of the scheduled departure time of their trips. When the scheduled departure time is appreciably delayed, Flight Attendants shall be notified as far in advance as is practicable, consistent with the circumstances. At originating stations, every effort shall be made to promptly notify Flight Attendants of any cancellation, delay or deferment of their trips. Refer to Article 9.N. for additional information regarding delay notification.

## R. CALL-OUT LIMITATION

A Flight Attendant who reports to the airport for a specific flight assignment, but who does no flying, shall not be required to remain at the airport in excess of four (4) hours without being given another flight assignment to be performed within the same on-duty period.

## S. FLIGHT TIME CREDIT FOR TRIPS NOT FLOWN

For purposes of computing maximum monthly flight time limitations under this Article, a Flight Attendant who holds a monthly trip selection award shall be credited with the scheduled flight time plus credited time as provided in Article 8 of this Agreement, of the trip or trips s/he was scheduled to fly when such Flight Attendant misses such trip or trips because of vacation, sick leave, training, special assignment, authorized leave of absence, suspension, or displacement by a supervisor, instructor, or other authorized personnel. Replacement Flight Attendants with available days shall receive three hours fifty-three minutes (3:53) of flight time credit for each such available day.

#### T. TERMINATION AT CO-TERMINAL STATION

If termination at the Flight Attendant's home base station is at a co-terminal other than his/her original point of departure, there shall be added one (1) hour to the on-duty period for the purpose of allowing for the use of Company furnished transportation. However, this hour shall not be construed to be a part of the on-duty period for purposes of Article 7.K. or Article 8 of this Agreement.

# U. DEFERRED FLIGHTS

If after sign-in, a trip sequence is deferred overnight at a Flight Attendant's base, and it is the Company's intent to have the Flight Attendant fly the deferred trip sequence, the following procedure will apply:

- 1. If the Flight Attendant receives less than home base rest, s/he must have a minimum of layover rest (for International Flight Attendants, International home-base rest if it is greater than layover rest) and the Flight Attendant will be entitled to a hotel, expenses and flight time pay and flight time credit in accordance with Article 8.F., beginning at sign-in on the first day of the scheduled trip sequence. Flight time pay and flight time credit in accordance with Article 8.E. will be calculated beginning at sign-in for the deferred departure on the second day.
- 2. If home base rest is provided, the Flight Attendant may request call-out pay in accordance with Article 8.C. and decline the hotel and expenses described above. In such case, the expenses as well as the flight time pay and flight time credit will be calculated based on the sign-in time for the deferred departure on the second day.
- 3. If a trip sequence is deferred overnight and the deferred departure does not provide the Flight Attendant with a minimum of layover rest, the Flight Attendant will be illegal for the deferred departure the following day and will receive call-out pay in accordance with Article 8.C. In this situation, the Flight Attendant will also be subject to the provisions of Article 9.P.

## **ARTICLE 8 - MINIMUM PAY AND CREDIT**

## A. MINIMUM GUARANTEE

A Flight Attendant who flies and completes a trip or trip pairing including deadheading by Company assignment shall receive the greatest of the following:

- 1. Flight time pay and flight time credit actually earned.
- 2. Minimum of five hours (5:00) flight time pay and flight time credit multiplied by the number of duty periods within a trip sequence provided, however, any trip sequence that contains more than one (1) duty period will be credited with a minimum of three hours (3:00) flight time pay and flight time credit for each duty period.
  - 3. Scheduled on-duty time as provided in paragraph E. of this Article.
  - 4. Actual on-duty time as provided in paragraph E. of this Article.

## B. DEFINITION OF COMPLETED TRIP - EXCEPTIONS AND GUARANTEES

For purposes of paragraph A. above, a Flight Attendant will be considered to have completed a trip if the aircraft on which s/he is assigned as a crew member lands at an airport other than the airport of departure or its co-terminal.

- 1. Return to Airport of Departure for Reasons Other Than Mechanical. If the aircraft on which a Flight Attendant is assigned as a crew member returns to the airport of original departure or a co-terminal for reasons other than mechanical interruption, it shall be considered a completed trip.
- 2. Return to Airport of Departure for Mechanical Reasons. If the aircraft on which a Flight Attendant is assigned as a crew member returns to the airport of original departure or a coterminal due to mechanical interruption and the Flight Attendant performs no other flying within the duty period s/he shall be guaranteed a minimum of three (3) hours pay and flight time credit for the duty period involved.

# C. CALL-OUT

1. A Flight Attendant who reports to the airport for a specific flight assignment but who does no flying shall, if applicable, be eligible for Holding Time/Ground Time, as provided in Article 3.I. and J. of this Agreement and shall receive the greater of:

## a. Trip Sequence Origination

- (1) flight time pay for On-Duty Time as provided in Article 8.E. of this Agreement, from the time s/he reports for the specific flight assignment continuing until s/he is released to begin his/her legal rest period, or
  - (2) three (3) hours flight time pay.

# b. Mid-Sequence

(1) flight time pay and flight time credit for On-Duty Time as provided in Article 8.E. of this Agreement, or, if greater, flight time pay and flight time credit for Time Away from Base, calculated in accordance with the provisions of Article 8.F. of this Agreement, from the time s/he reports for the specific flight assignment continuing until s/he is released to begin his/her legal rest period, or

- (2) three (3) hours flight time pay and credit.
- 2. Such Flight Attendant shall not be required to remain at the airport in excess of four (4) hours without being given another flight assignment to be performed within the same on-duty period.
- 3. This provision shall not apply to a Flight Attendant who does not fly due to his/her own incapacity for flight.
- 4. The above pay provision shall not be applicable if the Flight Attendant is notified prior to reporting for duty. If the Company attempts to notify the Flight Attendant three (3) or more hours prior to the original departure time of the flight assignment, but is unsuccessful, the Flight Attendant shall be considered notified.
- 5. This provision shall not apply to a Flight Attendant who is displaced by a supervisor, instructor, or other authorized personnel.

# D. LOCAL, SCENIC, COURTESY OR PUBLICITY FLIGHTS

The provisions of paragraph A. above shall not apply when a Flight Attendant is required to serve on flights which are characterized as local, scenic, courtesy or publicity. A Flight Attendant required to serve on such flight or flights shall be guaranteed a minimum of three (3) hours pay and flight time credit for the duty period involved.

# E. ON-DUTY TIME

On-duty time as provided in paragraph A. of this Article shall be computed as follows:

- 1. Scheduled On-Duty Time. One (1) minute flight time pay and flight time credit for each two (2) minutes of a scheduled or rescheduled on-duty period as set forth in Article 7.L. of this Agreement.
- 2. Actual On-Duty Time. One (1) minute flight time pay and flight time credit for each two (2) minutes of an actual on-duty period as set forth in Article 7.L. of this Agreement.

# F. TIME AWAY FROM BASE

- 1. Flight Attendant who performs any flight duty (including deadheading) which involves two (2) or more on-duty periods broken by at least one (1) off-duty period away from such Flight Attendant's home base station, shall receive the greater of the following:
  - a. Scheduled Time Away from Base. One (1) minute of flight time pay and flight time credit for each three and one-half (3-1/2) minutes of scheduled or rescheduled time away from his/her home base station.
  - **b.** Actual Time Away from Base. One (1) minute of flight time pay and flight time credit for each three and one-half (3-1/2) minutes of actual time away from his/her base station.
- 2. For purposes of this paragraph F. above, on-duty periods and off-duty periods shall be as set forth in Article 7.K. and L. of this Agreement.
- 3. When a Flight Attendant's return to his/her home base station is delayed by a strike or work stoppage which substantially affects the operation of the Company, or when such delay is caused for personal reasons, such Flight Attendant shall be entitled to only the flight time pay and flight time credit for scheduled or rescheduled time away from base, as provided in F.1.a. above.

4. The provisions of this paragraph F. above shall not apply beyond the first twenty-four (24) hours of excess time away from base resulting from the delay in a Flight Attendant's return to his/her home base station due to an official NOTAM\* which closes, for a period of twenty-four (24) hours or more, the airport at which such Flight Attendant is laying over or at which such Flight Attendant is forced to lay over as a result of such airport closing, provided that such Flight Attendant is assigned by the Company to fly or deadhead within six (6) hours after the first American Airlines flight operates into or out of the airport at which the Flight Attendant is laying over. In this instance, excess time away from base shall be the difference between the time such Flight Attendant actually arrives at his/her home base station and the time s/he would have arrived had there been no airport closing.

\*NOTAM: Notice to Airmen (issued by the Federal Government)

5. Flight time pay and flight time credit as provided under paragraphs A. and F. above and Article 10.M. are not cumulative, only the greater will apply.

## G. DEADHEADING

- 1. A Flight Attendant who is required by the Company to deadhead to or from any station for the purpose of covering or returning from a flying assignment, flight time pay shall be one hundred percent (100%) of the scheduled flight time of the deadhead trip and flight time credit shall be applied at fifty percent (50%) of the scheduled flight time of the deadhead trip for purposes of flight time limitations. This provision shall apply when deadheading is by surface transportation and made in lieu of air transportation as though the deadheading were performed by air transportation. This shall not apply between co-terminals served by the same Flight Attendant base.
- 2. Deadheading covered under the provisions of paragraphs A. and F. above shall include all deadheading by Company assignment including deadheading under the provisions of Article 7.M.
- 3. If, in irregular operations, surface transportation time during a duty period exceeds four (4) hours, a Flight Attendant shall receive two (2) hours pay, no credit, in addition to all other compensation. This provision shall not be applicable to surface deadheading between co-terminals served by the same base station.
- 4. The provisions of paragraphs A. and F. above shall not be applicable to excess duty hours resulting from the Flight Attendant's request to be rescheduled to deadhead on a flight other than that for which s/he is legally scheduled or rescheduled by the Company.

## H. FLIGHT TIME PAY AND CREDIT FOR TRIPS NOT FLOWN

The provisions of paragraphs A. and F. above shall apply for purposes of trips missed credit under Article 7.S.

## I. REASSIGNMENT PAY

- 1. Reassignment at Home Base. If, prior to the departure of a Flight Attendant's regularly scheduled trip pairing from his/her home base station, a regularly scheduled Flight Attendant is removed by the Company from such trip pairing and assigned to another trip pairing involving less total flight time credit, such Flight Attendant shall be credited, for pay purposes only, with the flight time of the trip from which s/he was removed. A Flight Attendant whose trip is cancelled shall not be considered to be removed by the Company from such trip.
- 2. Reassignment Away from Base. If prior to the departure of a Flight Attendant's trip or trips at other than his/her base station, a regularly scheduled Flight Attendant is removed by the Company from such trip or trips for which s/he was legal and available and assigned to another trip

or trips involving less total flight time credit, such Flight Attendant will be credited for pay purposes only, with the flight time of the trip or trips from which s/he was removed. A Flight Attendant whose trip is cancelled shall not be considered to be removed by the Company from such trip.

- 3. Example of 1. and 2. Above. A regularly scheduled Flight Attendant is removed from his/her regularly scheduled ten (10) hour trip and assigned by the Company to a six (6) hour trip instead. S/he has sixty-six (66) hours credited to him/her prior to this reassignment. After completing the six (6) hour trip, s/he will have seventy-two (72) hours credited toward his/her monthly limitation but will have seventy-six (76) hours credited for pay purposes.
- 4. Reassignment Protection During Last Five (5) Days of the Month. A regularly scheduled Flight Attendant who is involuntarily assigned to a trip sequence which is scheduled to originate within the last five (5) days of the contractual month and who by such assignment becomes illegal for a regularly scheduled trip, or who is projected above his/her monthly maximum, shall be guaranteed the pay for the trip flown or the trips from which s/he is removed, whichever is greater. Such Flight Attendant shall be credited with the time of the trip actually flown. Such pay protection shall be confined to the contractual month in which the reassignment takes place.

# J. ATC HOLD/ACTUAL "OUT" TIME (CODE 59)

- 1. Pay and Credit for Delayed Engine Start. When the captain elects to delay starting engines due to quoted takeoff delays, flight time, at the option of the captain, will be considered to begin at the time the aircraft would normally have departed. Such delay time is not included in duty aloft time as defined in Article 7.J., however, it shall apply for pay and credit purposes and monthly credited time. Pay and credit under this provision shall not run concurrently with the holding time compensation as provided in Article 3.I.
- 2. Actual "Out" Time (Code 59). In the following delay situations, flight time pay and credit for affected Flight Attendants will begin prior to the actual out time based on the time established by the Captain as provided herein, and the affected Flight Attendants will receive the greater of the scheduled block to block time or the delay time plus actual block time. In addition, such delay time will not be included in the duty aloft calculations as provided in Article 7.J., nor will flight time pay and credit as defined below, run concurrently with any holding time or ground time compensations as provided in by Article 3.J. and 3.I. of this Agreement.
  - a. In the event of a delay at the gate awaiting pushback, powerback or taxiout due to airport congestion caused by other aircraft or vehicular traffic, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.
  - b. In the event of a delay at the gate caused by the de-icing of the aircraft performed at the gate, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.
  - c. In the event maintenance is performed on the aircraft after departure from the gate but prior to take-off, and thereafter take-off is performed without returning to the gate, flight time pay and credit will begin from the original time of departure from the gate, including the time spent while having maintenance performed. In addition, in the event the aircraft taxis or is towed from the gate to have maintenance performed and thereafter performs a take-off without returning to a gate, flight time pay and credit will begin from the original time of taxi or tow from the gate, including the time spent while having maintenance performed.
  - d. In the event of a delay at the gate awaiting pushback, powerback or taxiout due to congestion with deicing operations off the gate, flight time pay and credit will begin at

the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.

# K. DIVERSIONS

When a flight is diverted and the aircraft is not blocked in at a gate, and/or passenger egress is prohibited, each Flight Attendant shall receive full flight time pay and credit for all such time on board. Such flight time will not be included in the duty aloft calculation as provided in Article 7.J. of the Basic Agreement nor will flight time pay and credit run concurrently with any holding time or ground time compensation as provided in Article 3.J. and 3.I. of this Agreement.

## **ARTICLE 9 - SCHEDULING**

## A. COMPOSITION OF SCHEDULES

The elements required to construct the schedules for Flight Attendants are:

- 1. **Trip Allocation:** The trip allocation is the arrangement of American Airlines' general schedule into legal crew routings to constitute the trip sequences for Flight Attendants.
- 2. Trip Selections: The arrangement of trip sequences or trip pairings contained in the trip allocation into patterns of flying assignments constituting a monthly work schedule for regularly scheduled Flight Attendants. A trip selection may contain one (1) or more Flight Attendant positions. As used in this Agreement, "trip selection" shall mean both the pattern of flying and the Flight Attendant position.
- 3. Daily Scheduling: Crew Schedule/Crew Tracking is responsible for the day to day scheduling, rescheduling and assignment of all Flight Attendant personnel, regularly scheduled, replacement and reserve.

#### B. FLIGHT ATTENDANT STAFFING

## 1. Classification of Flight Attendants

- a. Regularly Scheduled Flight Attendant. A regularly scheduled Flight Attendant is one who holds a regularly scheduled sequence of trips for a month. Under this "regularly scheduled" category is included a Flight Attendant who holds a replacement assignment. His/her monthly flying assignment is made up of parts of the schedules of other Flight Attendants which have been left uncovered as the result of absences due to vacation, leaves of absence, resignations, sickness (SLOA), etc., or uncovered schedules, such as Planned Variable Manning (PVM), etc.
- b. Reserve Flight Attendant. A reserve Flight Attendant is one who does not hold a regular flying assignment, whose function it is to be available to back up regular schedules and to perform any open and/or reserve flying not flown by regularly assigned Flight Attendants. Scheduling rules which apply to reserve Flight Attendants are found in Article 10-Reserve.

# 2. Minimum Staffing Requirements

- a. The current published staffing guidelines, effective August 1995, shall be used to determine the number of bid positions and the total number of Flight Attendants who will be assigned to flights with variable manning. Thereafter, the Company may establish, at its discretion and from time to time, new staffing formulas. These formulas shall be made available to Flight Attendants, and APFA shall be notified of a change (45) days prior to implementation of the new formula. Staffing formulas shall specify increments based on the type of equipment, level of service, flying time and passenger load, as determined by the Company.
- b. While it is understood that the Company shall have discretion in changing staffing or service levels, APFA shall be afforded a safeguard against the Company abusing that discretion. Accordingly, APFA shall have the right to file a Presidential grievance if the Company abuses its discretion by assigning an unreasonable workload to Flight Attendants.
- c. APFA shall have three months from date of implementation of a change in staffing or service level to file a Presidential grievance which shall be processed in

accordance with the Presidential grievance procedures set forth in the Collective Bargaining Agreement.

## C. REPLACEMENT FLIGHT ATTENDANTS

- 1. Classification. Replacement Flight Attendants are regularly scheduled Flight Attendants and not reserves.
  - 2. Categories. Replacement Flight Attendants fall into two (2) categories:

# a. Regular Replacement

- (1) "Regular Replacement" Flight Attendants are Flight Attendants who are awarded a flying assignment consisting of preplanned required duty-free periods and "relief flying", defined as the trip sequence(s) left uncovered by a Flight Attendant with a planned vacation, whose vacation dates were published on the monthly bid sheet.
  - (a) Vacation/replacement selections will be awarded according to procedures agreed upon by the Company and the APFA.
  - (b) The assignment may include one or more days of availability, in accordance with 4.a. below, and/or unscheduled days off (DO).
  - (c) A Flight Attendant's vacation will not be included for bid if s/he is on the planned reserve list or has fewer than ten (10) days vacation, unless the Company and the APFA agree to include vacations of less than ten (10) days.
  - (d) Any vacation replacement selection containing reserve will be shown as "no bid" in the bid results and will not be awarded.
- (2) A Flight Attendant with one (1) or more AVBL days on her/his monthly activity record for reasons other than 4.a. below (e.g., Article 9.E. and 9.V.), will be considered a Regular Replacement Flight Attendant for such AVBL days for the purposes of this Article.

## b. Open Replacement

- (1) "Open Replacement" Flight Attendants are Flight Attendants who start out the month with either no assignment flying or have one (1) or more trip sequences which were not awarded/assigned based on a published vacation as described in 2.a. above. These Flight Attendants will have on their activity records preplanned required duty-free periods and may have included one (1) or more days of availability in accordance with 4.a. below, and/or unscheduled days off (DO).
- (2) A Flight Attendant awarded or assigned a Planned Duty-Free (PDF) Replacement schedule, pursuant to 5. below, is considered an Open Replacement Flight Attendant.
- (3) An Open Replacement Flight Attendant who is not on availability on the last day of the contractual month and has reached seventy-two hours one minute (72:01) or more in her/his greater-time-to-date (GTD) column shall be released from all remaining AVBL days. An Open Replacement Flight Attendant who has reached seventy-four hours one minute (74:01) or more in her/his GTD column and has an

available day on the last day of the contractual month will also be released from that day.

- (4) In the event the Company pre-plots a trip(s) on an Open Replacement Flight Attendant's schedule and the combination of the GTD and the Company pre-plotted trip(s) results in the Flight Attendant reaching seventy-two hours one minute (72:01), any AVBL days remaining on her/his schedule will be converted to DO's. In addition, it is understood that any credited absences on future AVBL days will also be added to GTD for purposes of release.
- 3. Schedule Adjustments Due to Legality and Qualifications. Adjustments may be made to a replacement schedule due to legality and qualifications.

# 4. Flight Attendant Obligation with Available (AVBL) Day(s)

a. "Available (AVBL) Days". Any replacement Flight Attendant scheduled with less than a seventy-two hour one minute (72:01) projection may have included AVBL days designated on the Flight Attendant's activity record as AVBL. The number of AVBL days shall be based on the following chart. The cumulative total time of pre-plotted trip assignments plus AVBL days shall not project the Flight Attendant in excess of the scheduled monthly maximum of seventy-seven (77) hours. The following chart is used as a limitation guide of the total pre-plotted AVBL days in relation to projection:

| Domestic Projection (Hours) | Number of AVBL Days |
|-----------------------------|---------------------|
| 0 - 6:00                    | 18                  |
| 6:01 - 10:00                | 17                  |
| 10:01 - 14:00               | 16                  |
| 14:01 - 18:00               | 15                  |
| 18:01 - 22:00               | 14                  |
| 22:01 - 26:00               | 13                  |
| 26:01 - 30:00               | 12                  |
| 30:01 - 34:00               | 11                  |
| 34:01 - 38:00               | 10                  |
| 38:01 - 42:00               | 9                   |
| 42:01 - 46:00               | 8                   |
| 46:01 - 50:00               | 7                   |
| 50:01 - 54:00               | 6                   |
| 54:01 - 58:00               | 5                   |
| 58:01 - 62:00               | 4                   |
| 62:01 - 65:51               | 3                   |

| Domestic Projection (Hours) | Number of AVBL Days |
|-----------------------------|---------------------|
| 65:52 - 69:34               | 2                   |
| 69:35 - 72:00               | 1                   |

- (1) A replacement Flight Attendant will receive three hours fifty-three minutes (3:53) of flight pay credit and flight time credit for each day of availability spent in paid meeting(s), paid classroom training, or on vacation, special assignment, union leave, personal emergency and paid sick leave.
- (2) A replacement Flight Attendant will receive three hours fifty-three minutes (3:53) of flight time credit for each day of availability while on unpaid sick, personal leave, credited military leave and suspension.
- **b. Pre-Plotting of Open Time Trips.** Replacement Flight Attendants shall be eligible to access open time ("pre-plot") in accordance with the provisions of paragraph K. of this Article. Pre-plotting exceptions for Open Replacement Flight Attendants are outlined in 9.K.1.e.
- c. Flight Attendant's Responsibility When AVBL. During periods of "availability" the unassigned replacement Flight Attendant should call Crew Schedule at his/her convenience, between the hours of 1000-1400, local base time, on each day preceding an AVBL day. At that time Crew Schedule will make known to the unassigned replacement Flight Attendant the choice of trips available the next day. If an unassigned replacement Flight Attendant is on a duty-free period on the preceding day and if voluntary contact is not made during these hours, it is mandatory that such Flight Attendant contact Crew Schedule as soon as the duty-free period is over.
- d. AVBL Open Time Assignment. Notwithstanding paragraph c. above, open time which exists at the beginning of the month, as well as open time which develops during the course of the month, may be assigned, to the extent possible, to Flight Attendants on AVBL days. However, the Company shall not pre-plot replacement Flight Attendants on Variable Staffing trip sequences seventy-two (72) hours or less prior to the day of departure of such trip sequences.

# 5. Planned Duty-Free Replacement Selections

- a. At bases where the total number of planned reserves is at a level of sixteen (16) or more Flight Attendants, the Company shall reduce that portion of the total number of reserves which were planned for the purpose of variable staffing by a minimum of forty percent (40%) unless the Company and the APFA otherwise agree to a lower percentage.
- b. Once established, the reduction number equal to a minimum of forty percent (40%) shall be used to determine the amount of planned duty-free replacement selection(s) offered for bid.
- c. Such selection(s) shall be of an amount equal to seventy-five percent (75%) of the aforementioned reduction number and shall have eight (8) preplanned duty-free periods offered for bid on the selection. Two (2) additional duty-free periods shall be indicated on the activity record prior to the beginning of the contractual month.
- 6. Move-Up/Move-Back of AVBL Day. A replacement Flight Attendant may request to move a future AVBL day in the current contractual month to an earlier or later day in the same

month by exchanging it with an unscheduled day off (DO) or a Duty-Free Period. A request to move up or move back an available day must be for a date which is still prospective.

7. AVBL days may be pre-plotted on the monthly trip selections (bid sheet) on any such trip selection scheduled for seventy hours (70:00) or less. The number of such AVBL days shall be predicated on the basis of one (1) AVBL day for each four hours ten minutes (4:10) or any portion thereof, below seventy hours one minute (70:01).

# D. CHANGEOVER PAIRINGS

- 1. A changeover pairing is one which reflects a change in schedules that occurs between two (2) contractual months. Trip sequences as depicted in the Monthly Trip Selections reflect a commitment of flying only for that particular month. Changes that occur in the following month reflect a new commitment of flying.
- 2. Changeover pairings are listed on the base Trip Selection Header Sheet as "Prior Removals". They may be longer or shorter than the original pairing and may affect legality as well as trips to be flown or trips to be credited because of conflict with a Flight Attendant's vacation or training.

#### E. SCHEDULE CHANGES

Schedule changes may occur after the allocations have been received and trip selections awarded.

- 1. Major Changes. A post-selection schedule change may be of such magnitude as to precipitate an entirely different pattern of equipment and flight crew utilization. Under this condition, the blocks of flying time for each type of equipment originally allocated to the crew bases may change to some degree, creating the need for an entirely new trip selection. It is, therefore, possible to have more than one (1) trip selection during a contractual month.
- **2. Minor Changes.** A post-selection schedule change is usually not great enough to warrant a re-selection of trips, i.e., the change only affects one (1) or two (2) bases or is small enough that the overall effect on the system is relatively slight. In such cases, the trips affected by the schedule change are reworked within the framework of the trip selections as they were awarded.
- 3. Flight Attendant Obligation in the Event of Schedule Changes. Notwithstanding the provisions of paragraph P. of this Article, in the event a Flight Attendant loses his/her entire month's trip selection or balance of his/her month's schedule because of a major or minor schedule change, including natural disaster and/or substitution of equipment, and/or extraordinary operational circumstances, the following shall apply: A Flight Attendant whose pay projection falls below his/her monthly guarantee as a result of the Schedule Change shall be held AVBL only on those days originally scheduled to fly (DOSTF) in accordance with the provisions of paragraphs C.4.b.,c., and d. of this Article.

# F. TRIP SELECTION (BIDDING), SCHEDULE COVERAGE & NOTIFICATION

# 1. Calendar Bidding Period

a. The monthly trip selections shall be distributed and made available to Flight Attendants for selection no later than 0001 of the seventeenth (17th) day of the contractual month. The due date for the bid ballot submission shall be no earlier than 0001 of the twenty-first (21st) day of the contractual month. Such bid ballot submission deadline may be deferred by the local Crew Schedule Office. Such deferral shall be noted on the monthly trip selection. Bid results shall be posted by midnight of the twenty-sixth (26th) day of the contractual month.

- b. If extraordinary circumstances prevent the accomplishment of the abovestated time schedule, the Company will make every effort to adhere as closely as possible to such schedule.
- c. Changes to the bid sheet will be made available to all Flight Attendants by computer file and by posting at each crew base operations. The Company may make changes to the bid sheet up to twenty-four (24) hours prior to the actual time of bid closing. Changes made during the twenty-four (24) hours prior to the actual time of bid closing, other than the complete elimination of a trip selection, will be treated as a reassignment.
- 2. Bidding Responsibility. A Flight Attendant must submit, in writing, his/her preference for a trip selection. It is permissible for a Flight Attendant to submit his/her selection(s) through another Flight Attendant as long as such selections are in writing.
- **3. Bid Awards.** Trip selections shall be awarded in accordance with seniority and the provisions of Article 13-Seniority General.
- 4. Notification of Bid Award/Subsequent Assignment. Each Flight Attendant at the base shall be furnished with a copy of his/her trip selection award, replacement schedule or reserve assignment on a Flight Attendant Activity Record. This record represents notification of the month's flying. When a Flight Attendant must be informed of an assignment not shown on his/her trip selection, replacement schedule or reserve assignment or when a change must be made in his/her schedule, notification must be made to and acknowledged by the Flight Attendant. Third party notifications are not acceptable.
- 5. Selecting to Fly Together Buddy Bidding. Two or more Flight Attendants may bid to fly together according to the following provisions:
  - a. All Flight Attendant(s) involved must submit a bid ballot with the following information completed:
    - (1) Names of the Flight Attendant(s) involved in the buddy bid.
    - (2) Employee numbers.
    - (3) System seniority numbers.
    - (4) Signatures of all Flight Attendants involved in the buddy bid.
  - b. Only the most junior Flight Attendant will list the trip selections desired on his/her bid ballot.
  - c. The senior Flight Attendant(s) must accept the seniority of the most junior Flight Attendant.
  - d. Awards/assignments shall be made in order of the first open positions available on the trip selection, regardless of the cabin involved. Such awards/assignments shall be made in order of the seniority of the Flight Attendants involved and by preference in positions as listed on the bid ballot.
  - e. If Flight Attendants bidding to fly together desire positions in the same cabin, they must indicate this preference by bidding only those cabin positions desired.
    - f. Flight Attendants bidding to fly together may bid two or more trip selections.
      - (1) Such selections must be bid together and designated as one (1) unit.
    - (2) Awards/assignments shall be made in order of the first open positions available on any of the designated selections.

- (3) Should a substitution of equipment occur during the month, Crew Schedule shall determine the assignment/reassignment of the Flight Attendants without regard to the buddy bid.
- g. Flight Attendants bidding to fly together may be denied a selection(s) if the Flight Attendants involved do not possess the required qualifications for such selections, e.g., language, service, equipment.

# 6. Paper Bid

- a. A "paper bid" is a trip selection awarded on paper to a Flight Attendant when it is known that s/he will be absent for the entire month so that the same trip selection may be awarded to the next most senior Flight Attendant bidding the selection. A Flight Attendant on a paper bid will receive the pay and/or credit (as applicable) of the trip selection awarded. For purposes of legality from one (1) month to the next, a Flight Attendant on a paper bid is considered to have flown the trip selection awarded.
- b. A Flight Attendant shall be awarded a paper bid when it is known to Crew Schedule prior to the awarding of trip selections that s/he will be absent for the entire month as a result of:
  - (1) four (4) or more weeks of vacation,
  - (2) four (4) or more weeks of SLOA/Authorized Leave (PLOA/ULOA, etc.),
    - (3) four (4) or more weeks combination of (1) and (2) above.

## 7. Cancellation of Vacation/Authorized Leave

- a. A Flight Attendant awarded a paper bid who has his/her vacation or authorized leave cancelled subsequently shall be assigned to a replacement schedule.
- b. When not awarded a paper bid, the following guide shall be followed when a vacation or authorized leave is cancelled at the request of:
  - (1) the Flight Attendant: such Flight Attendant shall be assigned to a replacement schedule,
  - (2) the Company: reinstate such Flight Attendant's original schedule and adjust the replacement Flight Attendant's schedule.

# 8. Assignment of Unbid Selections and Open Replacement

- a. If, after awarding flying assignments to all Flight Attendants who have made their selections, there are still some unselected regular and replacement assignments, these will be assigned by Crew Schedule in the following order:
  - (1) Flight Attendants who failed to submit a bid ballot, in reverse order of seniority,
  - (2) Flight Attendants who submitted a bid ballot containing an insufficient number of bids and did not bid open replacement, in reverse order of seniority,

- (3) Flight Attendants who submitted a bid ballot containing an insufficient number of bids and who did bid open replacement, in reverse order of seniority.
- b. Flight Attendants who are left without an assignment for the month after the awarding of all published selections, whether regular or replacement, shall be assigned open replacement.

# 9. Bid Denial/Drafting

- a. Bid Denial Due to Lack of Qualification/Trigger Training. In the event a Flight Attendant having sufficient seniority to be awarded a trip selection is denied such selection solely due to the lack of qualification, and training is required, the training shall be offered at least once every four (4) months to cover the following reasons for bid denial:
  - (1) Lack of service qualification contained within the selection:
  - (2) Lack of initial equipment qualification contained within such selection;
  - (3) Lack of new equipment qualification contained within such selection; so that if the training under (1), (2), and/or (3) as provided above is completed as offered, the Flight Attendant will be qualified to bid and be awarded a trip selection on such service and/or equipment in the months following training.

## b. Drafting: Purser/Foreign Language Qualification

- (1) A Flight Attendant who possesses a Purser and/or a foreign language qualification(s) shall be subject to drafting only on those trip selections which contain two (2) or more trip sequences requiring such qualification(s). The inclusion of a single trip sequence which requires a qualification(s) into a trip selection which is otherwise free of qualification(s) shall be avoided. A trip selection containing a single trip sequence which requires a foreign language and/or Purser qualification shall be awarded in accordance with seniority without regard to such qualification(s). A Flight Attendant awarded such trip selection who does not possess such required qualification(s), may trade the trip sequence containing the qualification(s) without regard to the qualification(s).
- (2) When drafting to fill trip selections requiring Purser and/or language qualified Flight Attendants, the Company may, if necessary, assign such trip selections in reverse order of seniority. There shall be no exception in such order of assignment, the vacation status of the Flight Attendant notwithstanding.

# 10. Notice of Meetings and Training

- a. Required meetings and training schedule information will be provided on the monthly allocation.
- b. Regularly scheduled Flight Attendants will be scheduled for required meetings and/or training through self sign-up, except the Company may elect to preplan and indicate on the monthly trip selection FAA required training.
- c. A Flight Attendant may trade required meetings and training date(s) through an automated system. The Company will maintain either the Help Desk or a comparable system to assist Flight Attendants with training needs.

- d. A Flight Attendant desiring to attend a required meeting and/or training, other than EPT drills, at another base may make such request through the Training Department. Such request will be considered no more than twenty-four (24) hours prior to the day of the required meeting and/or training. A Flight Attendant desiring to use an available EPT drills date from another base may request such change through the Training Department up to seventy-two (72) hours prior to the date of the desired EPT drills date.
- Training classes, except FAA training, will be scheduled for a minimum period of three (3) months. A Flight Attendant who does not attend a required meeting and/or training during this designated mandatory period will be scheduled for such required meeting and/or training during the make-up period, as applicable. Make-up classes will be offered no less than two (2) times during the make-up period. If the required meeting and/or training cannot be accomplished on an unscheduled day off during the make-up period, the Flight Attendant will be scheduled on a day s/he would otherwise have been on flight assignment or day of availability, and the Flight Attendant will be removed from his/her scheduled trip sequence or day of availability. If the failure to attend the required meeting and/or training during the designated mandatory meeting/training period was for circumstances beyond the Flight Attendant's control, including vacation, such removal will be fully paid and credited, in accordance with Article 8 of this Agreement. If the circumstances surrounding the Flight Attendant's failure to attend the required meeting and/or training during the designated mandatory meeting/training period are determined to be within the Flight Attendant's control, such removal from a scheduled trip or day of availability will be without flight time pay and flight time credit; however, the Flight Attendant's applicable monthly guarantee will not be reduced.

#### G. FLIGHT ATTENDANT RIGHT TO BID - TRANSFER

A Flight Attendant transferring into a base may submit trip selections at the base prior to his/her arrival if s/he is to be available for service at the start of the schedule period involved allowing for base indoctrination and post-arrival rest period of forty-eight (48) hours off duty.

# H. DUPLICATION OF COVERAGE

- 1. If, as the result of an error, there is a duplication of regularly scheduled Flight Attendants on a given trip, the Flight Attendant(s) who does not fly such trip shall be paid and credited on a scheduled basis for such trip provided such Flight Attendant attempts to recover the time lost through make-up flying request. To qualify for this error protection, a Flight Attendant should make an effort to fly any trip for which s/he is legal and available which originates up to eight (8) hours after the scheduled termination time of the duplicated trip.
- 2. A Flight Attendant who declines the opportunity to make up a trip as provided in 1. above, shall forfeit trip error pay.
- 3. A Flight Attendant who successfully makes up a trip, but in so doing is paid and credited with less time than was contained in the original trip, shall be paid and credited with the difference between the trip flown and trip for which s/he was protected.
- 4. Pay protection is limited to the hours scheduled to be flown during the contractual month in which the trip was scheduled to originate.
- 5. The make-up obligation/make-up flying shall not extend beyond the contractual month in which the trip sequence was scheduled to originate.

## I. SCHEDULE CONFLICT

- 1. **Definition.** Schedule Conflict: A schedule conflict is created when a Flight Attendant is awarded a trip selection, the first trip sequence of which is scheduled to depart prior to the termination of the last trip of the preceding month or when the first trip of the new month cannot legally be flown because of the legality requirements defined in Article 7 of this Agreement. In the event of a schedule conflict, the Flight Attendant must complete the last trip of the preceding month and must be removed from the first trip sequence of the new month.
- 2. Flight Attendant Options. In the event of a schedule conflict, a Flight Attendant may elect to eliminate the conflict as follows:
  - a. Trip trade either of the trip sequences involved in the schedule conflict to another Flight Attendant or with Open Time in accordance with Article 25.A. and C. of this Agreement.
  - b. "Schedule Conflict Trip Drop," i.e., relinquish his/her schedule conflict trip sequence into Open Time. Such Schedule Conflict Trip Drops shall not be credited and shall not be subject to the six (6) day monthly limitation described in Article 25.C.8.d. of this Agreement.
- 3. Automatic Removal. If, forty-eight (48) hours prior to the beginning of the contractual month, a Flight Attendant has not eliminated his/her schedule conflict, as provided in paragraph 2. above, the Company will automatically remove the schedule conflict trip sequence from the Flight Attendant's monthly activity record and Schedule Conflict Trip Drop the trip sequence into Open Time. Such Schedule Conflict Trip Drops shall not be credited and shall not be subject to the six (6) day monthly limitation described in Article 25.C.8.d. of this Agreement.
- **4. Obligation**. A Flight Attendant whose schedule conflict has been eliminated in accordance with paragraphs 2. or 3. above shall have no further obligation to the Company. However, s/he may be subject to assignment under the provisions of paragraph 9.L. of this Article.

# 5. Access to Open Time

- **a. Pre-Plotting.** A Flight Attendant with a schedule conflict shall be eligible for "pre-plotting" subject to the eligibility provisions of paragraph K. of this Article if his/her pay projection is below his/her monthly guarantee following the elimination of the schedule conflict as provided in paragraph 2. and 3. above.
- **b. Trip Trading with Open Time.** A Flight Attendant with a schedule conflict may, if eligible, utilize the provisions of Article 25.C. of this Agreement.
- c. Effect on Monthly Maximum. In determining eligibility to pre-plot and/or trip trade with open time, flight time credit resulting from a schedule conflict "carry-over" trip sequence shall not be considered when computing a Flight Attendant's monthly maximum, provided such Flight Attendant has exercised the provisions of Article 7.C., Option I, or Article 7.D., Option II.

# 6. Effect on Monthly Guarantee

a. Trip Trades/Schedule Conflict Trip Drops. Trip trades below the applicable monthly guarantee in accordance with paragraph 2. above, or Schedule Conflict Trip Drops into Open Time in accordance with paragraphs 2. or 3. above shall be subject to the provisions of Article 25.G. of this Agreement for purposes of monthly guarantee reduction.

- **b.** Paid Absences. A Flight Attendant who has a schedule conflict and who has not otherwise reduced his/her monthly guarantee at any time during or for the contractual month in which the schedule conflict occurs, shall be pay protected to his/her applicable monthly guarantee provided:
  - (1) Single Continuous Absence. The Flight Attendant is on a single continuous paid absence for the entire contractual month in which the schedule conflict occurs; or
  - (2) Vacation/Sick Continuous Absence. The Flight Attendant is on a continuous combination of paid absences due to vacation and/or sick for the entire contractual month in which the schedule conflict occurs; or
  - (3) Other Continuous Paid Absences. A Flight Attendant who is continuously absent for the entire contractual month as a result of a combination of paid absences not covered in (1) and (2) above shall have his/her monthly guarantee protected provided:
    - (a) the Flight Attendant bid all trip selections not involving a schedule conflict; or
    - (b) the Flight Attendant was involuntarily assigned a schedule conflict trip selection either because the Flight Attendant was too junior to hold a trip selection not containing a schedule conflict; or
    - (c) the Flight Attendant was bid denied onto the trip selection which created the schedule conflict;
    - (d) and provided, that such Flight Attendant attempted, but was unable to make-up the hours lost as a result of the schedule conflict on all unscheduled days off, excluding duty-free periods.
- 7. Notwithstanding the procedures above, any Flight Attendant is subject to assignment in accordance with the Order of Open Time, Article 9.L.

# J. OPEN TIME LISTS

Make-up flying and Option II Lists will be maintained at each crew base. Their purpose is to record the names of all Flight Attendants who are interested in performing such flying, so that Crew Schedule may proffer to these Flight Attendants open flying which develops at the base.

## 1. Make-Up List/Option II List

- **a. Eligibility.** All Flight Attendants at the base are eligible to request open flying. A Flight Attendant's eligibility to be awarded open flying will depend upon his/her relative position in the Order of Open Time Coverage, seniority, and ability to handle such an assignment without conflict with the balance of his/her schedule and without exceeding contractual limitations.
- **b. Preference.** A Flight Attendant who places his/her name on the Make-Up or Option II List indicates the dates s/he desires such flying.
- **c. Obligation.** When a Flight Attendant places his/her name on the Make-Up or Option II List, and as a result, is proffered a trip sequence which s/he does not desire to accept, s/he is under no obligation to accept the assignment. Crew Schedule need make only one attempt to contact the Flight Attendant on the Make-Up/Option II List. If no contact

can be established, the trip may be proffered to the next name on the Make-Up/Option II List or otherwise handled as open time.

2. Sick Make-Up. A Flight Attendant may request to fly sick leave make-up trips. Trips flown under this provision may not interfere with a Flight Attendant's regularly scheduled trips or reserve availability. A Flight Attendant desiring to perform sick make-up flying should place his/her name on the Sick Time Make-Up List, maintained at each base and indicate the days on which s/he desires such flying. A Flight Attendant proffered a sick time make-up trip is under no obligation to accept the assignment. Crew Schedule need make only one attempt to contact the Flight Attendant on the Sick Time Make-Up List. If no contact can be established, the trip may be proffered to the next name on the Sick Time Make-Up List or otherwise handled as open time. Sick leave accrual shall be restored to the extent of the number of hours flown. The number of hours that may be flown on sick leave make-up shall not exceed the number of hours used on paid sick leave since the time of original employment. Flight time credit earned shall not apply towards the monthly limitation. The opportunity to make up sick time will not be limited to the month(s) in which the sick instance occurred.

#### K. ACCESS OPEN TIME - PRE-PLOTTING

A Flight Attendant with AVBL days or a regularly scheduled Flight Attendant who has involuntarily lost flight time pay and credit shall, if eligible, be permitted to review the known open time which has been released by the Company at his/her base in the contractual month during which s/he has AVBL days or during which his/her flight time pay and credit was lost. Involuntary loss of flight time pay and credit as used in this paragraph K. shall include the following: cancellation, misconnect, illegality, schedule changes as provided herein, low bid line and schedule conflict. Such Flight Attendant may elect to obtain a trip sequence(s) from Open Time and add it to his/her monthly activity record ("pre-plot"). Flight time pay and credit for such pre-plotted trip sequence(s) shall not cause the Flight Attendant to exceed the No Option or Option I monthly limitation applicable, except as provided below, or create a conflict with the balance of his/her month's flying. Nothing herein affects the existing rights and practices under this Agreement regarding the pre-plotting of Open Time trip sequence(s) by the Company for Flight Attendants with AVBL days, except as provided for in paragraph C.4.d. of this Article.

# 1. Eligibility

- a. AVBL Days and Involuntary Loss of Time. Except as provided herein, eligibility for pre-plotting is limited to regularly scheduled Flight Attendants with AVBL days and those Flight Attendants whose pay projections are below the applicable monthly guarantee because of an involuntary loss of flight time pay and credit, and the Flight Attendant has not voluntarily reduced his/her pay projection as described in b. below, including:
  - (1) Flight Attendants awarded a low bid line;
  - (2) Flight Attendants who have experienced a schedule change, as provided in paragraph E. of this Article, i.e., Flight Attendants who have lost their entire month or balance of their month's schedule and are obligated to be AVBL on days originally scheduled to fly (DOSTF), with the approval of Crew Schedule;
  - (3) Flight Attendants who have experienced a misconnect, illegality or cancellation (MIC) and have been released from any further obligation to the Company as provided in paragraph P. of this Article;
  - (4) Flight Attendants who have an obligation to be available on "days originally scheduled to fly," as provided in paragraph P. of this Article, with the approval of Crew Schedule;

- (5)August 3, 2006 Flight Attendants with "comparable days," as provided in paragraph P. of this Article, with the approval of Crew Schedule:
- (6) Flight Attendants with a schedule conflict as defined in paragraph I. of this Article and paragraphs c.(1) and (2) below;
- (7) Flight Attendants with AVBL days as provided in paragraphs C. and V.2. of this Article, with the approval of Crew Schedule.
- **b. Voluntary Loss of Time.** A Flight Attendant who has voluntarily reduced his/her pay projection below the monthly guarantee as a result of a trip trade, Trip Drop into Open Time (excluding Schedule Conflict Trip Drop), Optional Exchange, and/or unpaid absence, i.e., missed trip, shall not be eligible to pre-plot.
- c. Pre-Plotting Due to a Schedule Conflict. In determining a Flight Attendant's eligibility under this provision, the following shall apply:
  - (1) A Flight Attendant with a schedule conflict shall be eligible for preplotting subject to the provisions of this paragraph K. if his/her pay projection is below his/her monthly guarantee following the elimination of the schedule conflict as provided in paragraph I. of this Article.
  - (2) If eligible for pre-plotting, flight time credit from a Flight Attendant's carryover trip sequence shall be credited to a Flight Attendant's actual projection, not his/her schedule projection, for purposes of determining a Flight Attendant's applicable monthly limitation (No Option or Option I, as applicable).
- d. Ability to Pre-Plot Prior to the Beginning of the Contractual Month. An eligible Flight Attendant will be permitted to pre-plot an open trip sequence(s) prior to the beginning of the contractual month when such time has been released by the Company.
- e. Pre-Plotting Exceptions for Open Replacement Flight Attendants. Open Replacement Flight Attendants, as defined in C.2. of this Article, are subject to the preplotting restrictions detailed herein.
  - (1) The trip sequence to be pre-plotted may not originate before nor terminate after a period of availability (i.e., a single available day, or two (2) or more consecutive AVBL days), except to carry over into the following month.
  - (2) Pre-plotting a turn-around (single duty period) trip sequence onto a single (non-consecutive) day of availability, or pre-plotting multi-day sequences onto multiple (consecutive) days of availability will not be restricted except by qualification and legalities.
  - (3) Pre-plotting turn-around (single duty period) trip sequences onto multiple (consecutive) days of availability will be subject to the following:
    - (a) On a period of availability consisting of two (2) consecutive AVBL days, a Flight Attendant may pre-plot a turn-around trip sequence on either one or both AVBL days, beginning at 0001 on the fourth day prior to the period of availability.

Example: Flight Attendant is available on 8th and 9th. Beginning the 4th, s/he may pre-plot a turn-around sequence on the 8th and/or the 9th.

(b) On a period of availability consisting of three (3) or more consecutive AVBL days, a Flight Attendant may pre-plot a turn-around trip sequence on either the first or last available day of the period of availability beginning at 0001 on the fourth day prior to the period of availability.

Example: Flight Attendant is available on 8th, 9th, 10th and 11th. Beginning on the 4th, s/he may pre-plot a turn-around sequence on the 8th or the 11th.

#### 2. Limitations

- a. Pre-plotting shall be prohibited as of 0001 local base time, one (1) day prior to the scheduled departure of the first leg of the Open Time trip sequence.
- b. Crew Schedule may prohibit pre-plotting up to seventy-two (72) hours prior to the scheduled departure of the first leg of an Open Time trip sequence. In cases of operational necessity, pre-plotting may be prohibited for longer periods of time. The Company will notify the APFA in a timely manner, providing the reason for prohibiting pre-plotting.
- 3. Awarding Of "Pre-Plotted" Trip Sequence(s). Except as provided herein, pre-plotting shall be processed in accordance with Company procedures and may require the eligible Flight Attendant to notify Crew Schedule of the open time trip sequence(s) s/he is requesting to pre-plot.
  - a. Open time trip sequences shall be pre-plotted on a first come, first served basis in accordance with Company procedures.
  - b. When two or more requests are being processed simultaneously, seniority shall govern.

# 4. Computer Automation of Pre-Plotting

- a. Flight Attendants will be provided with an automated means of accessing and pre-plotting open trips.
- b. Upon request by the Flight Attendant, Crew Schedule will manually pre-plot open sequences when the automated system is unavailable. If two or more requests are received simultaneously for the same sequence, seniority will govern. This does not prohibit Crew Schedule from pre-plotting in accordance with paragraph C. of this Article.

## L. OPEN TIME - ORDER OF OPEN TIME COVERAGE

Open flying which exists at the beginning of the month, as well as open time which develops during the course of the month, shall be assigned/awarded, to the extent possible, to replacement Flight Attendants and regularly scheduled Flight Attendants who have obligations to fly open time. If a Flight Attendant's projection is at or above his/her applicable monthly maximum, following an involuntary loss of time, such Flight Attendant may, at his/her option, have converted to AVBL days, a number of days equal to the number of days contained in the original sequence. These AVBL days may be placed on any remaining days on the Flight Attendant's schedule so long as the Flight Attendant has sufficient duty-free periods and is otherwise legal. Such Flight Attendant can, in addition to receiving call-out pay, recover the original time lost plus one (1) hour. Crew Schedule will not involuntarily assign a Flight Attendant electing AVBL days pursuant to this paragraph to any trip sequence.

Open time may also be awarded through pre-plotting, in accordance with the provisions of paragraph K. of this Article, and through Trip Trading With Open Time, in accordance with Article 25. Requirements of the operation permitting, open flying which cannot be covered by these Flight Attendants shall be covered on a daily basis, in the follow order:

- 1. Flight Attendants whose names appear on the Make-Up List in order of seniority, provided there is no conflict with the balance of the month's flying, and the flying of the open trip sequence would not exceed the No-Option or Option I monthly limitation, as applicable.
- 2. Regularly scheduled Flight Attendants in order of seniority whose names appear on the Sick Time Make-Up List and then reserve Flight Attendants in order of seniority whose names appear on the Sick Time Make-Up List, at the option of the Company.
- \*3. Reserve Flight Attendants and/or regularly scheduled Flight Attendants exercising Option II in order of seniority and then reserve Flight Attendants exercising Limited Option II in order of seniority. Crew Schedule will determine on a day-to-day basis whether to allocate time flown under this step to reserve Flight Attendants or Option II Flight Attendants or a combination of reserve and Option II Flight Attendants.
- 4. Flight Attendants who are available and low on time, in reverse order of seniority, provided, however, there is no conflict with another flying assignment or a scheduled duty-free period.
- 5. A reserve Flight Attendant who is scheduled for a duty-free period may be assigned to a trip sequence provided, however, such trip sequence is scheduled to terminate at his/her home base no later than twelve (12) hours from the scheduled start of his/her duty-free period.
- \*\*6. Regularly scheduled Flight Attendants at the base in reverse order of seniority provided, however, there is no conflict with his/her scheduled duty-free period.
  - \*\*7. Reserve Flight Attendants on a scheduled duty-free period.
- \*\*\*8. Regularly scheduled Flight Attendants on a duty-free period, in reverse order of seniority.

\*The Company shall notify the APFA when it begins assigning Domestic trip sequence(s) to International Reserves. Such assignments shall not occur unless necessary to maintain the Domestic Operation in accordance with Appendix I., Article 10.A.3. Crew Schedule shall provide an explanation of the reason(s) for using an International Reserve(s) on Domestic when requested by the APFA.

\*\*The Company shall notify the APFA when steps six (6), seven (7), and/or eight (8), have been reached.

\*\*\*The Base Manager will make every attempt to contact the local APFA Chairperson when a staffing shortage exists, i.e., when it is necessary to assign trips to regularly scheduled Flight Attendants who are on a scheduled duty-free period.

## M. "CHASE" FLIGHT ATTENDANTS

Each base shall recruit and maintain a list of qualified Flight Attendants to "chase" a new or inexperienced Purser or galley Flight Attendant. Base staffing permitting, the Flight Attendant may be removed from schedule to perform the "chase".

1. New or inexperienced Purser or galley Flight Attendants may request a "chase" and may be granted a "chase" at the option of the Company.

- 2. The Company will proffer "chase" assignments in seniority order by using a list of qualified "chase" Flight Attendants. A "chase" Flight Attendant will not be proffered subsequent "chase" trips until other Flight Attendants on the "chase" assignment list are proffered "chase" assignments.
- 3. When a Flight Attendant performs "chase" duties during scheduled days off, pay (no credit) shall be remitted for the trip or trips involved in the "chase" activities.
- 4. If it becomes necessary to remove a Flight Attendant from a regularly scheduled trip sequence for a "chase" assignment, and if the "chase" Flight Attendant volunteers to do so, s/he will be paid and credited for the trip or trips involved in the "chase" activities, or the trip sequence from which s/he was removed, whichever is greater.
- 5. Expense monies in the prior two categories shall be remitted in accordance with Article 4.A. of this Agreement "...prorated to the nearest minute, from the reporting time as set forth in Article 7.L. through the debriefing period following the trip that returns the Flight Attendant to his/her home base station".
- 6. If it becomes necessary to remove a Flight Attendant from reserve duty for a "chase" assignment, pay and credit and trip expenses will be remitted for the trip or trips involved in the "chase" activities.
  - 7. "Chase" Flight Attendants will receive all contractually required legal rest.
- 8. Voluntary Galley Proficiency Training will be offered to Flight Attendants on a first come/first serve basis on days off only, without the need for trip removals. A Flight Attendant may attend more than one (1) Voluntary Galley Proficiency Training session, however, the Company will only pay for one (1) such Voluntary Galley Proficiency Training session in accordance with Article 3.H.2. If necessary, as determined by the Company, Flight Attendants attending Voluntary Galley Proficiency Training will also receive room, board, A-12 round trip travel and ground transportation; however, the Company will only provide room, board, A-12 round trip travel and ground transportation for one (1) such Voluntary Galley Proficiency Training session.

## N. NOTIFICATION OF DELAY

When a Flight Attendant's originating trip of the day is delayed and s/he is notified of this delay prior to leaving for the airport, his/her duty day begins at his/her rescheduled report time. If Crew Schedule is unable to reach the Flight Attendant before s/he departs for the field, and s/he reports for the original departure time, his/her duty day begins at the originally scheduled report time. However, if the call is placed by Crew Schedule three (3) hours or more prior to the originally scheduled departure time and the Flight Attendant cannot be contacted, s/he will be considered notified. Crew Schedule will use its best efforts to notify a Flight Attendant affected by a delay as soon as practicable after Crew Schedule becomes aware of the delay.

# O. RESCHEDULING

Rescheduling can occur as the result of irregular operations due to weather delays, equipment delays, cancellations, crew shortages and misconnections. In the event of irregular operations, Flight Attendants who are assigned together will, to the extent possible, be kept together. If a cabin crew is to be split due to reschedule, a reserve, if a member of the crew, should be rescheduled prior to a regularly scheduled crew member.

# P. MISCONNECTION/ ILLEGALITY/CANCELLATION (MIC)

1. Mid-Sequence. A misconnection, illegality, or cancellation (MIC) during the course of a trip sequence shall have no impact on a Flight Attendant's monthly guarantee and the Flight

Attendant shall have no obligation following his/her return to base; provided, however, that prior to his/her return to base, s/he may be deadheaded or rescheduled as determined by Crew Schedule.

- 2. Sequence Origination Other Than the Last Trip of the Month. When a regularly scheduled Flight Attendant's originating flight has a misconnect, illegality or cancellation (MIC) at trip sequence origination, excluding schedule conflict and the last trip of the month, such Flight Attendant shall contact Crew Schedule to determine if s/he shall be assigned/rescheduled or held available for further duty in accordance with 2.a. through d. below or released in accordance with 2.e. below. Crew Schedule may:
  - a. Require him/her to deadhead to cover his/her return flight.
  - b. Assign him/her to airport availability duty.
  - c. Reschedule him/her to another trip or trip sequence.
  - d. Hold him/her available for further duty on all days originally scheduled to fly. A Flight Attendant who is held available for further duty shall be obligated to maintain contact with Crew Schedule on each day prior to a day s/he was originally scheduled to fly during a four (4) hour period specified by Crew Schedule. If, on such day, the Flight Attendant is on a duty-free period during the daily Crew Schedule contact period and voluntary contact is not made, it is mandatory that such Flight Attendant contact Crew Schedule as soon as the duty-free period is over. If the MIC occurs after the specified call- in period, Crew Schedule may designate an earlier call-in period for the next day.
    - e. Release him/her from duty as provided for in paragraphs 3. and 4. below.

The Flight Attendant may not at his/her request deadhead to cover his/her return trip, if this will cause a double deadhead.

Once the MIC has occurred, a Flight Attendant may not move his/her duty-free period(s) or schedule a non-flying assignment onto a day legally available for assignment, as provided in this paragraph P., without Crew Schedule approval until such time as s/he has fulfilled his/her obligation as provided herein.

- 3. Assignments Resulting From A MIC Trip Sequence During The First Twenty-Five (25) Or Twenty-Six (26) Days Of The Month. The following shall apply to the assignment of a regularly scheduled Flight Attendant pursuant to paragraphs 2.a. through d. above, as a result of a MIC during the first twenty-five (25) or twenty-six (26) days of a month (depending on the length of the contractual month):
  - a. Such assignments must originate on the day(s) originally scheduled to fly, and may not create a conflict with a duty-free period or the balance of a Flight Attendant's schedule:
  - b. Such assignments may not exceed a Flight Attendant's monthly maximum, i.e., No Option or Option I, as applicable;
  - c. A Flight Attendant who is held available for further duty may be subject to multiple assignments which originate on days originally scheduled to fly. If a Flight Attendant's pay projection, excluding chase no-credit flying, is at or above his/her applicable monthly guarantee following an assignment(s) in accordance with paragraph 2. above, such Flight Attendant shall not be subject to further assignment/obligation under this paragraph P. In accordance with 9.L., such Flight Attendant may, at his/her option, have the remaining days originally scheduled to fly (DOSTF) converted to AVBL days. These AVBL days may be placed on any remaining days the Flight Attendant is not scheduled to fly except duty-free

periods. A Flight Attendant choosing to have the remaining DOSTF converted to AVBL days can recover the original time lost plus one (1) hour, excluding call out pay:

- d. Once the MIC has occurred, a Flight Attendant may not move his/her duty-free period(s) or schedule a non-flying assignment onto a day legally available for assignment, as provided in this paragraph P., without Crew Schedule approval until such time as s/he has fulfilled his/her obligation as provided herein; and
- e. A regularly scheduled Flight Attendant may, with Crew Schedule approval, access open time ("pre-plot") if eligible under the provisions of paragraph K. of this Article. Such pre-plotting may be in combination with other assignments pursuant to 2.a. through d. above.

A Flight Attendant shall have fulfilled and be released from his/her obligation under this paragraph P. if s/he has:

- (1) A pay projection at or above the applicable monthly guarantee (excluding chase no-credit flying) following such pre-plotting, or
- (2) Has pre-plotted trip sequence(s) which encompassed all remaining days originally scheduled to fly.
- (3) As an exception, a Flight Attendant whose pay projection is at or above his/her monthly maximum following an involuntary loss of time, may, at his/her option, have converted to AVBL days, a number of days equal to the number of days contained in the original sequence. These AVBL days may be placed on any remaining days on the Flight Attendant's schedule so long as the Flight Attendant has sufficient duty-free periods and is otherwise legal. Such Flight Attendant can in addition to receiving call-out pay, recover the original time lost plus one (1) hour.
- 4. Release From A MIC Trip Sequence During The First Twenty-Five (25) Or Twenty-Six (26) Days Of The Month. The following shall apply to the release of a regularly scheduled Flight Attendant, pursuant to paragraph 2.e. above, as a result of a MIC occurring the first twenty-five (25) or twenty-six (26) days of a month (depending on the length of the contractual month):
  - a. A Flight Attendant whose pay projection, excluding any chase no-credit flying, after taking into account the MIC, is at or above his/her applicable monthly guarantee, when released by Crew Schedule, shall have no further obligation, as provided for in this paragraph P; or
  - b. A Flight Attendant whose pay projection, excluding any chase no-credit flying, after taking into account the MIC, is below his/her applicable monthly guarantee when released by Crew Schedule, shall select from the following:
    - (1) S/he may elect to forego any additional obligation. In such event, the trip sequence missed due to the MIC (the "MIC trip sequence") will be treated as a trip trade down in hours for purposes of guarantee reduction and the Flight Attendant shall have his/her guarantee reduced to equal the new projection, as provided in Article 25.G. However, such Flight Attendant shall be eligible to access open time ("pre-plot"), in accordance with paragraph K. of this Article, and/or trip trade with open time or another Flight Attendant, in accordance with Article 25.A. and C. of this Agreement, up to his/her monthly maximum, i.e., No Option or Option I, as applicable; or

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- (2) S/he may elect to protect his/her applicable monthly guarantee, or reduced guarantee (if the Flight Attendant has reduced his/her guarantee prior to the MIC through a previous guarantee adjustment), by incurring a "comparable day(s)" obligation in accordance with the provisions of paragraph 5. below.
- 5. Release: Comparable Days/Protection Of Monthly Guarantee Or Reduced Guarantee. If released by Crew Schedule, a Flight Attendant may protect his/her monthly guarantee (or reduced guarantee if such Flight Attendant has reduced his/her guarantee through a previous guarantee adjustment) by agreeing to make him/herself available for assignment on a pre-determined number of unscheduled days off during the remainder of the contractual month ("Comparable Days"), as described herein:
  - a. The Company shall designate the comparable day(s); however, the Company shall attempt to honor Flight Attendant preferences for a designated comparable day(s), whenever possible. A Flight Attendant whose preference for a comparable day(s) is not honored may elect to forego his/her comparable day(s) obligation as provided herein and be released with no further obligation, under this paragraph P., with the hours lost treated as a trip trade down in time.
  - b. The number of Comparable Days required for monthly guarantee protection shall be equal to the number of calendar days contained within the MIC trip sequence, except that:
    - (1) If a Flight Attendant is notified of a MIC after reporting for duty, the comparable day(s) obligation shall be one (1) less day than the number of calendar days contained within the MIC trip sequence.
    - (2) In cases of an overfly which causes an illegality removal due to a direct conflict, the comparable day(s) obligation will be equal to the number of calendar days of the MIC trip sequence less any day(s) of overfly flown into a day(s) of the MIC trip sequence.
    - (3) If a Flight Attendant's monthly activity record reflects fewer unscheduled days off remaining in the contractual month than the days obligated, then such Flight Attendant shall satisfy the comparable day(s) obligation by remaining available on all remaining unscheduled days off.
    - (4) If a Flight Attendant's monthly activity record reflects that s/he has no unscheduled days off for the remainder of the contractual month, s/he will be deemed to have satisfied his/her comparable day(s) obligation.
    - (5) A Flight Attendant with a comparable day(s) obligation shall maintain contact with Crew Schedule on each day prior to a comparable day during a four (4) hour period specified by Crew Schedule. If the Flight Attendant is on a duty-free period and contact is not made, the Flight Attendant must contact Crew Schedule as soon as the duty-free period is over. If a Flight Attendant's MIC occurs after the normal call-in window, the Company may designate an earlier call-in period for the next day to allow for an assignment for that next day. A Flight Attendant may be subject to multiple assignments up to the monthly maximums, i.e., No Option or Option I, as applicable, provided that such assignment does not conflict with a duty-free period or another trip sequence. Once such Flight Attendant has been assigned up to his/her applicable monthly guarantee, s/he shall have no further obligation to the Company.

- (6) Comparable day(s) shall be indicated on a Flight Attendant's monthly activity record; however, the Company shall not pre-plot trips onto such comparable day(s).
- (7) A Flight Attendant with a comparable day(s) obligation whose pay projection (excluding chase no-credit flying) is below his/her applicable monthly guarantee may, with Crew Schedule approval, pre-plot in accordance with Article 9.K. or Trip Trade with Open Time in accordance with Article 25 provided, s/he does not exceed his/her monthly maximums, i.e., No Option or Option I, as applicable. Such pre-plotted and/or Trip Trade with Open Time trip sequence may be in combination with a comparable day(s) to fulfill the original "comparable days" obligation day period. A Flight Attendant who satisfies the comparable day(s) obligation or whose pay projection is at or above his/her applicable guarantee following such pre-plotting and/or TTOT shall have no further obligation under this paragraph P.

# 6. Cancellation/Illegality Protection - Last Trip During The Last Five (5) Days Of The Month

- a. A regularly scheduled Flight Attendant whose last trip sequence (including a trip sequence obtained by make-up, Optional Exchange or Option II) on his/her trip selection is scheduled to originate during the last five (5) days of the contractual month, and as a result of a cancellation/illegality of all or part of such sequence, does no flying, shall be paid and credited on a scheduled basis for such trip sequence, provided such Flight Attendant attempts to recover the time lost through make-up flying request. To qualify for this cancellation/illegality protection, a Flight Attendant should make an effort to fly any trip sequence for which s/he is legal and available that originates up to eight (8) hours after the scheduled termination time of the original trip sequence that was cancelled or from the trip sequence such Flight Attendant was removed due to illegality.
- b. A Flight Attendant who declines the opportunity to make up a trip as provided in a. above, shall forfeit cancellation/illegality pay.
- c. A Flight Attendant who successfully makes up a trip, but in so doing is paid and credited with less time than was contained in the original cancelled/illegal trip sequence shall be paid and credited with the difference between the trip sequence flown and the trip sequence for which s/he was protected.
- d. Pay protection is limited to the hours scheduled to be flown during the contractual month in which the trip sequence was scheduled to originate.
- e. The make-up obligation/make-up flying shall not extend beyond the contractual month in which the cancellation/illegality occurred.
- f. The provisions of a. through e. above will also apply to those instances of cancellation or illegality on the originating leg of the trip sequence, at home base, co-terminal or satellite base, following a ground interruption. These provisions will also apply to an air interruption as defined in Article 8.B.2. This does not include trip sequence cancellation or illegality after the first flight leg.

## Q. CONSOLIDATION

When flights are consolidated, the Flight Attendants originally assigned to the surviving trip number will normally operate the flight. However, the nature of a specific trip pairing may dictate that the Flight Attendants from the "cancelled" flight operate the surviving trip.

## R. MOVE-UPS

When a trip assigned to an out-of base crew is uncovered due to the late arrival of the turnaround or layover crew, Flight Attendants should be moved-up as operational requirements dictate. Move-ups shall be considered reassignments.

## S. ILLEGALITY

- 1. When a late arrival or overflying causes a Flight Attendant to be illegal for his/her next scheduled trip sequence(s), s/he shall be subject to the provisions of paragraph P. of this Article.
- 2. An illegality shall include those instances of removal of a Flight Attendant from a flight due to either a lack of qualification and/or reduced manning requirement, as the result of a substitution of equipment.

# T. TRIPS MISSED-ASSUMED LEGALITY (PAPER LEGAL)

A Flight Attendant who is relieved from flying duties for a paid absence including, but not limited to, vacation, sick leave, training, jury duty, union leave, displacement, personal emergency, shall not assume the legality of the trip sequence(s) from which s/he is removed. However, a Flight Attendant shall be considered illegal and shall be removed from any trip in the following circumstances:

- 1. when there is a "direct conflict" between the two trip sequences, i.e., the second trip sequence is scheduled to depart prior to the scheduled arrival of the first; or
- 2. the amount of time between the scheduled arrival of the first trip sequence and the scheduled departure of the second trip sequence is less than the applicable report and debrief period combined.

## U. ASSIGNMENT OF OPEN PURSER POSITIONS

During the process of providing coverage for an open Purser position, should Crew Schedule be unable to fill the position prior to the assignment of a qualified Purser reserve, as provided in paragraph L.3. of this Article (Open Time - Order of Open Time Coverage), the following procedures shall apply:

- 1. If one (1) or more qualified Purser(s) are working such trip sequence and have indicated a desire to be assigned the Purser position should it become available, the open Purser position shall be assigned to the most senior such Purser except:
  - a. When the open Purser position is on a trip sequence that requires a foreign language qualified Flight Attendant(s) and
    - (1) one or more of the qualified Purser(s) on the trip sequence have indicated a desire to be assigned the open Purser position and
    - (2) the most senior such Purser(s) also possess(es) the required foreign language qualification.
  - b. In such event, Crew Schedule may determine that the senior foreign language qualified Purser(s) is needed for his/her language qualification and shall award the open Purser position to the next most senior qualified Purser who is not needed for his/her foreign language qualification.

- 2. In the event that the provisions of paragraph 1. above fail to provide a qualified Purser for an open Purser position, time and operational needs permitting, Crew Schedule may:
  - a. Assign the open Purser position to a Purser reserve and/or regularly scheduled Purser exercising Option II in order of seniority and then a Purser reserve exercising Limited Option II in order of seniority. Crew Schedule will determine on a day to day basis whether to allocate time flown under this step to Purser reserves or Option II Pursers, or a combination of Purser reserves and Option II Pursers; or
  - b. If there is an open Purser position on a trip sequence and there are qualified Pursers on that trip sequence who have not indicated a desire to be assigned the Purser position should it become available, the most junior Purser qualified Flight Attendant may be assigned the open Purser position unless it is determined that s/he is needed for his/her language qualification; or
  - c. Provide coverage for the open Purser position as provided in the balance of this Article, including reassignment of a Purser; or
- 3. In the event the procedures of paragraphs 1. and 2. herein have not resulted in the assignment of a qualified Purser to the open position, Crew Schedule may, based on operational requirements, elect to fill such Purser position without regard to the required foreign language qualification. In such case, Crew Schedule shall assign the open Purser position to the most senior language qualified Purser who has indicated a desire to be assigned the Purser position should it become available.
- 4. In the event the above procedures have not resulted in the assignment of a qualified Purser to the open position, the Purser position shall be filled either by proffering the open position to the cabin crew in seniority order or by using the procedures of Open Time as provided in this Article, irrespective of the Purser qualification.

## V. TRIP SELECTION/GUARANTEE ADJUSTMENT

- 1. A Flight Attendant who has not exercised the provisions of Article 7.C. or 7.D. and who becomes over-projected as a result of flying a trip sequence which originates in one (1) month and terminates in the subsequent month, or as a result of overflying within a contractual month, will have such over-projection handled in the following manner:
  - a. The Flight Attendant will be notified of such over-projection as soon as possible after such over-projection becomes known.
  - b. The Flight Attendant may, at the time of notification of such over-projection, elect to invoke the provisions of Article 7.C. and complete the trip selection for that month.
  - c Should a Flight Attendant in paragraph a. above, elect not to invoke the provisions of Article 7.C., such Flight Attendant shall have his/her schedule adjusted to bring such trip selection projection below the applicable monthly maximum.
  - d. If as a result of a trip removal as described in paragraph c. above, a Flight Attendant is projected at sixty-nine hours fifty-nine minutes (69:59) or below, such Flight Attendant's minimum guarantee of seventy hours (70:00) shall not be further reduced as a result of such trip removal.
  - 2. a. AVBL days may be pre-plotted on the monthly trip selections (bid sheet) scheduled for seventy hours (70:00) or less on the basis of one (1) AVBL day for each four hours ten minutes (4:10) or any portion thereof below seventy hours one minute (70:01).

- b. Flight Attendants may exercise the provisions of Article 9.L.1. and satisfy the requirement for AVBL days in advance of the AVBL days pre-plotted on the trip selection.
- c. Fly through time or overflying within the month resulting in a projection in excess of the formula provided for in paragraph 2.a. above shall satisfy the requirement for AVBL days pre-plotted on that trip selection.

# **ARTICLE 10 - RESERVE**

#### A. DEFINITION

- 1. A reserve Flight Attendant is one who does not hold a regular flying assignment and whose function is to be available to back up regular schedules and to perform any open and/or reserve flying not flown by regularly assigned Flight Attendants. Reserve flying assignments are made up in accordance with the number of reserves required by the base. Each month, reserve selections containing pre-planned duty-free periods, as provided in paragraph F. of this Article, shall be offered for bid at every base.
- 2. Reserve Flight Attendants have no choice in assignment to specific trips. Crew Schedule will assign trips as they develop and the necessity to cover such trips arises. Reserve assignments will be made in "time accrued" order (i.e., Flight Attendants will be assigned in order of lowest accrued flight time pay and credit to highest accrued flight time pay and credit for which s/he is legal and available to fly) as provided in paragraphs H., K., and L. of this Article.

## B. MONTHLY MAXIMUM/GUARANTEE

- 1. Eighty-five (85) credit hours shall constitute the monthly maximum for a reserve Flight Attendant.
- 2. A reserve Flight Attendant shall be guaranteed five (5) hours of incentive pay in addition to seventy (70) hours of base pay for the month, provided that when a Flight Attendant is in a non-pay status during the month, such five (5) hours incentive pay shall be reduced by fifteen (15) minutes for each day in such non-pay reserve status.

#### C. DETERMINING COMPLIANCE WITH THE MONTHLY MAXIMUM

- 1. Monthly Credit Maximum Based On Scheduled Flight Time Or Actual Flight Time. For determining compliance with the monthly credit maximum provided for in B. above, scheduled flight time or actual flight time, whichever is greater on a leg-by-leg basis, will be used.
- 2. Last Scheduled Trip Of The Month. For purposes of compliance with the monthly maximum, a reserve Flight Attendant will be considered legal to fly her/his last scheduled trip or trip pairing of the month, if prior to departure from her/his home base station on such last trip or trip pairing, her/his previous total flight time credit for the month when added to the scheduled flight time plus credited time as provided in Article 8 of this Agreement of such last trip or trip pairing within the contractual month, produces a total which does not exceed her/his monthly maximum of eighty-five (85) hours. Having once embarked on such last trip or trip pairing, such Flight Attendant will be considered legal to fly and complete her/his scheduled assignment.
- 3. Limited Option II And Optional Exchange. Flight time credit earned under the provisions of Limited Option II and/or OE will not apply towards the reserve monthly maximum, however flight time pay earned under said provisions will apply against the applicable reserve guarantee.
- 4. **Limited Option II And Sick Make-Up.** Flight time credit earned from a trip sequence relinquished under the provisions of D.2.a. below will apply towards the reserve monthly maximum.

#### D. RESERVE - SUPPLEMENTAL FLYING

# 1. Limited Option II and Sick Make-Up

a. A reserve Flight Attendant may exercise a Limited Option II and/or may perform Sick Make-Up flying under the provisions of the Order of Open Time Coverage

(Article 9.L.) relinquishing a duty-free period(s) in order to fly an open trip. Trips flown under this provision must be scheduled to terminate at the Flight Attendant's home base no later than 1145 local base time the day prior to a day of reserve obligation.

- b. A reserve Flight Attendant desiring to perform Limited Option II and/or Sick Make-Up will indicate her/his desire to do so by placing her/his name on the Option II List and/or Sick Make-Up List, maintained at each base, and indicate the dates of the duty-free period(s) on which s/he desires such flying. A reserve Flight Attendant proffered an Option II and/or Sick Make-Up trip is under no obligation to accept the assignment. Crew Schedule need make only one attempt to contact the reserve Flight Attendant on the Option II List and/or Sick Make-Up List. If no contact can be established, the trip may be proffered to the next name on the Option II List and/or Sick Make-Up List or otherwise handled as open time.
- c. Option II and/or Sick Make-Up flying (including Limited Option II) may be afforded to both regular and reserve Flight Attendants in their respective seniority order.
- d. For trips flown as Sick Make-Up under the provisions of 1. above, sick leave accrual will be restored to the extent of the number of hours flown. The number of hours that may be flown on Sick Make-Up will not exceed the number of hours used on paid sick leave since the time of original employment. The opportunity to make-up sick time will not be limited to the month(s) in which the sick instance occurred.

# 2. Optional Exchange (OR)

- a. A reserve Flight Attendant may exercise the provisions of Article 25.B.1., Optional Exchange, to relinquish a trip sequence to another Flight Attendant through Optional Exchange (OR).
  - (1) A reserve Flight Attendant relinquishing a trip sequence through Optional Exchange (OR) will be credited, unpaid for the scheduled hours of the trip sequence relinquished.
  - (2) All legalities related to the dropped trip sequence will be assumed, as if flown.
  - (3) The Company will provide a means of waiving, at Flight Attendant option, the Rest Period At Home Base provisions of Article 7.L. following a trip sequence relinquished through Optional Exchange (OR).
- b. A reserve Flight Attendant may exercise the provisions of Article 25.B.2., Optional Exchange, and accept a trip sequence from another Flight Attendant, by relinquishing a duty-free period(s) in order to fly the trip. A trip sequence flown under this provision must be scheduled to terminate at the Flight Attendant's home base no later than 1145 local base time the day prior to a day of reserve obligation.
- 3. Flight Time Pay and Flight Time Credit. Flight time credit earned under the provisions of Limited Option II and/or OE will not apply toward the reserve monthly maximum, however flight time pay earned under said provisions will apply against the applicable reserve guarantee.
- **4. Monthly Maximum Met or Exceeded.** A reserve Flight Attendant at or above his/her monthly maximum will be released from his/her reserve obligation and shall be considered as a regularly scheduled Flight Attendant for all purposes.

### 5. Less Than Average Day

- a. A reserve Flight Attendant with less than the "average day" reserve obligation who is scheduled for a duty-free period on the last day of the contractual month will be released from his/her reserve obligation for the month and will be considered a regularly scheduled Flight Attendant for all purposes.
- b. A reserve Flight Attendant with less than the "average day" reserve obligation who is not scheduled for a duty-free period on the last day of the contractual month will be released subject to assignment on the last day of the contractual month. At the point of release, such reserve is a regularly scheduled Flight Attendant for purposes of Option II or Sick Make-Up or Optional Exchange flying on the day(s) of release and/or duty-free periods relinquished in accordance with paragraph 6. below.
- c. "Average day," for purposes of paragraphs a. and b. above, will be as outlined in Article 8.A.2. Average day will not refer to the duty period minimum.
- 6. Limitation: Limited Option II, Sick Make-Up, Optional Exchange. A reserve Flight Attendant will be limited to relinquishing no more than four (4) twenty-four (24) hour duty-free period(s) for purposes of performing singularly or in combination, Limited Option II, Sick Make-Up and/or Optional Exchange flying. No more than two (2) of these twenty-four (24) hour duty-free period(s) may be used for the purpose of performing Sick Make-Up flying.

# E. HOURS OF SERVICE

The provisions of Article 7 shall apply in regard to:

- 1. Flight Time Limitations-Article 7.H.
- 2. Seven Day Limitations-Article 7.I.
- 3. Duty Aloft-Article 7.J.
- 4. On-Duty Limitations-Article 7.K.
- 5. On-Duty Periods/Rest Periods-Article 7.L.
- 6. Request to Exceed On-Duty Limitation for Deadhead-Article 7.M.
- 7. Call-Out Limitation-Article 7.R.
- 8. Termination at Co-Terminal-Article 7.T.

# F. DUTY-FREE PERIODS

- 1. General. A reserve Flight Attendant will receive twelve (12) periods of twenty-four (24) consecutive hours free from all duty with the Company at his/her home base station during each contractual month, one of which will be "movable" at Company option, in accordance with the provisions of F.7.b. below. These duty-free periods will be joined into blocks of two (2) or more duty-free periods comprised of twenty-four (24) consecutive hours each. Reserve lines will be comprised of "patterns" of blocks of duty-free periods and periods of reserve obligation. A pattern of duty-free periods shall consist of either three (3) blocks of duty-free periods or four (4) blocks of duty-free periods. Both types of patterns of duty-free periods shall be offered on each base bid sheet.
- 2. Minimum Pattern of Duty-Free Periods. The minimum amount of each pattern of duty-free periods that will be offered on each base bid sheet will be twenty percent (20%).
- 3. Four (4) Blocks of Duty-Free Periods. In any reserve line consisting of four (4) blocks of duty-free periods:
  - a. the number of consecutive days of reserve obligation in that pattern will not exceed five (5).

- b. a minimum of thirty-three percent (33%) of such lines will consist of four (4) 72-hour blocks of duty-free periods.
- 4. Three (3) Blocks of Duty-Free Periods. In any reserve line consisting of three (3) blocks of duty-free periods, the number of consecutive days of reserve obligation in that pattern will not exceed six (6).
- 5. Base Exceptions. The Company and the APFA may mutually agree to exceptions to sub-paragraphs 2., 3. and 4. above, according to the needs of an individual base and limited to the reserve lines at that base. Any such agreement will be renewable and limited in duration to one (1) year.
- 6. Percentage of Selections with First/Last Day Off. Bases with reserve lists of fifty (50) Flight Attendants or more will have ten percent (10%) of the reserve days off selections scheduled with the first and/or last days of the month off.

# 7. Pre-Planned Duty-Free Periods

**a. General.** The scheduled duty-free periods provided in F. 1. above shall be preplanned and indicated on the monthly selection sheet and shall be separated by not less than twenty-four (24) hours of reserve obligation.

# b. Movable Duty-Free Periods

- (1) A movable duty-free period will be identified as such on the bidsheet and on the Flight Attendant's monthly activity record.
- (2) A movable duty-free period will be scheduled to adjoin a block of consecutive duty-free periods of at least forty-eight (48) hours as either the first or last day of that group of duty-free periods.
- (3) Once a duty-free period block has begun, the movable duty-free period may not be added to or removed from such duty-free period block.
- (4) If the movable duty-free period is to be added to or removed from a duty-free period block, a Flight Attendant will be provided notice at least twelve (12) hours prior to the start of such duty-free period block.
- (5) Once moved, such movable duty-free period may or may not be joined with any other duty-free period block.
- (6) The movable duty-free period may only be moved one (1) time per contractual month.
- **8. Midnight to Midnight Duty-Free Periods.** Flight Attendants assigned to reserve will be given definite assigned duty-free periods running from midnight to midnight unless otherwise designated by the local base.
- 9. Change in Status at End of Month: Reserve to Regular Scheduled. A reserve Flight Attendant who is to change status to regular schedule in the following month and who flies into the first regularly scheduled duty-free period of the new month will commence his/her rescheduled duty-free period fifteen (15) minutes after arrival, provided there is sufficient time before the next scheduled trip departure. If there is inadequate time before the next trip departure, the duty-free period will be rescheduled later in the new month.

- 10. Change in Status at End of Month: Regular Scheduled to Reserve. A regularly scheduled Flight Attendant who flies into a new month and in doing so disrupts a reserve duty-free period will be given the required off-duty break of twelve (12) hours and then commence the rescheduled duty-free period.
- 11. Contact with Company: Rest Periods/Duty-Free Periods/Vacation. The Company will use its best efforts to avoid contacting a reserve Flight Attendant on a legal rest period between the hours of 2300 and 0600. No reserve Flight Attendant shall be required to keep the Company advised of his/her whereabouts during the off-duty periods as provided for herein, or during the period while on scheduled vacation.

# G. RESCHEDULING OF DUTY-FREE PERIODS

- 1. Termination of Trip Sequence Twelve (12) Hours into Start of Scheduled Duty-Free Period. Subject to the provisions of Article 9.L.5., a reserve Flight Attendant may elect or may be required by the Company to change any scheduled duty-free period prospectively, providing that such reserve Flight Attendant is scheduled to fly sequence a trip that is scheduled to terminate at his/her home base station no later than twelve (12) hours from the scheduled start of his/her duty-free period. A reserve Flight Attendant who is so scheduled and flies into such twelve (12) hour period shall have his/her required off-duty rest break and then commence a duty-free period equal to that for which s/he was originally scheduled.
- 2. Rescheduling Due to Inadequate Coverage. In the event that the provisions of Article 9.L., Order of Open Time, do not provide the required coverage at a base to protect the Company's operation and other means of protection which are normally used have been exhausted, any reserve Flight Attendant may have his/her duty-free period changed and such duty-free period must be rescheduled prospectively.
- 3. **Prospective Rescheduling.** The rescheduling of a duty-free period may be prospectively joined with another duty-free period, or scheduled separately.
- 4. Rescheduling of Duty-Free Period for Purpose of Attending Training With Consent of Flight Attendant. The Company may, with the consent of the reserve Flight Attendant, change one (1) or more duty-free period(s) prospectively for the purpose of assigning such Flight Attendant to training.
- 5. **Move-Up of Duty-Free Periods.** Definition: A move-up of a duty-free period is the rescheduling of a duty-free period that is scheduled to be taken later in the month to a date that is still prospective but earlier in the reserve month.
  - a. The Company will make known to Flight Attendants serving reserve the manner in which requests to move-up a duty-free period should be submitted.
  - b. A move-up of a duty-free period may be requested in increments of twenty-four (24) consecutive hours only, consistent with the start and end time of duty-free periods established at the local base.
  - c. With the consent of the Flight Attendant, the Company may reschedule one (1) or more duty-free periods prospectively.
  - d. Operational needs permitting, reserve Flight Attendants' requests for moveups will be awarded from among those Flight Attendants having requests on file at the specific time such requests are to be processed each day. For the purposes of awarding a move-up request, all Flight Attendants serving reserve at the base will be combined into a single seniority list according to the particular day requested for move-up, and requests will be awarded in seniority order.

- e. A request to move up a duty-free period will be granted, and the reserve Flight Attendant notified, not later than a time to be mutually determined by the Company and the APFA on the day prior to the date for which the request is being made. The Company may grant requests to move-up a duty-free period in advance of the established award time.
- f. If granted, the reserve day of obligation displaced by the moved up duty-free period will be rescheduled to the date of the duty-free period which was moved up.
- g. The rescheduled duty-free period may be prospectively joined to another duty-free period, or scheduled separately.
- h. A Flight Attendant may be denied a request to move-up a duty-free period if such move would create a period of reserve obligated days of seven (7) or more consecutive days.
- 6. Trading of Duty-Free Periods. Reserves will be allowed to trade with other reserves equal numbers of duty-free periods under the following conditions:
  - a. The trade is submitted to the Company as soon as possible, but no later than three (3) days prior to the first day involved in the trade.
  - b. Extraordinary circumstances notwithstanding, eligible trades will be processed by the Company as soon as practicable, but no later than the earlier of five (5) calendar days after submission of the trade or twenty-four (24) hours prior to the first day involved in the trade.
  - c. Trading of a duty-free period(s) will be permitted between two (2) Flight Attendants within the same division only.
  - d. The trade does not create a period of consecutive reserve obligated days of seven (7) or more, or less than four (4).
  - e. The trade may only be submitted by either of the two Flight Attendants involved in the trade.
  - f. Flight Attendants may not submit a trade that is contingent upon any other trade.
    - g. Duty-free periods may not be traded into or out of any planned absence(s).
  - h. A Flight Attendant may trade a movable duty-free period if it has been moved.
- 7. **Movable Duty-Free Period.** Any voluntary act by a Flight Attendant which alters his/her duty-free periods has no effect on the Company's ability to move a Movable Duty-Free Period pursuant to Article 10.F.7.b. above.

# H. OPERATION OF RESERVE LIST

1. Beginning of the Month - First In/First Out. When the reserve list is prepared at the beginning of the month, the first in/first out principle will be used. The number one available Flight Attendant will be the Flight Attendant whose period of inactivity (including required rest periods, duty-free periods, vacation, sick and other days of unavailability) since his/her last arrival at the base station is the longest. S/he is followed, in order, by those Flight Attendants whose arrivals followed his/hers. If two (2) Flight Attendants have the same arrival time, the senior Flight Attendant will be used first. For purposes of determining first in/first out position, only actual flying assignments are to

be considered. Assignments to training, special assignments and other assignments are not considered in determining a Flight Attendant's position on the list.

- 2. During the Month Time Accrued Reserve System (TARS). Once the month has begun, the following considerations will apply in the nightly preparation of the Flight Attendant reserve list for the next day's flying:
  - a. The Reserve List will be arranged in time accrued order.
  - b. All reserve assignments shall be made by computer in accordance with time accrued order except as otherwise provided in this Article.
  - c. When two (2) Flight Attendants have the same amount of time accrued, the flight assignment will be made on the basis of preference(s). If each Flight Attendant has either no preference or identical preferences, the first in/first out principle will be applied. If there is still no difference, the most senior Flight Attendant will be assigned first.
  - d. For purposes of assignments under the Time Accrued Assignment System, credited time for any planned absence, e.g., vacation, will not be considered until after the planned absence has occurred.
  - e. When a Flight Attendant is returning from an absence or removal of any kind, his/her relative position on the reserve list will be determined by his/her credited time accrued as of the date of his/her return.
  - f. Assignments to sick make-up and/or Limited Option II flying, and/or flying accomplished under the provisions of paragraph D.2.b. of this Article (Optional Exchange), will not change a Flight Attendant's relative position on the reserve list.
  - g. Hours credited for flying relinquished under the provisions of paragraph D.2.a. of this Article, Optional Exchange (OR drop) will be included in time accrued order for the purposes of determining a Flight Attendant's relative position on the reserve list.

#### I. RESERVE AVERAGE DAILY UTILIZATION

Reserve average daily utilization is an hourly figure reflecting the optimum average credited hours for a reserve Flight Attendant on a day-to-day basis. It is calculated at two hours forty-five minutes (2:45) per calendar day in a thirty (30) day contractual month, or two hours forty-minutes (2:40) per calendar day in a thirty-one (31) day contractual month. Unless otherwise mutually agreed, the reserve average daily utilization range is figured by applying a buffer of plus or minus three (3) hours to the reserve average daily utilization and is detailed in the chart below:

| Day of Contractual<br>Month | Utilization Range 30<br>Day Month 2:45<br>Avg. Day | Utilization Range 31<br>Day Month 2:40<br>Avg. Day |
|-----------------------------|--|--|
| 1                           | 0:00 - 5:45  | 0:00 - 5:40  |
| 2                           | 2:30 - 8:30  | 2:20 - 8:20  |
| 3                           | 5:15 - 11:15                                       | 5:00 - 11:00                                       |
| 4                           | 8:00 - 14:00                                       | 7:40 - 13:40                                       |
| 5                           | 10:45 - 16:45                                      | 10:20 - 16:20                                      |

| Day of Contractual<br>Month | Utilization Range 30<br>Day Month 2:45<br>Avg. Day | Utilization Range 31<br>Day Month 2:40<br>Avg. Day |
|-----------------------------|--|--|
| 6                           | 13:30 - 19:30                                      | 13:00 - 19:00                                      |
| 7                           | 16:15 - 22:15                                      | 15:40 - 21:40                                      |
| 8                           | 19:00 - 25:00                                      | 18:20 - 24:20                                      |
| 9                           | 21:45 - 27:45                                      | 21:00 - 27:00                                      |
| 10                          | 24:30 - 30:30                                      | 23:40 - 29:40                                      |
| 11                          | 27:15 - 33:15                                      | 26:20 - 32:20                                      |
| 12                          | 30:00 - 36:00                                      | 29:00 - 35:00                                      |
| 13                          | 32:45 - 38:45                                      | 31:40 - 37:40                                      |
| 14                          | 35:30 - 41:30                                      | 34:20 - 40:20                                      |
| 15                          | 38:15 - 44:15                                      | 37:00 - 43:00                                      |
| 16                          | 41:00 - 47:00                                      | 39:40 - 45:40                                      |
| 17                          | 43:45 -49:45                                       | 42:20 - 48:20                                      |
| 18                          | 46:30 - 52:30                                      | 45:00 - 51:00                                      |
| 19                          | 49:15 - 55:15                                      | 47:40 - 53:40                                      |
| 20                          | 52:00 - 58:00                                      | 50:20 - 56:20                                      |
| 21                          | 54:45 - 60:45                                      | 53:00 - 59:00                                      |
| 22                          | 57:30 - 63:30                                      | 55:40 - 61:40                                      |
| 23                          | 60:15 - 66:15                                      | 58:20 - 64:20                                      |
| 24                          | 63:00 - 69:00                                      | 61:00 - 67:00                                      |
| 25                          | 65:45 - 71:45                                      | 63:40 - 69:40                                      |
| 26                          | 68:30 - 74:30                                      | 66:20 - 72:20                                      |
| 27                          | 71:15 - 77:15                                      | 69:00 - 75:00                                      |
| 28                          | 74:00 - 80:00                                      | 71:40 - 77:40                                      |
| 29                          | 76:45 - 82:45                                      | 74:20 - 80:20                                      |
| 30                          | 79:30 - 85:00                                      | 77:00 - 83:00                                      |
| 31                          | N/A  | 79:40 - 85:00                                      |

# J. RESERVE PREFERENCES

1. **Assignment Preferences.** For the purposes of assignment in accordance with the provisions of Article 10.K., a reserve Flight Attendant may indicate one (1) or more of the following preferences:

- a. Co-Terminal. A trip or standby assignment at one or more co-terminals (at applicable bases) in order of priority.
- **b. Departure Time.** A trip departure time, or standby sign-in time, which falls within a designated AM or PM window.
  - **c. Trip Duration.** A trip of a specific duration (1,2,3 or more days).
  - d. Layover City. A desired layover city or cities.
- **e. Additional or Expanded Preferences.** The Company and the APFA may mutually agree upon additional or expanded preferences.
- 2. Ready Reserve Preferences. For the purposes of assignment to Ready Reserve in accordance with the provisions of Article 10.L. or assignment to a sequence while on Ready Reserve Status, a reserve Flight Attendant may indicate one (1) or more of the following preferences:
  - a. Long Call Ready Reserve. A Flight Attendant assigned Long Call Ready Reserve will not be assigned to a trip sequence which signs in prior to 1200, local base time.
  - **b. Short Call-Out.** A willingness to be contacted out of time accrued order for the purpose of assignment to a trip sequence which departs in less than two (2) hours. A Short Call-Out preference can be to a specific co-terminal.
  - **c. Duty-Free Slide.** A willingness to be contacted out of time accrued order for the purpose of assignment to a trip sequence which would cause a conflict with a planned duty-free period as permitted under the provisions of Article 9.L.
  - **d.** Release Assignment. Reserves may be given release assignments for a stipulated period of time, depending on the requirements of the Company.

# K. RESERVE ASSIGNMENTS - CALL-IN COVERAGE

Call-In Coverage refers to those reserve assignments made for the following day and which are made known to reserve Flight Attendants via the automated method as provided in Article 10.N.

- 1. Assignments. All reserve assignments shall be made by computer in accordance with time accrued order except as otherwise provided in this Article. Upon contact with the Company, a reserve Flight Attendant will be advised that s/he has been given one (1) of the following reserve assignments:
  - a. Standby Assignment
  - b. Specific Trip Sequence
  - c. Ready Reserve Status Assignment
  - d. Long Call Ready Reserve Assignment
  - e. Release Assignment
- **2. Standby Assignment.** Standby reserve duty, as set out in Article 10.M., will be assigned first.
  - a. Crew Schedule will determine the number of standby assignments at a base (and/or its co-terminals), if any, and the specific combination of Flight Attendant qualifications required (e.g., equipment, service, language, days available, etc.).

- b. The Flight Attendant(s) with the lowest time accrued possessing the required qualification(s) will be assigned to standby reserve duty subject to the provisions of Article 10.M.
- c. A reserve Flight Attendant will not be involuntarily assigned, during any one month, to standby duty for a second time, until all other reserve Flight Attendants at the base who are legal and available for such assignment have been so assigned at least one time. Subsequent standby assignments shall be allocated among reserve Flight Attendants in the same manner. It will be the Flight Attendant's responsibility to inform Crew Schedule of the number of standby assignments held during the reserve month.
- d. In the event a Flight Attendant is qualified for two (2) or more standby assignments with the same requirements pursuant to a. above, and which differ only in signin time and/or co-terminal as applicable, the Flight Attendant will be assigned the standby which best meets her/his preferences as provided in J.1. a. and/or J.1.b. above, if any.
- **3. Specific Trip Sequence.** Following the assignment of standby, trip sequence assignments will be made to reserve Flight Attendants. A Flight Attendant will be assigned to a specific trip sequence based on the credited value of the trip sequence, or the Flight Attendant's preferences, or a combination of the two, according to her/his accrued hours compared to the average utilization as detailed in Article 10. I. above.

# a. Flight Attendants Outside Utilization Range

- (1) A reserve Flight Attendant whose accrued hours fall outside of the utilization range as detailed in Article 10. I. above will be assigned to the highest time trip sequence assignment for which s/he is legal and available.
- (2) If there are two (2) or more trip sequences of equal time which qualify as the highest time trip sequences, the Flight Attendant preference(s) as provided in Article 10.J.1. above, if any, will be considered when assignments are made.
- b. Flight Attendants "Within Range". A reserve Flight Attendant whose accrued hours fall within the utilization range as detailed in Article 10.1. above will be assigned the highest time trip sequence which meets his/her preferences as provided in Article 10.J.1. above, if any. If the Flight Attendant has not entered any preferences into the system, or if no trip sequence which meets his/her preferences is available, s/he will be assigned to the highest time trip still open.
- **4.** Ready Reserve Status/Long Call Reserve. Following the assignment of trip sequences, reserve Flight Attendants without assignment may be assigned to Ready Reserve Status or Long Call Ready Reserve, depending on manning needs as determined by Crew Schedule.
  - a. A Flight Attendant who is placed on "Ready Reserve Status" is required to be available on short notice. Depending upon the reserve Flight Attendant's relative position on the reserve list and the requirements of the Company, a Flight Attendant assigned to Ready Reserve Status may be released by Crew Schedule for a stated period of time at his/her request. Prior to undertaking any activity that would affect the Flight Attendant's ready reserve obligation, a Flight Attendant must have the approval of Crew Schedule. Crew

Schedule will set a time for the period of unavailability, and, at the end of this period, the Flight Attendant must return to Ready Reserve Status so as to be available for assignment.

- b. A Flight Attendant assigned to Ready Reserve Status may determine her/his relative position on the reserve list via a means provided by the Company, however, the provisions of a. above remain in force at all times.
- c. A reserve Flight Attendant who is placed on "Long Call Ready Reserve" is considered a Ready Reserve Flight Attendant but is required to be available for and will be obligated to fly any legal trip sequence which she/he is subsequently assigned and which signs in no earlier than 1200 local base time.
  - (1) Crew Schedule will determine the number of Long Call Ready assignments, if any.
  - (2) Long Call Ready assignments, if any, will be made in seniority order from among those reserve Flight Attendants placed on Ready Reserve Status and who have requested Long Call Ready as provided in Article 10.J.2.
  - (3) Notwithstanding (2) above, no Flight Attendant will be eligible nor assigned Long Call Ready who has only one (1) day of reserve obligation or planned absence.
  - (4) The Long Call Ready Flight Attendant is not required to maintain contact prior to 0800 local base time.
  - (5) All other provisions for Ready Reserve Flight Attendants, including a. and b. above, apply to Long Call Ready Reserve Flight Attendants.
- **5.** Release Assignment. Reserves may be given release assignments for a stipulated period of time, depending on the requirements of the Company. If release assignments are available, the Company will release reserve Flight Attendants with a preference for a release assignment on the basis of highest accrued time.
- 6. Override of Time Accrued Computer Assignment. Crew Schedule may override the time accrued computer assignment of reserve Flight Attendants only for reasons of qualification, and/or utilization as described below.
  - a. "Released for Qualifications/Availability". A reserve Flight Attendant may be bypassed for assignment and released because s/he is needed later in the month for reasons of availability or qualification. Such override shall be reflected on the Flight Attendant's monthly activity record and indicated when the Flight Attendant receives his/her assignment notification with the reason for the override, e.g., released for language qualification.
  - **b.** "Saved for Qualifications/Availability". A reserve Flight Attendant may be bypassed for a flying assignment and placed on Ready Reserve Status because s/he is needed because of a specific qualification or availability. Such override shall be reflected on the Flight Attendant's monthly activity record and indicated when the Flight Attendant receives his/her assignment notification with the reason for the override, e.g., saved for language qualification.
  - c. **Duty-Free Slide.** A reserve Flight Attendant may be assigned out of time accrued order in the event the operation requires an assignment of a Flight Attendant to a trip

sequence which would conflict with a planned duty-free period under the provisions of Article 9.L.5. or 7.

- (1) When assigning a Flight Attendant under the provisions of Article 9.L., the Company may assign the Flight Attendant with the lowest time accrued, who has indicated a preference for a duty-free slide as provided in Article 10. J.2. above.
- (2) If no Flight Attendants have indicated a preference for a duty-free slide, assignments under Article 9.L. will be made in normal time accrued order.
- **d. 24-in-7 Override**. A TARS override may be made to avoid a potential 24-in-7 conflict with the next month's flying in accordance with Article 7.I. of this Agreement.

#### L. READY COVERAGE

Ready Coverage refers to those reserve assignments made for the same day, or for the following day, to Flight Attendants assigned to Ready Reserve Status or Long Call Ready Reserve. All reserve assignments will be made by computer in Time Accrued Order except as modified in this paragraph, e.g., Overrides for reasons of qualification and/or utilization, and/or Flight Attendant standing preferences as defined herein.

- 1. Qualification/Utilization. A reserve Flight Attendant may be assigned out of time accrued order or bypassed for a flying assignment because s/he is needed because of a specific qualification or availability.
- 2. Long Call Ready. A reserve Flight Attendant may be bypassed for a flying assignment because of restricted availability according to her/his Long Call Ready status pursuant to Article 10. K.4.c. above.
- 3. Short Call Out. A Flight Attendant may be assigned out of time accrued order in the event the operation requires an assignment of a Flight Attendant to a trip sequence which is scheduled to depart in less than two (2) hours.
  - a. When assigning a Flight Attendant under this provision, the Company may make the assignment to the Flight Attendant with the lowest time accrued, who is otherwise legal and available and who has indicated a preference for a Short Call Out as provided in Article 10.J.2.b. above. In making such assignment to a Flight Attendant indicating a preference for a Short Call Out, the Company will consider the stated co-terminal preference(s), if any.
  - b. If there are no Flight Attendants who are legal and available who have indicated a preference for Short Call Out, such assignments will be made in normal Time Accrued Order.
  - 4. **Duty-Free Slide.** The provisions of Article 10.K.6.c. above will apply.

#### M. STANDBY RESERVE DUTY

- 1. Flight Time Pay and Credit Without a Specific Trip Assignment. A reserve Flight Attendant called to the airport without a specific flight assignment, to remain at the airport, in uniform, immediately available for flight duty (standby) who does no flying shall receive the greater of:
  - a. Five (5) hours of pay and flight time credit if s/he performs no flying, or;
  - b. Flight time pay and credit, as provided in Article 8.E. of this Agreement, from his/her report time continuing until s/he is released to begin his/her legal rest period.

- 2. Flight Time Pay and Credit With a Specific Trip Assignment. A reserve Flight Attendant called to the airport without a specific flight assignment, to remain at the airport, in uniform, immediately available for flight duty (standby) who is subsequently assigned to a trip sequence shall receive:
  - a. On-Duty Time, flight time pay only, as provided in Article 8.E. of this Agreement, for each minute of the standby duty from the standby report time until one hour (1:00), thirty minutes (:30) if deadheading, prior to the departure of the trip sequence; and
    - b. Flight time pay and flight time credit for flying performed.
- 3. Flight Time Pay and Credit in the Event of a Cancellation or Delay After Trip Sequence Assigned. A Flight Attendant who is assigned a trip sequence but does not fly such trip sequence due to a subsequent cancellation or delay shall be paid in accordance with M.1.above.
- 4. Maximum Standby Period Without a Specific Trip Assignment. A reserve standby Flight Attendant shall not be required to remain at the airport for a period in excess of six (6) hours without being given a flight assignment scheduled to depart within the six (6) hours.
- 5. Limitations on Standby Assignments. A reserve Flight Attendant will not be involuntarily assigned, during any one month, to standby duty for a second time, until all other reserve Flight Attendants at the base who are legal and available for such assignment have been so assigned at least one time. Subsequent standby assignments shall be allocated among reserve Flight Attendants in the same manner. It will be the Flight Attendant's responsibility to inform Crew Schedule of the number of standby assignments held during the reserve month.

#### N. RESERVE CALL-IN ASSIGNMENTS

Reserve Flight Attendants will be provided an automated method of obtaining and acknowledging reserve assignments. All reserve Flight Attendants will be required to call-in to the Company for assignment at a specified time each day (Company designated call-in period) prior to a day of reserve obligation, except as provided below for a Flight Attendant who is on a duty-free period, vacation or legal rest at home base station.

- 1. Designated Call-In Period. The designated call-in period will be determined by the requirements of the Company and will be made available to reserve Flight Attendants. The call-in period may vary by base as determined by the Company. Changes in a designated call-in period(s) will not occur without notification to the Flight Attendants at the affected bases and will be noted on the monthly allocation.
- 2. Confirmation of Assignment Off Duty Periods. The following will apply to a reserve who is on a duty-free period, vacation or legal rest at home base station during the entire designated call-in period and has elected not to call-in during such off duty period for assignment.
  - a. Legal Rest at Home Base Station. In the event the designated call-in period is entirely within a reserve Flight Attendant's legal rest period at home base station and such Flight Attendant has elected not to call-in for assignment during the designated call-in period s/he must contact the Company at the end of the on-duty period which triggered the legal rest period to advise the Company that s/he will accept his/her next reserve time accrued assignment. Should the Flight Attendant elect this option, s/he must contact Crew Schedule for assignment no later than immediately following the conclusion of his/her legal rest period. A Flight Attendant who has elected this option is not precluded from contacting the Company during the designated call-in period.
  - **b. Duty-Free Period/Vacation.** In the event the designated call-in period is entirely within a reserve Flight Attendant's duty-free period or vacation and such Flight Attendant has elected not to call-in for assignment during the designated call-in period, s/he

must confirm his/her next reserve assignment by contacting the Company no later than immediately following the conclusion of such period of unavailability.

c. Conclusion of All Off Duty Periods. A reserve Flight Attendant on an off duty period as provided for in paragraphs a. and b. above is responsible for his/her time accrued assignment(s). If such reserve Flight Attendant has not confirmed his/her next reserve assignment during the designated call-in period, s/he must contact the Company no later than immediately following the conclusion of such off duty period and be available for sign-in at the airport no earlier than one (1) hour following the conclusion of the off duty period, (two [2] hours prior to departure of the first leg of the trip sequence) unless agreement is reached between Crew Schedule and the Flight Attendant on an earlier report time. The Company may elect to waive the one (1) hour report time as provided in Article 7.L.

#### O. REQUIRED RETURN FROM VACATION

A reserve Flight Attendant will not be required to return from his/her vacation until the time when s/he is required to be available to Crew Schedule for reserve assignment.

#### P. ORDER OF OPEN TIME COVERAGE

The provisions of Article 9.L. will be applicable.

# Q. FLIGHT TIME PAY/CREDIT FOR TRIPS NOT FLOWN

For purposes of computing maximum monthly flight time limitations under this Article:

- 1. Paid Absences. A reserve Flight Attendant will receive four hours and ten minutes (4:10) pay and flight time credit in a thirty (30) day contractual month (three hours and fifty-six minutes [3:56] in a thirty-one [31] day contractual month) for each day of reserve obligation spent in paid meeting(s), paid classroom training, vacation, special assignment, union leaves, personal emergency, and paid sick leave.
- 2. Unpaid Absences. A reserve Flight Attendant will receive four hours and ten minutes (4:10) flight time credit in a thirty (30) day contractual month (three hours and fifty-six minutes [3:56] in a thirty-one [31] day contractual month) for each day of reserve obligation while on unpaid sick, personal leave, and suspension.

# R. PURSER/FOREIGN LANGUAGE DRAFTING PAY

A Flight Attendant who is drafted out of seniority to a trip selection or onto reserve due to his/her Purser/language qualification shall receive the monthly earnings of the trip selection or reserve hours flown or the trip selection denied, whichever is greater, in accordance with the provisions of Article 3.M. of this Agreement.

## S. RESERVE ROTATIONS

- 1. Regular Rotations. Each base maintains reserve duty records comprised of the junior Flight Attendants at the base. The number of Flight Attendants required to serve reserve is dependent upon the needs of the service, as determined by the Company.
  - a. Once having completed a full month of replacement, Flight Attendants will serve reserve on a one (1) month on/one (1) month off reserve rotation for a period of three (3) years. If needed as a reserve after this period, they will serve reserve on a one (1) month on/three (3) months off rotation.

- b. If additional Flight Attendants are required to stand reserve duty, they will be selected in reverse order of seniority. Their reserve duty will not exceed one (1) month on/three (3) months off.
- 2. Senior Bump. Seniority permitting, a Flight Attendant may change his/her assigned reserve month by bidding all reserve selections first (before regular selections) in a month that s/he would not be on the assigned reserve list. This procedure is known as "Senior Bump." When a Flight Attendant bids onto reserve out of regular rotation, it changes his/her future reserve cycle with one exception: Flight Attendants who are on reserve by their own choosing (bidding on) the same month they are on an approved vacation or PLOA have not fulfilled their reserve obligation.
  - a. When a Flight Attendant desires to initiate "Senior Bump", s/he must indicate such preference on his/her bid ballot.
  - b. Flight Attendant(s) who are planned on reserve but desire to be bumped off should bid a regular trip selection(s) and/or reserve selection(s). The Flight Attendant's desire will be honored only if there is a Flight Attendant who is desiring "Senior Bump" above or below his/her seniority who has not already bumped a more senior Flight Attendant off reserve.
  - c. Should the number of Flight Attendants desiring to bump onto reserve exceed the number of Flight Attendants desiring to bump off reserve, the junior Flight Attendant(s) may be displaced from the planned reserve list.
  - d. Flight Attendant(s) who are bumped off or are displaced from the planned reserve list will be considered available for the next month's reserve rotation.
- 3. Transfer: Effect on Rotation. If a Flight Attendant transfers to a base where his/her seniority places him/her in the reserve duty group, s/he will be scheduled on reserve the first full scheduling month that s/he is at the new base. Such assignment shall be irrespective of previous service as a reserve at the former base.

# 4. Vacation/PLOA: Effect on Reserve Rotation

- a. A Flight Attendant who is granted a vacation or approved leave of absence for part or all of the month during which s/he would normally be scheduled for active reserve duty will be considered as fulfilling his/her obligation for an entire month's service as an active reserve and will maintain his/her normal position in rotation. The above shall not apply to a Flight Attendant who bids reserve out of his/her regular rotation.
- b. No reserve Flight Attendant will be granted a personal leave, except in conjunction with his/her vacation, until all leaves have been granted to Flight Attendants with monthly flying assignments. Once these leaves have been granted and there is still an overage, reserve Flight Attendants may be granted a leave.

# T. RESERVE DAYS OFF SELECTION/BIDDING

Reserve days off selections will be posted for bid by reserve Flight Attendants at each base. Selections will indicate the duty-free periods, provided in paragraph F. of this Article. Unselected reserve assignments will be assigned in reverse order of seniority.

## U. ADDITIONS TO RESERVE LIST

1. If, because of a transfer, sick leave, personal leave, vacation or other extended absence, it is necessary to assign additional Flight Attendants to active reserve duty during the month, such additions will be made in accordance with the following:

- a. Flight Attendants who are displaced from reserve on original bid awards,
- b. Flight Attendants who bid off reserve,
- c. Flight Attendants who were alerted on the monthly trip selection of possible designation to reserve.
- 2. If a Flight Attendant is added to the active reserve list during the month and serves for only part of that month, the partial service will be considered as fulfilling his/her obligation for an entire month of reserve duty.

# V. RESCHEDULING/IRREGULAR OPERATIONS

If a cabin crew is to be split because of a reschedule and a reserve is a member of the crew, the reserve should be rescheduled prior to a regularly scheduled Flight Attendant.

#### W. MINIMUM PAY AND CREDIT

The provisions of Article 8 shall apply except as modified herein.

# X. MONTHLY ACTIVITY RECORD

A reserve Flight Attendant's monthly activity record shall reflect Specific Trip Sequence Assignments, Standby Assignments, Ready Reserve Status Assignments, Long Call Ready Reserve Assignment, Release Assignments and/or any overrides made by Crew Schedule.

## Y. "CHASE" FLIGHT ATTENDANT

- 1. At bases flying wide bodied equipment, reserves flying Purser and/or galley for the first time may request a "chase" and may be granted a "chase" at the option of the Company.
- 2. When a Flight Attendant performs "chase" duties during scheduled days off, pay (no credit) shall be remitted for the trip or trips involved in the "chase" assignment.
- 3. If it becomes necessary to remove a Flight Attendant from reserve duty for a "chase" assignment, pay, credit and trip expenses will be issued for the trip or trips involved in the "chase" assignment.

# Z. FLIGHT ATTENDANT MEETINGS/TRAINING

- 1. A Flight Attendant on the active reserve list is not excused from attendance at Flight Attendant meetings. S/he will be scheduled to attend the scheduled meetings on a day on which s/he is available and shall be in uniform ready for flight assignment.
- 2. A Flight Attendant on the active reserve list will have emergency procedure training pre-plotted on the backside of a duty-free period on the reserve selection. If necessary, such training assignments may be changed by the Company to meet the requirements of the operation. The Company will make every effort to change such assignments prospectively from the date originally scheduled.
- 3. Notice of mandatory meetings/training affecting specific reserve Flight Attendants shall be posted on the cover of the monthly trip selection.
- 4. Paragraph 3. above, will not apply should a Flight Attendant trigger training in any manner.

- 5. A Flight Attendant who attends a meeting/training and is subsequently assigned a trip shall, for purposes of on-duty limitations, be paid and credited from the start of the meeting/training.
- 6. A required training program, or a required service briefing before a trip shall be treated as an extension of the duty period.
  - 7. The provisions of Article 9.F.10.e. shall apply.

#### **ARTICLE 11 - LANGUAGE**

#### A. LANGUAGE LOCK-IN

A Flight Attendant who possesses a foreign language qualification and who is assigned or transfers to a base station which requires his/her qualification, may be required to remain at such base station for a period of six (6) months from the effective date of assignment, transfer or acquisition of such qualification.

#### B. LANGUAGE PAY

On a flight where a specific foreign language qualification is required by the Company, all Flight Attendants who possess such language qualification, and who are required by the Company, shall be paid in accordance with Article 3.N.

#### C. LANGUAGE ASSIGNMENT

- 1. The maximum number of required foreign language qualified Flight Attendants will be as follows:
  - a. On a single aisle aircraft the maximum number of required foreign language Flight Attendants will be one (1).
  - b. On dual aisle aircraft the maximum number of required foreign language qualified Flight Attendants will be one (1) per each cabin according to service (e.g., first class, business class, coach class), but in no event shall exceed the total of three (3) language qualified Flight Attendants, except that in the event the Company operates 747 or other widebody equipment bid with fourteen (14) or more Flight Attendants, the maximum number of required foreign language Flight Attendants will be four (4).
  - c. Required foreign language qualified Flight Attendants are restricted from serving in a galley position. The Company may make exceptions to this restriction.
  - d. Foreign language qualified Flight Attendants above the maximum complement shall be awarded positions in accordance with the provisions of Article 13.C.
- 2. In the event there are insufficient qualified Flight Attendants for any flight requiring qualified foreign language speaking Flight Attendants, the Company shall assign qualified foreign language speaking Flight Attendants to such open position(s) in accordance with the Order of Open Time Coverage procedures. Once having reached the step of the Order of Open Time Coverage for Reserves/Option II/Limited Option II, qualified volunteers from the flight in question may be used, at the Company's option, before proceeding with the remaining steps of the Order of Open Time Coverage. This in no way negates the Company's existing rights to reassign a Flight Attendant in accordance with this Agreement.

# D. BID DENIAL/PAY PROTECTION

- 1. A Flight Attendant who is drafted out of seniority to a trip selection or onto reserve due to his/her language qualification shall receive the monthly earnings of the trip selection, or reserve hours flown, or the trip selection denied, whichever is greater, in accordance with the provisions of Article 3.O. of this Agreement.
- 2. In the event there are insufficient qualified bidders for any trip selection requiring foreign language speaking Flight Attendants, the Company may assign the junior qualified Flight Attendant to such trip selection in reverse order of seniority.

# E. FOREIGN LANGUAGE QUALIFIED FLIGHT ATTENDANTS ON DOMESTIC LEGS WITHIN THE CONTIGUOUS FORTY-EIGHT (48) STATES AND ALASKA

- 1. At the Company's option, foreign language qualified Flight Attendants may be required on selected Domestic legs within the contiguous forty-eight (48) states and Alaska for marketing reasons, subject to the following limitations:
  - a. Foreign language qualified positions as permitted under this paragraph will be allocated as Planned Variable Manning (PVM) positions on no more than one and three quarters percent (1.75%) of the total Domestic flight hours.
  - b. On flights not monitored for a Variable Manning (VM) Flight Attendant, the foreign language qualified PVM position will be provided without regard to the monitored status of the flight.
  - c. On flights which are monitored for one (1) or more VM Flight Attendants, the foreign language qualified PVM position will be counted as one (1) such VM position.
  - d. Such foreign language qualified PVM positions will not be allocated on three-class transcontinental flights.
- 2. In addition to E.1 .above, at the Company's option, volunteer foreign language qualified Flight Attendants may be provided on selected Domestic legs within the contiguous forty-eight (48) states and Alaska for marketing reasons.
  - a. Volunteer foreign language qualified Flight Attendants will be over and above the scheduled crew complement and will perform Flight Attendant duties.
  - b. Volunteer foreign language qualified Flight Attendants will be assigned to selected Domestic legs in seniority order from a voluntary pool of Domestic Flight Attendants. In the event any such legs remain unfilled, they will be assigned in seniority order from a voluntary pool of International foreign language qualified Flight Attendants. Prior to assigning similarly qualified Flight Attendants in the pool who are legal and available for assignment a second time, the Company will make every attempt to assign all similarly qualified Flight Attendants in the pool who are legal and available for assignment one time.
  - c. Volunteer foreign language qualified Flight Attendants in the pool who are assigned to Domestic legs in accordance with this provision will receive flight time pay, no credit, in addition to foreign language pay and time away from base expenses. All applicable Domestic contractual legalities and Domestic expenses will apply to assignments of foreign language qualified Flight Attendants under this provision.
  - d. The provisions of paragraphs A., C. and D. above shall not apply to this paragraph E.2. of this Article.

# F. LANGUAGE PROFICIENCY

- 1. The Company may schedule, no more than once every two years, a language assessment test for Flight Attendants qualified in designated languages. The purpose of the assessment will be to determine a Flight Attendant's level of proficiency in his/her designated language(s). The assessment will be designed by an independent outside vendor.
- 2. A language qualified Flight Attendant who passes any language skills assessment test at a rating of "superior" will be exempt from all further testing.

- 3. A Flight Attendant must receive a minimum language skills rating as established by the Company to retain his/her foreign language qualification.
- 4. Based on the assessment level achieved, the Flight Attendant will be scheduled for future language assessment testing every 2, 4, or 10 years, except as provided in F.2. above.
- 5. The Company will maintain language books/tapes, and/or CDs and other study aids for Flight Attendant use to increase language proficiency. The use of such study aids will be on the Flight Attendant's own time and shall not be considered training under the terms of this Agreement.

#### G. PROVISIONS IN CONFLICT

In the application of this Article, other provisions of this Agreement in conflict, or to the contrary, shall not apply, with the exception of Appendix S, The Foreign National Agreement, which shall control when the provisions of Appendix S are in conflict with the provisions of this Article.

#### **ARTICLE 12 - FILLING OF VACANCIES**

#### A. TRANSFER REQUESTS

A Flight Attendant who desires to transfer to a different base may file a request for transfer to the base(s) to which s/he desires to transfer. When vacancies (as defined by the Company) expected to last ninety (90) days or longer occur at any base, the Flight Attendant having the most system seniority who is qualified to perform the job and had a Request for Transfer on file for transfer to the base where the vacancy exists, shall be transferred to fill the vacancy. A Flight Attendant in a non-flying status will be allowed to transfer if his/her report to base can be accomplished on schedule. Vacancies beyond the filling of the vacancy created by the first transferee may be filled by the Company at its option. Upon transfer, the Flight Attendant shall not have the request for another transfer honored for a period of three (3) months from the date of transfer.

#### B. TRAVEL AND RELOCATION TIME

1. Travel and Pre/Post-Indoctrination Forty-Eight. Any Flight Attendant transferred to fill such a vacancy shall be available to begin the assignment on the date set by the Company which shall be not less than seven (7) days from the date notified of the assignment. Travel time will be established in advance and will be dependent upon the Flight Attendant's election to travel by air or drive his/her automobile. A Flight Attendant driving his/her automobile will be allowed one (1) day for each four hundred and fifty (450) miles, based on the most direct route, from origination to his/her new location. A Flight Attendant will be granted a forty-eight (48) hour period free of duty either prior to base indoctrination or after completion of base indoctrination. If the forty-eight (48) hour period is granted prior to base indoctrination, such forty-eight (48) hour period will be in addition to travel time. This forty-eight (48) hour period free from duty may be waived at the Flight Attendant's option.

#### 2. Indoctrination

- a. In bases where a formal base indoctrination for Flight Attendants and/or Pursers transferring/proffering to that base is not held, the Company will not remove a transferring/proffering Flight Attendant from a trip sequence(s) for base indoctrination.
- b. In bases where a formal indoctrination for Flight Attendants and/or Pursers transferring/proffering to that base is held, a trip removal(s) will be accomplished if the indoctrination conflicts with a Flight Attendant's scheduled trip sequence(s). Additionally, unless waived by the Flight Attendant, a trip removal(s) will be accomplished if the indoctrination conflicts with the Flight Attendant's legal at-home rest.

### C. VACANCIES IN EXCESS OF TRANSFER REQUESTS

If no Requests for Transfer are on file at the time the vacancy occurs, the vacancy may be filled, at the discretion of the Company, by:

- 1. Assigning the most junior qualified Flight Attendant at any base having an excess of Flight Attendants, or
  - 2. Hiring a new Flight Attendant.

## D. RESCINDING OF TRANSFER

A Flight Attendant may rescind a transfer upon notification. A supervisor shall personally notify the Flight Attendant that the transfer award has been made. The Flight Attendant shall advise the Company immediately upon the personal notification of the transfer award that the transfer request is rescinded. The Flight Attendant shall confirm the rescindment in writing. Once a Flight Attendant

refuses an opportunity to transfer, the transfer request on file will be considered withdrawn. A multiple transfer to more than one base will also be considered withdrawn.

- 1. In the event that rescinded transfer(s) would cause insufficient staffing at the base to which transfer was requested, as determined by the Company, the junior Flight Attendant(s) who has a transfer request(s) on file, will be denied the option of rescinding such transfer in order to ensure that base vacancies are filled.
- 2. No Flight Attendant shall exercise this rescind option more than two (2) times in any twelve (12) month period nor more than one (1) time in any ninety (90) day period.
- 3. Prior to the processing of a transfer request, such request may be withdrawn in writing.

#### E. TEMPORARY VACANCIES

Vacancies in positions expected to continue ninety (90) days or less will be considered temporary vacancies. In filling such vacancies, the Company may request any Flight Attendant willing to accept, or may assign to the position the most junior qualified Flight Attendant at any base having an excess of Flight Attendants.

#### F. TRANSPORTATION

When Flight Attendants are transferred at their own request, the Company shall furnish space-available transportation to the extent permitted by law, and all other expenses incident thereto shall be borne by the Flight Attendant.

#### G. MUTUAL TRANSFERS

The Company will establish a method of allowing Domestic Flight Attendants from different Domestic base stations to mutually transfer as provided herein.

- 1. The Company may permit the processing of Domestic Mutual Transfers at any time at the option of the Company without regard to normal transfer activity, as described in paragraph A. of this Article, at a particular base or throughout the system. If, however, there is an absence of such transfer activity at a base for a period of one hundred eighty (180) days, the Company will begin processing Domestic Mutual Transfer requests to the base.
- 2. A Flight Attendant who desires a Domestic Mutual Transfer shall submit a transfer request to the Company, indicating a desire for a mutual transfer.
- 3. The Company will maintain a list of Flight Attendants requesting Domestic Mutual Transfers and review the operational needs at each base prior to processing. Domestic Mutual Transfers will be processed in system seniority order. Flight Attendants may be required to possess the same equipment/service qualifications and/or the same language qualifications. The Company will not be required to process more than ten (10) Domestic Mutual Transfers into any base in any given month.
- 4. When a transfer match is made, those Flight Attendants desiring the Domestic Mutual Transfer shall be notified by the Company. If the transfer is accepted by both Flight Attendants, such transfer shall be effective on the first day of the next month as defined in the Basic Agreement. A Flight Attendant may decline the Domestic Mutual Transfer offer; however, his/her Domestic Mutual Transfer request will be removed from the Domestic Mutual Transfer list. If either Flight Attendant rescinds such transfer request upon notification, the Domestic Mutual Transfer is voided.

- 5. If the Flight Attendant accepts the Domestic Mutual Transfer offer, he/she must remain at the new base for a period of three (3) months.
  - 6. The Domestic Mutual Transfer shall be at the Flight Attendant's expense.
- 7. A Flight Attendant involved in a Domestic Mutual Transfer shall be responsible for rearranging his/her schedule to avoid trip sequence conflicts. If the Flight Attendant cannot rearrange his/her schedule to avoid a conflict, the Flight Attendant shall be removed from the trip sequence at the Company's option, and the Flight Attendant shall not be paid or credited for the trip removal and the monthly guarantee shall be reduced accordingly.
- 8. In order to facilitate arrangement of mutual transfers, the Company will make available to Flight Attendants a list of the qualifications typically required and/or held at a particular base.

#### H. TRANSFER WHILE ON INJURY ON DUTY

- 1. Any Flight Attendant who would otherwise have been awarded a base transfer, but is unable to be awarded the transfer or report to base on the effective date because of injury on duty status, shall have a priority right to be awarded the next transfer to that base following his/her medical clearance. It is the Flight Attendant's responsibility, once medically cleared, to ensure that his/her name is on the transfer list no later than the date of posting of the next available transfer; otherwise, the Flight Attendant will be considered to have relinquished his/her priority transfer rights to such base. A Flight Attendant will also be considered to have relinquished his/her priority transfer rights to such base if he/she declines a transfer, once next offered, after medical clearance.
- 2. If at the time of the award of the base transfer, it is known that such Flight Attendant is not able to report to base as scheduled because of injury on duty status, the next most senior eligible and available Flight Attendant on the base transfer list desiring that base will be awarded the transfer.

#### **ARTICLE 13 - SENIORITY GENERAL**

#### A. SENIORITY ACCRUAL

- 1. Seniority as a Flight Attendant shall be based upon the length of service as a Flight Attendant with the Company.
- 2. Seniority shall begin to accrue from the date the Flight Attendant is placed on the Company's payroll on a Flight Attendant status, from which date seniority shall continue to accrue during the Flight Attendant's period of service. Flight Attendants' names shall be placed on the Flight Attendant System Seniority List in order of the date of their placement on the Company's payroll on a Flight Attendant status, except as otherwise provided herein. In the event that more than one (1) Flight Attendant has the same seniority date, the oldest Flight Attendant will appear first on the seniority list as determined by the date of birth.
- 3. Any Flight Attendant whose services with the Company are permanently severed shall forfeit his/her seniority rights.

## B. SENIORITY RIGHTS

Seniority shall govern employees in their retention in case of reduction in force, their reemployment after release due to reduction in force, and their choice of vacancies, provided the employee's qualifications are sufficient for the available assignment. In the event a Flight Attendant with adequate seniority is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish such Flight Attendant written reasons therefore, if requested by the Flight Attendant(s) affected, in writing.

#### C. AWARDING OF TRIP SELECTIONS

- 1. The trip selections flown by all Flight Attendants from their base stations shall be awarded in accordance with the individual preference of such Flight Attendants, exercised by them in accordance with the provisions of Article 9 governing the selection of flying assignments at such base stations, in accordance with their relative position on the System Seniority List.
- 2. A Flight Attendant will be considered to continue to be qualified to perform a specified service if s/he has actually flown a trip involving that service during the prior six (6) month period. It will be the Flight Attendant's responsibility to inform the Company of the date on which s/he flew such flight involving the required qualifications.

### D. APPLICATION OF THIS ARTICLE

In the application of this Article, other provisions of this Agreement, in conflict, or to the contrary, shall not apply.

#### **ARTICLE 14 - SENIORITY LIST**

#### A. FLIGHT ATTENDANT SYSTEM SENIORITY LIST

- 1. The Company shall post on its bulletin boards at all stations where Flight Attendants are based a Flight Attendant System Seniority List.
- 2. Such Seniority List shall contain the names and seniority dates of all Flight Attendants entitled to Flight Attendant seniority in order of their seniority.

#### B. REVISIONS TO LIST

- 1. The Flight Attendant System Seniority List shall be revised to reflect the Flight Attendants' status as of June 1, of each year and shall be posted within thirty (30) days thereafter.
- 2. Adjustments to the Flight Attendant System Seniority List between June 1 and May 31 shall be reflected on a monthly basis in the Flight Attendant Alphabetical Roster which will be available at each base station.

### C. FLIGHT ATTENDANT CHALLENGE OF LIST

- 1. Flight Attendants 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 their seniority on such list. Any omission or incorrect posting which went unprotested on the list in which it first appeared shall not be protested on any subsequent posting, except that typographical and clerical errors may be corrected at any time.
- 2. When a Flight Attendant is on vacation, leave of absence or sick leave at the time the seniority list is posted, such Flight Attendant may protest any alleged omission or incorrect posting affecting his/her seniority, as in C.1. above within thirty (30) days after his/her return to flight duty.

#### **ARTICLE 15 - PERIOD OF PROBATION**

# A. PROBATION - LENGTH, DEFINITION, TRIP TRADE AND/OR OPTIONAL EXCHANGE DROP

- 1. During the first six (6) months of service with the Company on Flight Attendant status, a Flight Attendant shall be on probation. Should a probationary Flight Attendant be in a non-pay status for more than sixteen (16) consecutive calendar days, or be granted an approved leave of absence, paid or unpaid, for more than sixteen (16) calendar days, the probationary period shall be extended by the number of days such Flight Attendant was in a non-pay status or on approved leave of absence.
- 2. The Company shall have the right to discharge or layoff any Flight Attendant during the probationary period without cause and without hearing.
  - 3. (a) Probationary Flight Attendants will be permitted to trip trade and/or Optional Exchange drop (TT, OE, OR) without notice or approval during the period following bid finalization up to first day of the next contractual month.
  - (b) After the beginning of the contractual month, a Probationary Flight Attendant may change his/her schedule (TT, OE, OR) during the contractual month provided contact is made and approval is given by his/her Flight Service Manager or, in the Flight Service Manager's absence, the Flight Service Manager's designee. The decision to grant or deny the requested schedule change will be timely and will not be unreasonably withheld.

#### B. SENIORITY RIGHTS ON PROBATION

The seniority provisions of the Agreement do not apply to a Flight Attendant until such Flight Attendant has completed the probationary period, except that:

- 1. Flight Attendants' names will appear on the Seniority List regardless of their probationary status.
- 2. A Flight Attendant laid off during the probationary period shall be recalled in order of seniority.

#### **ARTICLE 16 - REDUCTION IN FORCE**

#### A. LEAVES IN LIEU OF LAYOFF

Prior to a reduction in force, the Company will, to the extent possible, make leaves of absence available to Flight Attendants who are not subject to furlough. Leaves granted under this paragraph A. shall not result in the involuntary transfer of any Flight Attendant.

- 1. Upon proper application to the Company, leaves of absence shall be granted in order of seniority for a period of not less than ninety (90) days and may be renewed in increments of not less than ninety (90) days. Leaves of absence, once granted, must be accepted.
- 2. Due to the requirements of the service, the Company may cancel leaves of absence granted under this provision at any time prior to the expiration date of such leave.
- 3. A Flight Attendant who has been granted such leave of absence shall file, in writing, his/her address with the Local Flight Service Base Manager.
- 4. Notice to cancel leaves of absence shall be sent by certified mail to the last address on file with American Airlines Flight Service Department. A Flight Attendant shall not be entitled to employment and shall forfeit his/her seniority with the Company if:
  - a. S/he rejects, in writing, his/her intention to return to the service or;
  - b. S/he does not signify, in writing, his/her intention to accept or reject employment within ten (10) days after receipt of notice or;
  - c. S/he does not return to the service of the Company on the date specified in the notice of termination of the leave of absence, which date shall not be less than fifteen (15) days after receipt of such notice.

# 5. Seniority Accrual

- a. A Flight Attendant on an Overage Leave will accrue Occupational Seniority and maintain all pass privileges applicable to active employees.
- b. A Flight Attendant on an Overage Leave will not accrue Classification Seniority.
- 6. Flight Attendants granted a leave of absence for this purpose will have the option to maintain health benefits by assuming the Company's applicable portion of the cost in addition to the applicable employee contributions.
- 7. The provisions of Article 35-Group Life Benefits and Article 36-Retirement Benefit Plan shall apply to a leave granted under this paragraph.
  - 8. The number of leaves granted at a base station shall be determined by the Company.
- 9. Priority will be given to leaves in lieu of layoff, other leave policies of the Company notwithstanding.

## B. FURLOUGH PROCEDURES/NOTICE

1. Furlough Procedures. When there is a reduction in force, the Flight Attendant(s) with the least system seniority shall be laid off.

**2. Furlough Notice.** A Flight Attendant laid off due to a reduction in force will be given four (4) weeks notice of such layoff, except in emergencies.

#### C. SURPLUS/SHORTAGE AND RELOCATION

- 1. If, as a result of the furlough of junior Flight Attendants at a base station, there exists a shortage of Flight Attendants at that base, the following transfer procedures shall apply:
  - a. Flight Attendants at a base station(s) where a surplus exists who have a request to transfer on file to the base(s) with a shortage will have his/her request honored in order of seniority, notwithstanding a request on file by a more senior Flight Attendant at a base without a surplus.
  - b. Remaining vacancies at the base(s) with a shortage will be filled by honoring the written preferences of the remaining junior Flight Attendants at the base(s) with an overage in order of seniority, notwithstanding a request on file by a more senior Flight Attendant at a base without a surplus.
  - c. When no Flight Attendants or not enough Flight Attendants have indicated written preference for assignment to a base(s) where a shortage exists, assignment will be made in reverse order of seniority from the base(s) where there is a surplus.
- 2. A Flight Attendant subject to transfer or assignment under paragraphs C.1.a., b. or c. of this Article will be given two (2) weeks' notice of such transfer or assignment except in an emergency.
- 3. Flight Attendants subject to assignment under paragraphs C.1.b. and c. above will not be allowed to refuse such assignment.
- 4. Only those Flight Attendants accepting assignment under paragraphs C.1.a., b. and c. above shall be covered under the provisions of Article 18-Moving Expenses for purposes of this Article only.
- 5. A Flight Attendant on leave of absence whose seniority is such that s/he would have been furloughed had s/he not been on leave of absence shall be promptly notified that his/her rights under the Agreement have been changed to those of a furloughed Flight Attendant.
- 6. Thirty (30) days prior to a planned reduction in force, the Company will notify the President of APFA of the approximate number of Flight Attendants to be affected by the reduction in force and forward to the President of APFA a list of Flight Attendants who may be subject to layoff.
- 7. At the completion of the reduction in force, the Company will notify the President of APFA of the bases from which flight Attendants were laid off, under paragraph B.1.; bases from which Flight Attendants were transferred or assigned under paragraph C.1.a., b., or c. and bases to which they were transferred or assigned and forward a list of Flight Attendants affected by the layoff, transfer or assignment.

#### D. RECALL RIGHTS

A Flight Attendant who is laid off under paragraphs B. and C.4. above shall be placed on the Flight Attendant System Recall List, and hereafter his/her reemployment shall be governed by this paragraph D.

1. A Flight Attendant who has been laid off due to a reduction in force shall file, in writing, his/her address with the Manager Flight Service Administration, American Airlines, Inc., Mail

Drop 1604, P.O. Box 619616, Dallas/Fort Worth Airport, Texas 75261-9616, of any change in address.

- 2. In the application of this paragraph D., furloughed Flight Attendants shall be reemployed in order of system seniority. When a furloughed Flight Attendant is recalled and placed on active Flight Attendant status with the Company, s/he shall have no prior right or claim to any vacancy or vacancies that have been filled during the period of such furlough or existing at the time of recall.
  - 3. a. Flight Attendants assigned from a base(s) where a surplus existed to a base(s) where a shortage existed under paragraph C.1.b. or c. above shall have reinstatement rights to his/her former base station prior to filling of vacancies at that base under the provisions of Article 12 or recalling furloughed Flight Attendants under paragraph D.2. of this Article.
  - b. A Flight Attendant who rejects reinstatement to his/her former base station shall forfeit all reinstatement rights to such base.
- 4. Notice of reemployment under paragraph D.2. shall be sent by certified mail to the last address on file with the Manager Flight Service Administration. A Flight Attendant shall not be entitled to preference in reemployment and shall forfeit his/her seniority with the Company if:
  - a. S/he rejects, in writing, reemployment;
  - b. S/he does not signify, in writing, his/her intention to accept or reject reemployment within ten (10) days after the post date of notice, or;
  - c. S/he does not return to the service of the Company on the date specified in the notice offering reemployment, which date shall be not less than twenty-one (21) days after the post date of such notice.
- 5. A Flight Attendant laid off because of reduction in force and who has completed his/her probationary period shall continue to accrue seniority during such layoff for a period not to exceed five (5) years.
  - 6. a. Seniority and preference in reemployment if furloughed under paragraph B.1. of this Article shall be forfeited unless reemployed within five (5) years of layoff. Length of service credit for pay purposes shall not accrue during any period of layoff.
  - b. Reinstatement to a former base if assigned under paragraph C.1.b. and c. of this Article shall be forfeited unless reinstated to his/her former base within five (5) years of assignment.

# E. PRIOR SERVICE CREDIT AFTER LAYOFF

A Flight Attendant who has been laid off, including a Flight Attendant laid off during his/her probationary period, and who is subsequently reemployed by the Company within five (5) years of date of layoff, shall be given credit for prior service for all purposes.

## F. TRANSFER TRANSPORTATION

If a Flight Attendant changes his/her base station under C.1.a., b. or c. above, the Company shall furnish him/her space available transportation to such new base.

# G. RIGHT TO FILE REQUEST FOR TRANSFER

Flight Attendants reemployed under paragraph D. above may file a Request for Transfer in accordance with the provisions of Article 12 - Filling Of Vacancies of this Agreement.

# H. PREFERENCE IN RECALL/REEMPLOYMENT/REINSTATEMENT

The provisions of Article 12.C.2. shall not be invoked until all Flight Attendants on layoff/ furlough are offered reemployment, Flight Attendants on leaves of absence as provided in this Article are offered recall, and Flight Attendants who were assigned to a base with a shortage under paragraph C.1.b. or c. are offered reinstatement and have exercised their rights as provided by this Article 16.

#### I. ARTICLE 17- EMPLOYEES

A Flight Attendant holding a position with the Company under the provisions of Article 17 and whose seniority is such that s/he would have been furloughed had s/he not been in such position, shall not be permitted to exercise his/her rights to return to line flight status at any base so long as there are Flight Attendants senior to this employee holding recall, reinstatement or reemployment rights under the provisions of this Article 16.

## J. EMERGENCY

"Emergency", as used in this Article 16, shall include but not be limited to such reasons as an act of God, a national emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of the Company's aircraft, any strike or picketing causing a temporary cessation of work.

#### ARTICLE 17 - TRANSFER TO NON-FLYING OR SUPERVISORY DUTIES

# A. TRANSFER TO LINE FLIGHT SERVICE INSTRUCTOR/LEARNING CENTER INSTRUCTOR OR SUPERVISOR OF TRAINING

- 1. Effective December 23, 1983, a Flight Attendant transferred to a position as a Line Flight Service Instructor or Learning Center Instructor or Supervisor of Training shall continue to accrue seniority for all purposes while holding such position. Individuals covered by this provision shall not be assigned responsibility for the supervision of line Flight Attendants.
- 2. Effective December 23, 1983, Flight Attendants who are serving in positions covered by this paragraph A. and are currently retaining and/or accruing Occupational Seniority shall be extended the accrual provisions in the above paragraph A.1.

# B. TEMPORARY TRANSFER TO EPT/RDT INSTRUCTOR

A Flight Attendant who accepts a temporary position as an EPT/RDT Instructor at the local base(s) shall continue to accrue seniority while holding such temporary position.

#### C. TRANSFER TO SUPERVISORY AND RELATED FLIGHT SERVICE DUTIES

- 1. Effective June 1, 1987, a Flight Attendant transferred to supervisory or other non-flying duties directly related to flight service shall continue to accrue and retain Occupational, Company and Classification Seniority while holding such position.
- 2. Effective June 1, 1987, Flight Attendants who are serving in positions covered by this paragraph C. and are currently retaining Occupational Seniority shall be extended the retention and accrual provisions in the above paragraph C.1.

# D. TRANSFER TO NON-RELATED DUTIES

A Flight Attendant who transfers to another position in the Company not related to Flight Attendant duties shall retain accrued seniority for one (1) year, and thereafter his/her name shall be deleted from the Flight Attendant System Seniority List.

# E. TRANSFER DUE TO DISABILITY

When a Flight Attendant is transferred to non-flying duties with the Company because of physical incapacity or because of sickness or injury, such employee shall retain and continue to accrue seniority during such period of sickness or injury for a continuous period of five (5) years.

# F. DUES PAYMENT

Supervisors and Instructors covered by paragraphs A. and C. of this Article shall not be required to pay dues to APFA.

#### G. RETURN TO LINE FLIGHT STATUS

Upon return to duty from non-flying or supervisory duties as outlined in paragraphs A., B., C., D. and E., the Flight Attendant will be permitted to return to his/her former base station. Should the former base no longer exist, s/he will be permitted to displace the most junior Flight Attendant in the system, subject to a reasonable qualifying period and provided s/he meets the basic qualifications of all other Flight Attendants.

# H. RIGHT OF REPRESENTATION

None of the provisions of this Article nor any other provision of this Agreement shall cause individuals who are serving in positions covered by paragraphs A. or C. or D. of this Article to be covered by the provisions of this Agreement, and APFA shall not have the right nor obligation to represent such individuals.

#### **ARTICLE 18 - MOVING EXPENSES**

## A. PROVISIONS WHEN TRANSFERRED AT COMPANY REQUEST

- 1. When a Flight Attendant is moved by the Company at Company expense, the Company shall engage and compensate a reputable, bonded furniture moving company with suitable equipment to move the normal personal and household effects of such Flight Attendant up to a maximum of twelve thousand (12,000) pounds. Such expense shall include packing, unpacking, shipping, a maximum of fifteen thousand dollars (\$15,000) insurance, drayage and storage of household effects for a period not to exceed sixty (60) days.
- 2. When automobile transportation is selected by the Flight Attendant and his/her immediate family, the Company shall pay a mileage travel allowance for one (1) car at twelve (\$0.12) cents per mile (two [2] cars if the Flight Attendant owns two [2] cars at twelve [\$0.12] cents per mile each) for the most direct AAA mileage from point of origination to point of destination, plus toll fees in transit.
  - a. While enroute the Company will allow expenses for hotel accommodations for the Flight Attendant and the dependent members of his/her immediate family which shall not exceed nine dollars (\$9) per day for the Flight Attendant plus four dollars (\$4) for each dependent over twelve (12) years of age and one dollar (\$1) for each dependent under twelve (12) years of age.
  - b. Meals shall be allowed for the Flight Attendant and dependents over twelve (12) years of age at the rates provided for in Article 4.A. of this Agreement, plus an additional three dollars (\$3) per day for each dependent under twelve (12) years of age.

#### B. ADDITIONAL DIRECT MOVING EXPENSES

In addition, Flight Attendants will be entitled to Direct Moving Expenses as set forth in American Airlines Regulations, Section 145-4, which shall not be made less favorable during the term of this Agreement.

#### C. REIMBURSEMENT PROCEDURES

All moving expenses shall be claimed on appropriate Company expense forms and, except for meals and automobile mileage, must be supported by receipts, and shall be submitted within thirty (30) days after incurring the expense. In the event that the Company Regulations provide more liberal hotel and meal expenses than those provided in this Article, the greater amounts shall be allowed.

#### D. CLOSING OF A BASE

- 1. Flight Attendants transferring from a closed base station will be covered under the provisions of this Article.
- 2. The Company will provide Flight Attendants with as much advance notice as practicable of a base closing, but in no case will Flight Attendants receive less than one hundred twenty (120) days notice.

## E. TIME OFF TO ACCOMPLISH THE MOVE

When a Flight Attendant is moved by the Company at Company expense and is required by the Company to report to another base station with less than fifteen (15) days' notice, s/he shall be afforded reasonable time off at a later date, not to exceed seven (7) days, at the time of his/her household move to facilitate completing the moving arrangements.

# F. HONOLULU MOVING ALLOWANCE

A Flight Attendant who is awarded a bid vacancy to the Honolulu (HNL) base may be reimbursed a moving allowance of up to one thousand five hundred dollars (\$1,500) for the purpose of defraying the cost of a move to HNL from the Flight Attendant's current residence within the continental United States or San Juan. Reimbursement for such moving allowance is subject to the following terms and conditions:

- 1. The moving allowance is payable one time up to a maximum of one thousand five hundred dollars (\$1,500). Any unused portions of the allowance may not be reserved for a second move.
- 2. Any Flight Attendant who is awarded a proffer to the HNL base and who has not previously been reimbursed the moving allowance referenced herein is eligible. New hire assignments to base and mutual transfers are not eligible.
- 3. The moving allowance is to defray the actual cost of moving a Flight Attendant's personal and household effects, including a car.
- 4. Reimbursement of the moving allowance will be based on receipts supporting actual costs incurred, up to a maximum of one thousand five hundred dollars (\$1,500).
- 5. Reimbursement of the moving allowance may be claimed at any time during the first six (6) months from the Flight Attendant's report to base date in HNL.
- 6. A Flight Attendant accepting the moving allowance will serve a base lock in of twelve (12) months from his/her report to base date in HNL. A Flight Attendant electing not to accept the moving allowance will serve a base lock in, in accordance with Appendix I, Article 12.E.
- 7. In accordance with Article 12.F., one (1) business pass will be furnished for the initial report to base. In addition, any Flight Attendant who is awarded a proffer to the HNL base and who has not previously received D1 passes pursuant to this paragraph is entitled to three (3) D1, round trip, Coach, service charge waived passes; such D1 passes will be authorized for use by an eligible Flight Attendant for a period of six (6) months from a Flight Attendant's report to base date in HNL.

#### **ARTICLE 19 - LEAVES OF ABSENCE**

#### A. LEAVES OF ABSENCE - GENERAL

- 1. Leave Time Maximum. When the requirements of the service permit, a Flight Attendant may, upon proper application to the Company, be granted a leave of absence for a period not in excess of three hundred sixty-five (365) days, the sole exception being Educational Leaves of Absence.
- 2. Length of a Leave. In the case of a leave other than an Educational Leave, additional leave time may be granted at the request of the Flight Attendant in accordance with the provisions of 19.A. Requests for leaves of absence or extensions thereof and approval by the Company shall be in writing.
- 3. Seniority Accrual. A Flight Attendant granted a leave of absence (including a probationary Flight Attendant) shall retain and accrue seniority during the first one hundred eighty (180) days of such leave of absence. For leaves in excess of said one hundred eighty (180) days, seniority shall be retained but not accrued except where leave of absence has been granted because of sickness or injury, in which case seniority shall accrue during the entire period encompassed by the leave, except that in no case shall a leave for sickness or injury exceed a total continuous period of five (5) years.
- **4. Extending a Leave.** The Company will permit a Flight Attendant to submit a request(s) for an extension(s) of a leave of absence at the time s/he initially requests the leave. In such event, however, the Flight Attendant must personally determine prior to the end of the leave granted him/her whether the extension has been approved, and s/he remains obligated to be available for duty following his/her leave if the extension has not been approved.

# 5. Bid Leaves In Excess of One (1) Month - Profferred Leaves

- a. Leaves of absence covering a specified number of contractual months, may be proffered to Flight Attendants at a base. Proffers may be posted for a obligation period between a minimum of three (3) contractual months to a maximum of twelve (12) contractual months.
- b. Awarding of such proffers will be made in accordance with seniority, as provided in Article 13 of the Basic Agreement and International Supplement, to the extent of the number of leaves of absence required by the Company. Results of the leaves of absence proffers will be published upon completion of the awards.
- c. Once awarded, all or any number of leaves of absence at a base may be temporarily canceled, returning a Flight Attendant on leave to full time status in a given month due to the requirements of the service. Notification of cancellation of leaves of absence shall be made to the individual Flight Attendant in the most expeditious and appropriate manner.
- d. A Flight Attendant holding a specific qualification may be denied a leave of absence proffer if the requirements of the service require the use of such qualification on a full time basis. Denials of Flight Attendants holding such qualifications shall be made in reverse order of seniority.

#### B. SPECIAL ASSIGNMENTS

1. A Flight Attendant on a special assignment for the Company shall continue to accrue seniority for ninety (90) days and retain thereafter.

2. In the event the Company wishes to select a Flight Attendant for a publicity/promotional assignment which exceeds the time limits, as stated in B.1. above, the Flight Attendant shall accrue seniority for ninety (90) days and retain thereafter. In the event that a political organization contracts to lease aircraft and crews for political charters, the Flight Attendant assigned to such charter flying shall accrue seniority for one hundred eighty (180) days and retain thereafter.

## C. UNION LEAVES

A Flight Attendant accepting an official position with the Union shall be granted a leave of absence by the Company for a period of up to four (4) years which may be extended at the request of the Union so long as this Union remains the exclusive bargaining agent for the employees covered under this Agreement. A Flight Attendant granted leave under this paragraph shall continue to accrue seniority and shall return to duty subject to paragraph J. of this Article.

## D. COMPELLING REASON FOR A PERSONAL LEAVE: ADOPTION

The Company will consider adoption as a compelling reason for the granting of personal leaves of absence, to a maximum of six (6) months in duration, provided that the request for such leave be made in writing stating the purpose of the leave and be accompanied by a letter from the adoption agency documenting the agency's requirement that a parent take a leave from work during a specified period of adjustment. Should an agency not be involved in the adoption, the parent requesting such leave must provide the Company with a certified copy of a Court Order of Adoption.

# E. COMPELLING REASON FOR A PERSONAL LEAVE: MATERNITY

- 1. The Company may consider pregnancy, childbirth, and related conditions as compelling reasons for the granting of a personal leave, the needs of the service permitting, as specified in Article 26.
- 2. Voluntary termination of pregnancy shall also be considered a compelling reason for a personal leave.

# F. COMPELLING REASON FOR SICK LEAVE: MENTAL HEALTH

A Flight Attendant with a chemical dependency or mental health problem, or a medical problem resulting from medications prescribed in connection with medical treatment, which has been verified by procedures established by the Company's Medical Department, may be granted a leave of absence for such problem. Failure of the Flight Attendant to notify the Company's Medical Department, of a known chemical dependency or mental health problem, or of a medical problem resulting from medications prescribed in conjunction with medical treatment, or to follow verification procedures and a program of treatment and aftercare approved by the Company's Medical Department, shall be cause for termination of employment.

# G. EDUCATIONAL LEAVES OF ABSENCE

- 1. A Flight Attendant may, upon proper application to the Company, be granted an Educational Leave of Absence. A Flight Attendant granted such leave shall be required to submit verification of enrollment at an accredited college or university, or registration in a Company approved course of study which will benefit the Flight Attendant within her/his current position or further career with American Airlines, within seven (7) days after registration.
- 2. The length of such leave shall be for not less than one (1) school or course term, e.g., semester, quarter or trimester, whichever is applicable, but in no case shall such leave exceed a total continuous period of two hundred seventy (270) calendar days. An Educational Leave shall not commence until after Labor Day weekend and will not be extended beyond the sixth (6th) of June of any given year.

- 3. Educational Leaves will be granted in order of Flight Attendant seniority at the base station, taking into consideration the requirements of the Company.
- 4. A Flight Attendant will be allowed to terminate the Educational Leave and return to flight status at any time during such leave within thirty (30) days' written notice to the Company. Such Flight Attendant will be returned to flight status at the earliest date practicable within the thirty (30) day period unless such Flight Attendant has been granted another approved leave of absence, if applicable. Leaves that have been granted shall not be cancelled by the Company, except in an emergency (as defined by the Company).
- 5. In the event an enrollment or course of study is completed or otherwise ceases prior to the original planned expiration of an Educational Leave, a Flight Attendant will provide a written notice of such to the Company within seven (7) days of completion or cessation. In such event, the Educational Leave will terminate and the Company will arrange for the Flight Attendant to return to flight status within thirty (30) days of the Company's receipt of such notice, unless such Flight Attendant has been granted another approved leave of absence, if applicable.
- 6. Except as provided in paragraph 7. below, a Flight Attendant granted an Educational Leave shall retain and continue to accrue seniority during the first one hundred eighty (180) days of such leave. For Educational Leaves in excess of one hundred eighty (180) days, seniority shall be retained but not accrued.
- 7. Upon expiration or termination of the Educational Leave, a Flight Attendant will provide proof of course completion or continued enrollment/attendance for the period of the leave.
  - a. Should a Flight Attendant fail to provide such proof within thirty (30) days, s/he will not accrue occupational seniority for the period of Educational Leave.
  - b. Should a Flight Attendant terminate or otherwise cease enrollment in the educational course of study prior to the completion of the course of study, such Flight Attendant will accrue occupational seniority for the portion of the original Educational Leave period for which the Flight Attendant provides proof of continued enrollment/attendance.
- 8. For purposes of monthly trip selection bidding, a Flight Attendant returning from an Educational Leave will follow the same procedures as defined for the return from other unpaid leaves of absence.
- 9. Educational Leaves of Absence will not be offered in lieu of leaves as provided in Article 16 or prior to invoking the provisions of Article 16.

## H. MILITARY LEAVE

- 1. Upon proper written application, a Flight Attendant shall be granted a Military Leave of Absence, as provided by the Veterans' Reemployment statutes. Such leave of absence shall not exceed five (5) years unless otherwise required by law.
- 2. A Flight Attendant who is accepted and enters into duty in the service of the United States Armed Forces shall be granted time off without pay and shall continue to accrue and retain all seniority during the period in which he/she is on Armed Forces duty.
- 3. A Flight Attendant who is accepted into the services of the United States Armed Forces shall be granted time off without pay for required training and shall continue to accrue and retain all seniority for such time.
- 4. In no case shall a Flight Attendant accrue any greater seniority nor shall his/her relative seniority position be greater than it would have been had s/he not entered military service.

# I. RETURN FROM A LEAVE

Upon returning from an authorized leave of absence or extension thereof, a Flight Attendant shall be permitted to return to his/her former base station. In the event the former base station no longer exists, s/he shall be permitted to displace the most junior Flight Attendant in the system, subject to a reasonable qualifying period and provided that s/he meets the basic requirements of all other Flight Attendants.

# J. EMPLOYMENT WHILE ON LEAVE

Flight Attendants who engage in gainful employment for someone other than the Company while on leave of absence without prior written permission from the Company, shall be deemed to have resigned from the Company's services and, therefore, their names shall be stricken from the Flight Attendant System Seniority List.

## **ARTICLE 20 - MEDICAL APPEALS/ARBITRATION**

The Company may require a medical examination if there are reasonable grounds to believe that a Flight Attendant's health or physical condition is impaired in a way which impacts his/her ability to perform one or more of the essential job functions of the Flight Attendant position. When a disagreement arises over a Flight Attendant's medical clearance, both temporary and permanent, the procedures described below shall be considered the exclusive remedy under the contract for resolving such disputes. Nothing in this Article precludes the Company from referring a Flight Attendant to a Company designated physician or other medical provider/facility to assist the Company in making a determination regarding the Flight Attendant's ability to perform one or more of the essential job functions of the Flight Attendant position.

## A. FLIGHT ATTENDANT RIGHT TO APPEAL

# 1. Temporary Restriction from Medical Clearance

- a. A Flight Attendant who has been denied medical clearance by the Company may appeal such failure to clear to the AA Medical Review Board (hereinafter referred to as the "Board").
- b. If such appeal is made, the Flight Attendant must promptly submit to the Board all medical information relating to that temporary restriction from any and all doctors/medical providers. The Board will consider all of that information as well as information contained in the Flight Attendant's Company Medical file pertaining to the restriction.
- c. Once such appeal is received by the Board, that case will be taken up at its next meeting.
- d. The Board will render a decision on the matter in a timely manner, normally not more than thirty (30) days from the date the appeal was heard. If the decision upholds the temporary restriction, the Flight Attendant has the right to avail him/herself of the procedures in Articles 28 and 29 of this Agreement. The Board's decision and notification will be considered as having fulfilled the requirements of Article 28.A.3., 4. and 5., and the Flight Attendant's appeal may immediately be submitted as a grievance and the case set for the next regularly scheduled meeting of the Quarterly System Board of Adjustment (hereinafter referred to as the "Quarterly SBA").
- e. Once a case has been scheduled for the Quarterly SBA, if the Flight Attendant has not already been cleared to flight status, the parties may mutually agree to refer the case to the medical arbitration procedure described below; or, if heard and the Quarterly SBA arbitrator so rules, the case may be remanded to the medical arbitration procedure described below.

# 2. Permanent Restriction from Flight Duty

- a. A Flight Attendant who is denied medical clearance due to a permanent restriction has thirty (30) days from the date of notice of that permanent restriction to appeal the claim to the Board.
- b. If a Flight Attendant has not seen his/her own doctor/medical provider prior to the restriction by the Board, a Flight Attendant must use his/her best efforts to see his/her own doctor/medical provider and submit reports pertaining to the permanent restriction to the Board as soon as possible.

- c. It shall be the responsibility of the Flight Attendant to supply to the Board medical information related to the permanent restriction, when requested, including medical reports, test results, etc.
- d. Once the Board is in receipt of all medical information related to that permanent restriction from the Flight Attendant's own doctor/medical provider, if the Board determines that the permanent restriction is still appropriate, the Board and the Flight Attendant's doctor/medical provider will agree upon and appoint a third qualified and disinterested medical examiner for the purpose of making a further medical examination of the Flight Attendant and rendering a definitive decision regarding the Flight Attendant's ability to perform one or more essential job functions of the Flight Attendant position. The parties will use their best efforts to make this appointment in a timely manner, considering the unique facts and circumstances of each case.
- e. The appointed third medical examiner will review all of the medical documentation/reports in the case related to that permanent restriction and make a final determination regarding the permanency of the Flight Attendant's restriction to perform one or more of the essential job functions of the Flight Attendant position. Prior to the third medical examiner being appointed, s/he must be informed that such a determination shall be required in the case.
- f. The appointed third medical examiner must also, in addition to examining the Flight Attendant, consult with both the Flight Attendant's designated doctor/medical provider and the Company Medical Department before making a decision. This consultation can be either in person or through a conference call with all parties listed above participating.
- g. The appointed third medical examiner's determination will be final and binding on the Flight Attendant, the APFA and the Company, and is not appealable by any party. The appointed third medical examiner will render a decision in a timely manner, considering the unique facts and circumstances of each case.
- h. The cost of the appointed third medical examiner is to be split equally between the APFA and the Company.
- 3. Back Pay. A Flight Attendant who is returned to work through an arbitrator (under the provisions of paragraph 1. above) or appointed third medical examiner (under the provisions of paragraph 2. above) will receive pay equal to what s/he ordinarily would have earned, from the time that s/he should have been returned to work, as decided by an arbitrator or appointed third medical examiner, to the time s/he actually returns to work.

#### B. TIME LIMITS/RETROACTIVE PAY

A Flight Attendant who has been permanently restricted from flight duty and who has not requested a review of the case within the required thirty (30) days shall, if later permanently restricted from flight duty by a Company medical examiner on a subsequent examination, be entitled to thirty (30) days in which to apply for a review of the subsequent examination. If the Flight Attendant is reinstated at that time, s/he will be entitled to retroactive pay only to the date of the later permanent restriction from flight duty.

# C. CONFIDENTIALITY

Any information obtained by or as a result of a Company medical examination, or in conjunction with the procedures described herein, will be strictly confidential between the Company, the Company's medical examiner and the Flight Attendant, and will not be divulged to any other person without the Flight Attendant's written permission.

## **ARTICLE 21 - HOTELS AND TRANSPORTATION**

## A. NON-DISCRIMINATION

The Company will not discriminate between transportation and hotel accommodations provided for Flight Attendants and cockpit crew members.

## B. SINGLE ROOMS ON LAYOVER

Flight Attendants will be furnished single room lodging accommodations at regular layover stations. Flight Attendants on flight assignment and when at other than their regular layover stations will be provided single room(s) unless space cannot be secured.

## C. ON-DUTY REST BREAK FACILITIES

When a Flight Attendant is scheduled for an on-duty rest period in excess of five (5) hours block-in to block-out, s/he shall be furnished suitable single occupancy lodging in a quiet room in a suitable location. There may be certain unusual isolated situations of a temporary nature where single occupancy accommodations, as stipulated above, cannot be obtained at a daily rate of sixty-five dollars (\$65) or less. Under such circumstances, double occupancy in a double room will be acceptable until single occupancy accommodations are again available at this rate.

# D. TAXI AUTHORIZATION AT HOME BASE

A Flight Attendant will be reimbursed for reasonable, actual taxi fare when authorized to use taxi transportation between his/her home and the airport because of short notice of a flight assignment.

#### E. GROUND TRANSPORTATION AT LAYOVER CITIES

- 1. Ground Transportation Not Provided/Available. At points other than a Flight Attendant's home base station, where ground transportation is not made available by the Company, Flight Attendants shall be allowed actual necessary expenses incurred for transportation between the airport and the hotel of regular lodging.
- 2. Late Transportation Domestic. In any event, should crew transportation to a rest facility not arrive within thirty (30) minutes of actual or scheduled flight arrival, whichever is later, the Flight Attendant(s) will be permitted to obtain alternate transportation, the cost of which will be reimbursed by the Company (with receipt). Flight Attendants will make reasonable efforts to share transportation arranged under this sub-paragraph with other crew members.
- 3. Late Transportation International. In any event, should crew transportation to a rest facility not arrive within forty-five (45) minutes of actual or scheduled flight arrival, whichever is later, the Flight Attendant(s) will be permitted to obtain alternate transportation, the cost of which will be reimbursed by the Company (with receipt). Flight Attendants will make reasonable efforts to share transportation arranged under this sub-paragraph with other crew members.

#### F. OVERNIGHT TRAINING ACCOMMODATIONS

- 1. Except for initial Flight Attendant training and "Progressions" training, when a Flight Attendant is scheduled for training involving one (1) or more overnights, the Company will provide single room accommodations.
- 2. When a Flight Attendant is scheduled for "Progressions" training, the Company will provide double room accommodations with another Flight Attendant attending the same training class.

## G. LAYOVERS AT HOME BASE STATION

- 1. The Rest Periods at Home Base provisions of Article 7.L.3. and Appendix I, Article 7.M. notwithstanding, a Flight Attendant will be provided with expenses, transportation and hotel accommodations in accordance with the provisions of this Agreement, for layovers at home base, whether allocated on the monthly trip selection or necessitated because of actual operations.
- 2. In no case will the minimum rest provided for home base layovers be less than the applicable layover rest provisions of Article 7.L.2. and Appendix I, Article 7.N.
- 3. A Flight Attendant may waive the requirement for home base rest and/or hotel accommodations as provided in 1. and 2. above by contacting the Company in accordance with the appropriate published procedure(s).

## H. HOTEL/MOTEL/TRANSPORTATION COMMITTEE

- 1. A Hotel/Motel/Transportation Committee, made up of representatives of the APFA and the Company, will be established and shall meet as needed to review and resolve all Flight Attendant feedback relating to lodging accommodations and transportation for Flight Attendants.
- 2. Guidelines for the selection of hotels, motels and transportation shall include the safety and security of the transportation vehicles, rooms and hotel locations; the cleanliness and quietness of the accommodations, and the adequacy of the eating facilities. The following procedures will be used in the selection of hotel/motel accommodations and associated transportation:
  - a. The APFA's National Hotel Coordinator and/or her/his designee(s) will meet quarterly with the representatives of the Company, or more frequently, if needed, to review the suitability of hotel/motel accommodations and associated transportation for Flight Attendants. The parties intend that the APFA's National Hotel Department representative(s) be given the opportunity to consult with and make recommendations to the Company on the selection and suitability of accommodations and associated transportation.
  - b. When changing or selecting accommodations, the Company will prepare a list of hotels/motels being considered and provide such list to the APFA. If requested, the Company will also provide a list of all companies from whom bids were requested and all companies who submitted bids. Lists provided to the APFA will not include any details or pricing information. The APFA will have the opportunity to add facilities to the list of those being considered. The parties will jointly inspect the proposed facilities (including any added to the list by the APFA). The Company will provide the APFA with a minimum of ten (10) days notice of any city or cities to be reviewed.
  - c. The Company will consider all recommendations of the APFA and then select the facility to be used from those that are mutually acceptable to the Company and the APFA. It is the intent of the parties that representatives of the Company and the APFA's National Hotel Department reach agreement on the selection of the hotel/motel accommodations. If, however, there are no mutually acceptable facilities, the Company and the President of the APFA (or her/his designee) will meet to attempt to agree on a facility. If the Company and the President of the APFA (or her/his designee) cannot reach agreement, the Company will make the final determination.
  - d. If the Company receives a report from the APFA's National Hotel Department of a problem with a facility or associated transportation arrangement, the Company will promptly investigate the reported problem and respond to the APFA within fifteen (15) calendar days on the results of its investigation and the actions being taken to resolve the problems that are confirmed by the Company.

- e. Subject to the limitations of paragraph 2.b. above, the Company and the APFA National Hotel Department will make available to each other all information reasonably calculated to assist in decisions regarding hotel/motel accommodations, including but not limited to any reports received from Flight Attendants.
- 3. The Company will make every effort to avoid delays in room assignments at all hotels/motels.

## **ARTICLE 22 - JOINT SCHEDULING COMMITTEE**

## A. ROLE OF THE JOINT SCHEDULING COMMITTEE

The Company and the APFA will establish a Joint Scheduling Committee (JSC) to:

- 1. Improve communication and understanding of Flight Attendant scheduling issues, and
- 2. Investigate, identify, and promptly recommend solutions to resolve Flight Attendant scheduling problems, and
  - 3. Make recommendations to improve the allocation, pairing, and scheduling of flying.

## B. COMPOSITION

The APFA and the Company will determine the composition of their respective subcommittees. The APFA will include the National Scheduling Coordinator and base representatives. The Company will include representatives from Crew Resources, Crew Tracking, Crew Scheduling, Crew Manning, Flight Service and/or Employee Relations, as necessary.

## C. MEETINGS

- 1. Meetings shall be held quarterly or more often, as deemed appropriate by the JSC, and in a place of their choosing.
- 2. The APFA and the Company will exchange, maintain and update points of contact between their respective subcommittees. The respective committees need not physically meet as a whole to complete their work.
- 3. The Company shall provide the APFA JSC participants Association Leave from flying duties when the requirements of the Company permit.

# D. AREAS OF RESPONSIBILITY

The JSC's areas of responsibilities will include, but not be limited to, scheduling matters such as allocations; trip pairings; automated monthly bidding; trip trading with open time; and administration of the reserve system and movement of duty-free periods to ensure the Company maintains adequate reserve coverage.

## E. DATA ACCESS

- 1. The JSC shall be provided access to and will use all methods, data, and reference materials which it determines is reasonable and necessary to effect their work. The JSC shall coordinate the timely exchange of data and reports, as well as the format, content and media of such information.
- 2. It is understood by the parties that some information may be identified by the Company as privileged. The APFA agrees to keep this information confidential until informed otherwise by the Company.

#### F. RECOMMENDATIONS

1. Contemplated changes to crew resource methodologies pertinent to the allocation, pairing, and scheduling of flying will be discussed jointly prior to their implementation.

- 2. The Company shall consider the recommendations made by the APFA's National Scheduling Coordinator and other representatives regarding the priority to be placed on controllable variables used in the production of allocations, assignments, trip sequences, lines of flying and other areas reviewed by the JSC.
  - 3. The Company shall implement the recommendations of the JSC in a timely manner.

# **ARTICLE 23 - EMERGENCY ASSIGNMENTS**

# A. BASE STAFFING EMERGENCY

At any time during a contractual month, if the projected open time for the balance of that month apparently exceeds projected utilization, the Company may temporarily use supervisors to relieve such shortage. However, such supervisors shall be used in conjunction with Step 3 of the Order of Open Time Coverage. Such action shall be considered a base staffing emergency.

# B. OTHER ASSIGNMENTS

The Company may temporarily assign an employee not covered by this Agreement to perform Flight Attendant duties when regular Flight Attendants are not available.

# **ARTICLE 24 - COPIES OF THE AGREEMENT**

# A. DISTRIBUTION OF LABOR AGREEMENT

The Company will provide each Flight Attendant with a pocket-sized copy of this Agreement. Every effort will be made to distribute said copies as soon as possible, following ratification. Each Flight Attendant, upon graduation from the Learning Center, shall be furnished a copy of this Agreement.

# B. DISTRIBUTION OF MEMBERSHIP INFORMATION

The Company will distribute to Flight Attendant trainees at the Learning Center a packet supplied by APFA containing a membership application, dues check-off and other information.

## **ARTICLE 25 - EXCHANGE OF TRIPS**

## A. TRIP TRADING BETWEEN FLIGHT ATTENDANTS

Flight Attendants may, subject to the provisions of paragraphs D., E., F., and G. below, exchange trip sequences by mutual consent between Flight Attendants at the same base, subject to the requirements of the service, with the approval of a designated Company representative. A request may be denied for reasons of a pending observation ride only during a Flight Attendant's probationary period. In the event of irregular operations, Flight Attendants shall remain in each other's sequence until they can return to their own after adequate rest periods.

Flight Attendants may exchange trips as provided in this Article 25, provided that:

- 1. Such trades are submitted on the basis of an equal number of trip sequences being traded, i.e., one (1) trip sequence for one (1) trip sequence or two (2) trip sequences, or
- 2. If such trade involves an unequal number of trip sequences, such trade, to be approved, must pass the test of comparable time. That test shall be that the difference between the sum total of hours to be traded by each of the Flight Attendants must be less than the value of the shortest time trip sequence to be traded by the Flight Attendant attempting to trade the greater amount of time. (See examples)
- 3. The test of comparable time, in paragraph 2. above, shall be administered in the following manner:
  - a. Add up the amount of time generated by each trade.
  - b. Deduct the amount of time of the Flight Attendant trading the least time from the Flight Attendant trading the most time.
  - c. If the difference in time is equal to or more than the value of the smallest sequence being traded by the Flight Attendant trading the greater amount of time, the trip trade will not be approved.
  - d. If the difference in time is less than the value of the smallest sequence being traded by the Flight Attendant trading the greater amount of time, the trip trade will be approved.

Example #1

|           | Sequence | Time          |           | Sequence | Time        |
|-----------|----------|---------------|-----------|----------|-------------|
| F/A Brown | 4238/10  | 4:45          | F/A White | 4329/10  | 5:00        |
| Trading   | 4238/11  | 4:45          | Trading   | 4239/11  | <u>5:00</u> |
|           | 4238/12  | <u>4:45</u>   |           | Total    | 10:00       |
|           | Total    | 14:15         |           |          |             |
|           |          | <u>-10:00</u> |           |          |             |
|           | Equals   | 4:15          |           |          |             |

The difference in time equates to 4:15 or less than the smallest sequence (4:45); therefore the trip trade is approved.

Example #2

|           | Sequence | Time   |           | Sequence | Time        |
|-----------|----------|--------|-----------|----------|-------------|
| F/A Black | 4240/12  | 10:00  | F/A Jones | 4241/12  | 6:00        |
| Trading   | 4240/14  | 10:00  | Trading   | 4241/14  | <u>6:00</u> |
|           | 4240/16  | 10:00  |           | Total    | 12:00       |
|           | Total    | 30:00  |           |          |             |
|           |          | -12:00 |           |          |             |
|           | Equals   | 18:00  |           |          |             |

The difference in time equates to 18:00 or more than the smallest sequence (10:00); therefore the trip trade is not approved.

Example #3

|          | Sequence | Time         |           | Sequence | Time |
|----------|----------|--------------|-----------|----------|------|
| F/A Gray | 4241/10  | 6:59         | F/A Smith |          |      |
| Trading  | 4241/12  | <u>6:59</u>  | Trading   | 4242/10  | 7:44 |
|          | Total    | 13:58        |           |          |      |
|          |          | <u>-7:44</u> |           |          |      |
|          | Equals   | 6:14         |           |          |      |

The difference in time equates to 6:14 or less than the smallest sequence (6:59); therefore the trip trade is approved.

Example #4

| =Xam or # 1 |          |              |             |          |      |
|-------------|----------|--------------|-------------|----------|------|
|             | Sequence | Time         |             | Sequence | Time |
| F/A Small   | 4242/10  | 7:44         | F/A Elliott |          |      |
| Trading     | 4242/12  | <u>7:44</u>  | Trading     | 4241/10  | 6:59 |
|             | Total    | 15:28        |             |          |      |
|             |          | <u>-6:59</u> |             |          |      |
|             | Equals   | 8:29         |             |          |      |

The difference in time equates to 8:29 or more than the smallest sequence (7:44); therefore the trip trade is not approved.

## Example #5

|           | Sequence | Time         |           | Sequence | Time          |
|-----------|----------|--------------|-----------|----------|---------------|
| F/A Jones | 4245/10  | 10:15        | F/A Moore | 4246/09  | 12:11         |
| Trading   | 4235/14  | 10:15        | Trading   | 4246/13  | 12:11         |
|           | 4245/18  | 10:15        |           | 4246/16  | 12:11         |
|           | 4245/21  | <u>10:15</u> |           | 4246/19  | 12:11         |
|           | Total    | 41:00        |           | 4246/22  | <u>12:11</u>  |
|           |          |              |           | Total    | 60:55         |
|           |          |              |           |          | <u>-41:00</u> |
|           |          |              |           | Equals   | 19:55         |

The difference in time equates to 19:55 or more than the smallest sequence (12:11); therefore the trip trade is not approved.

## B. OPTIONAL EXCHANGE

- 1. A Flight Attendant may relinquish a trip sequence(s) to another Flight Attendant at the same base, subject to the requirements of the service and to the limitations of paragraphs D., E., G. and H. below (Optional Exchange). An Optional Exchange request may be denied for reasons of a pending Observation ride only during a Flight Attendant's probationary period. In the event of irregular operations, the Flight Attendant accepting the Optional Exchange trip sequence(s) shall remain on such sequence until s/he can return to his/her own sequence after an adequate rest period.
- 2. A Flight Attendant accepting a trip sequence(s) through Optional Exchange shall be compensated for the flying of the trip sequence(s) in its entirety at the hourly base rate of pay as provided in Article 3.A. of the this Agreement. Such compensation will be used to measure against the applicable monthly guarantee. Flight time credit for flight time limitation purposes, for the flying of a trip sequence(s) obtained through Optional Exchange, shall not be applicable.
- 3. The number of Optional Exchanges will not be limited. Such Optional Exchanges will not be credited for flight time limitation purposes.

# C. TRIP TRADING WITH OPEN TIME (TTOT)

The Company shall establish Trip Trading with Open Time ("TTOT"), a real time, computerized system through which regularly scheduled Flight Attendants at a base may, subject to the provisions of paragraphs D., E., F., G., and H. below, exchange a trip sequence(s) with and/or relinquish a trip sequence(s) into Open Time, i.e., a trip sequence(s) which has been released by the Company and which contains an uncovered Flight Attendant position(s) on a given day at a particular base.

# 1. Definitions

a. "Designators" as used in this Article 25.C. are defined as the means by which the Company shall communicate to a Flight Attendant the operational conditions, i.e., Open Time restrictions and/or operational needs in existence at the time a request to TTOT is initiated, which may impact a Flight Attendant's ability to TTOT. Designators shall control the granting of requests to TTOT and may change minute by minute as operational needs, conditions or restrictions change.

b. "Trip Drop" is defined as the relinquishing by a Flight Attendant of a trip sequence(s) into Open Time at his/her base without obtaining another trip sequence.

# 2. Eligibility

- a. A Flight Attendant below his/her applicable monthly maximum shall be eligible to TTOT for a trip sequence of equal, higher or lower flight time pay and credit (trip sequence(s) value), except that s/he may not exceed eighty-five (85) hours Domestic or ninety (90) hours International.
- b. A Flight Attendant at or above eighty-five (85) hours Domestic or ninety (90) hours International will be eligible to TTOT only for a trip sequence(s) of the same or lower flight time pay and credit.
- c. Flight Attendants with an obligation to be available on "days originally scheduled to fly," and/or "Comparable Days," as provided in Article 9.E. and P. of this Agreement, and Flight Attendants with available days, as provided in Article 9.C.4. of this Agreement, shall, upon release from Crew Schedule, be eligible to TTOT on such days subject to the provisions herein.
- d. A Flight Attendant assigned to a position on a trip sequence(s) which requires a specific qualification(s) (e.g., foreign language, Purser) shall be required to TTOT for a trip sequence(s) requiring like qualification(s). If operational requirements permit, Crew Schedule may override this requirement for purposes of granting a Flight Attendant's request to TTOT.
- 3. Test for Comparable Time. TTOT may involve trading one (1) trip sequence for two (2) trip sequences or two (2) trip sequences for one (1) trip sequence provided that the flight time pay and credit for each of the two (2) trip sequences is each worth less flight time pay and credit than the flight time pay and credit of the one (1) trip sequence. This test applies to Flight Attendants who are trading up or down in time.
- 4. Trip Drops into Open Time. A Flight Attendant may Trip Drop a trip sequence(s) into Open Time by relinquishing a trip sequence into Open Time at his/her base without obtaining another trip sequence. Any Trip Drop shall be made in accordance with the TTOT provisions herein. Trip Drop(s) may reduce a Flight Attendant's applicable monthly guarantee as provided in paragraph G. of this Article. The number of Trip Drops permitted shall be limited to those described in paragraph C.8.c. of this Article.
- 5. Subsequent Trip Trade(s) with Another Flight Attendant. A trip sequence(s) obtained through TTOT may be subsequently trip traded to another Flight Attendant. However, if the Flight Attendant to whom the TTOT trip sequence is traded is scheduled at or above his/her applicable monthly maximum as a result of the subsequent trade, the Flight Attendant who initially obtained the TTOT trip sequence shall be restricted from TTOT for the balance of the contractual month's flying.

# 6. TTOT Procedures

a. Operational Requirements. TTOT shall be allowed until 0001 local base time the day before the departure of the earliest leg of the trip sequence involved in the trade (e.g., TTOT for Saturday will be open until 0001 on Friday). As operational needs require, Crew Schedule may prohibit TTOT, including Trip Drop(s), up to 96 hours prior to the departure of the first leg of the earliest trip sequence involved in the trade. In cases of operational necessity, TTOT may be prohibited for longer periods. In such cases, the Company will notify the APFA. In accordance with Article 22 of this Agreement, APFA's Scheduling Committee will have the right to confer with the Company regarding such prohibition.

- **b. Designators.** The Company may designate, in its discretion, by base, division, date, and sequence duration any operational restrictions on TTOT by the use of "Red Light," "Yellow Light" and/or "Green Light"(s) which will be designated by the Company for TTOT transactions based on operational needs. There will be one (1) set of lights designated for each base, division, date, and sequence duration.
  - (1) Trip Trade(s) with or Trip Drops Into Open Time. There will be a Green Light, Red Light, or a Yellow Light designator for the base, division, date, and sequence duration (measured in days) that is applied to sequence drops or the dropped sequence in a trade with Open Time.
  - (2) Trade Down Variable Buffer. A "variable buffer" will be incorporated into the system to allow Flight Attendants to trade a higher value sequence for an open lower value sequence provided that the difference between the two sequences does not exceed this variable buffer. This Trade Down Buffer may be raised or lowered depending on the operational considerations of a given day. The initial buffer will be set at one (1) hour.

# c. Requirements for TTOT

- (1) For a trip drop into open time, the Green Light designator must be on for the base, division, date, and sequence duration of the sequence to be dropped.
- (2) For trip trades with Open Time, the base, division, date, and sequence duration Green Light designator must be on for the dropped sequence in the trade. Trip trades with Open Time for which the Green Light designator is not on can occur, qualifications permitting (see C.2.d.), and subject to the following conditions:
  - (a) The sequence being dropped is designated yellow and the sequence picked up from Open Time is designated red.
  - (b) The sequence being dropped is designated red, the sequence picked up from Open Time is also red, the sequences originate on the same date and:

The picked up Open Time sequence terminates on the same date or a later date (i.e., 2-day dropped for 2, 3 or 4-day picked up) and;

The same or more time is picked up or when trading down in time the difference between the two sequences does not exceed the Trade Down Variable Buffer.

(c) The sequence being dropped is designated red, the sequence picked up from Open Time is also red, the sequences originate on different dates and:

The picked up Open Time sequence flies the same number of calendar days as the trip being dropped (i.e., 2-day dropped for 2, 3 or 4-day picked up) and;

The same or more time is being picked up or when trading down in time the difference between the two sequences does not exceed the Trade Down Variable Buffer and;

The picked up Open Time sequence is redder than the dropped sequence. One sequence is "redder" than another when coverage is worse on one sequence origination date versus another.

(d) The sequence being dropped is designated red, the sequence picked up from Open Time is red, and;

The picked up Open Time sequence overlaps the dropped sequence. A picked up sequence overlaps a dropped sequence when it originates on an earlier calendar date and terminates on the same or a later calendar date (i.e., 2-day dropped on the 15th for a 3 or 4-day picked up on the 14th) and;

The same or more time is picked up or when trading down in time the difference between the two sequences does not exceed the Trade Down Variable Buffer.

- (e) When both the dropped and picked up sequences are designated yellow the rules for same date red-for-red or different date red-for-redder will apply.
- (3) The following Open Time trades will not be allowed:
- (a) The sequence dropped is designated red and the picked up Open Time sequence is yellow or green.
- (b) The sequence dropped is designated yellow and the picked up Open Time sequence is green.
- d. Trip Trade Finder. The TTOT system will feature a "Trip Trade Finder" to assist Flight Attendants in locating "tradeable" Open Time sequences within Flight Attendant legalities and the TTOT operational requirements.

# 7. Optional Exchange

- a. A trip sequence(s) obtained through TTOT may not be subsequently relinquished to another Flight Attendant through Optional Exchange.
- b. Trip sequences may not be obtained through Optional Exchange from Open Time.

## 8. Limitations

- a. Only the individual Flight Attendant desiring to TTOT may accomplish such trade(s). A Flight Attendant is responsible for ensuring that TTOT transactions are accomplished by her/himself only. Trip Trade Services may not access TTOT for transactions on behalf of a Flight Attendant. TTOT transactions cannot be accomplished by a Flight Attendant for another Flight Attendant.
- b. In no case may a Flight Attendant temporarily trade a trip sequence(s) for the purpose of dropping below his/her applicable monthly maximum in order to subsequently become eligible for TTOT under the provisions of paragraph 1.a. above, i.e., "Parking" trips is prohibited. Flight Attendants must ensure that all TTOT trades/Trip Drops contained within their schedule are traded/dropped in compliance with the TTOT rules.

- c. Trip Drops into Open Time will not exceed six (6) calendar days in a contractual month. Such Trip Drops will not be credited for flight time limitation purposes.
- d. A Flight Attendant with "Available Days," "Comparable Days," or an obligation to be available on "Days Originally Scheduled to Fly" must be released by the Company from further duty on such days in order to be eligible for TTOT on those days.
- 9. Future Enhancements. The Company and the APFA may agree to increase or eliminate the calendar day limitation on Trip Drops into Open Time as detailed in 8.d. above. In addition, should programming enhancements permit, the Company and the APFA may agree to ease other restrictions of TTOT.

# D. EXCHANGES INVOLVING DUTY-FREE PERIODS

In accordance with paragraphs A., B. or C. above, a Flight Attendant(s) may exchange a trip sequence(s) involving scheduled duty-free periods provided that any such exchange must result in all duty-free periods, as required in Article 7.N. of this Agreement, for the Flight Attendant(s) involved in the exchange(s).

#### E. EXCHANGES INVOLVING EXPERIENCE FACTORS

In accordance with paragraphs A., B., or C. above, the Company will grant an exchange except in those cases where an experience factor indicates that the trip sequence does not operate in a way to grant the Flight Attendant adequate rest between trip sequences as provided in Article 7.L.3. and Appendix I, Article 7.M.

# F. OPTIONING AS A RESULT OF A TRIP TRADE

A Flight Attendant who has not optioned, but who, as a result of a trip trade as provided in paragraphs A. or C. above, schedules himself/herself below seventy-seven (77) Domestic, (eighty-two [82] International) trip selection hours, but in so doing could exceed the maximum credited hour limitation for the month, will be considered to have exercised the option as provided in Article 7.C. (Option I). However, if the trade is for the same or fewer hours, Option I will not be triggered automatically.

# G. EXCHANGES INVOLVING GUARANTEE

In accordance with the provisions of paragraphs A., B., and/or C. above:

- 1. A Flight Attendant who is originally scheduled above the monthly guarantee of seventy (70) hours, but who, because of the exchange of a trip sequence is below the monthly guarantee (seventy [70] hours), shall have his/her monthly guarantee reduced by the number of hours exchanged below the monthly guarantee.
- 2. A Flight Attendant who is originally scheduled below the monthly guarantee of seventy (70) hours, and who, through an exchange(s) further reduces his/her actual scheduled hours, shall have his/her monthly guarantee reduced to equal the new projection.
- 3. A Flight Attendant who during the month has exchanged a trip sequence(s) and in so doing scheduled himself/herself below the monthly guarantee as provided in 1. and 2. above, but through subsequent flying and/or exchanges has increased his/her projection to seventy (70) hours or more, shall be entitled to the monthly guarantee and shall be paid and credited without regard to the initial reduction below the monthly guarantee.
- 4. A Flight Attendant, who during the month has exchanged a trip sequence(s), and in doing so scheduled herself/himself below the monthly guarantee, as provided in 1., 2. and 3. above,

but through subsequent flying has increased her/his pay projection to seventy (70) hours or more, will be entitled to the monthly guarantee and will be paid and credited without regard to the initial reduction below the monthly guarantee. This provision will also be made applicable to the restoral of the seventy (70) hour monthly guarantee when a Flight Attendant returns to work after an unpaid absence, provided that such Flight Attendant further reduces her/his monthly guarantee through a subsequent exchange of a trip sequence in accordance to this Article 25.

# H. GENERAL RESTRICTIONS

- 1. The provisions of paragraphs A., B. and C. of this Article do not apply to trip sequences obtained through Make-Up (including Sick Make-Up) or Optional Exchange, except that a Flight Attendant who obtained a trip sequence through Make-Up (including Sick Make-Up) or Optional Exchange may effect a Position Swap with another Flight Attendant on the same trip sequence.
- 2. The provisions of paragraphs A. and C. of this Article do not apply to Flight Attendants on reserve, except that a Flight Attendant on reserve may effect a Position Swap with another regular or reserve Flight Attendant on the same trip sequence.

#### I. EXCHANGE OF TRIPS WHILE ON PROBATION

- 1. Probationary Flight Attendants will be permitted to trip trade and/or Optional Exchange drop (TT, OE, OR) without notice or approval for the period following bid finalization up to first day of the next contractual month.
- 2. After the beginning of the contractual month, a Probationary Flight Attendant may change his/her schedule (TT, OE, OR) during the contractual month provided contact is made and approval is given by his/her Flight Service Manager or, in the Flight Service Manager's absence, the Flight Service Manager's designee. The decision to grant or deny the required schedule change will not be unreasonably withheld.

# **ARTICLE 26 - SICK LEAVE**

#### A. SICK LEAVE ACCRUAL

- 1. a. A Flight Attendant shall be credited with three (3) hours of sick leave for each month of active service with the Company. The accumulation for each calendar year shall be available for use in the following calendar and/or subsequent calendar years.
- b. A Flight Attendant who has completed his/her first six (6) months of service may use up to thirty (30) hours of his/her accumulated sick leave in the calendar year in which s/he completed his/her first six (6) months of service.
- 2. Unused sick leave shall be cumulative up to a maximum of one thousand (1,000) hours.
- 3. Except as specified in paragraphs D. and E. of this Article, only hours of absence due to illness or injury of the Flight Attendant which are not compensable under the applicable Workers' Compensation Laws shall be paid for from such accrued sick leave.

#### B. COMPUTATION OF SICK LEAVE ACCRUAL

For purposes of computing sick leave accrual under this Article, fifteen (15) days or more of service in a calendar month shall be considered a full month and less than fifteen (15) days shall not be considered. In order to be eligible to accrue such sick leave provided for above, the Flight Attendant must be paid a minimum of four hundred twenty (420) hours during the calendar year or an average of thirty-five (35:00) hours per active month during the calendar year if the Flight Attendant has been inactive during the calendar year due to any unpaid status.

Additionally, Flight Attendants who are active less than 15 days in a month as a result of removal due to injury-on-duty or union leave will receive full accrual for that month, provided they meet the minimum paid hours requirement for each month of active status.

# C. ABSENCE DUE TO OFF-DUTY ILLNESS OR INJURY

- 1. Absence due to off-duty sickness or injury will be considered to begin with the date the Flight Attendant is unavailable for flight duty, continuing up to but not including the date again ready and, if required, medically cleared for flight duty. If a reserve Flight Attendant is unavailable due to sickness or injury, but later in the same day is cleared for flight duty, one day's sick leave will be charged, unless s/he actually performs flight duty in that day. To the extent that a Flight Attendant has sick leave accrued, s/he shall be paid, and his/her sick leave charged as follows:
  - a. A regularly scheduled Flight Attendant will be paid, and his/her sick leave accrual charged, for all hours of a trip or trips missed due to sickness or injury; provided that sick leave hours shall not be paid, nor shall a Flight Attendant's accrual be charged, for any sick hours if such payment would result in a Flight Attendant exceeding pay for eighty (80) hours (eighty-five [85] hours on International or MAC Operations) in that month.
  - b. A replacement Flight Attendant who reports sick on an available day will be paid, and his/her sick leave accrual charged, for the hours of the trip sequence s/he would have been assigned for that day. A Flight Attendant who remains on the sick list through subsequent available days will be paid, and his/her sick leave accrual charged, three hours fifty-three minutes (3:53) for each subsequent day of availability missed due to sickness; nor shall a Flight Attendant's accrual be charged for any sick hours if such payment would result in a Flight Attendant exceeding pay for eighty (80) hours (eighty-five[85] hours International or MAC Operations) in that month. Sick leave shall not be paid or charged for duty-free

periods under the provisions of Article 7.N. of the Basic Agreement (7.O. of the International Agreement).

- c. A reserve Flight Attendant will be paid, and his/her sick leave accrual charged, four hours and ten minutes (4:10) pay and flight time credit in a thirty day contractual month or three hours and fifty-six (3:56) in a thirty-one day contractual month for each day of reserve obligation missed due to sickness or injury; provided that sick leave hours shall not be paid; nor shall a Flight Attendant's accrual be charged, for any sick hours if such payment would result in a Flight Attendant exceeding pay for eighty-five (85) hours in that month. Sick leave shall not be paid or charged for duty-free periods provided in Article 10.F. of this Agreement.
- 2. A Flight Attendant who misses a trip sequence due to illness and who has insufficient paid sick leave available to cover the hours of the entire trip sequence will be able to draw upon his/her accrued sick leave to the extent of the hours remaining; the balance of the hours, or fraction thereof, of the trip sequence missed due to illness will be unpaid.

## D. OCCUPATIONAL ILLNESS OR INJURY

- 1. A Flight Attendant drawing Workers' Compensation may, at her/his option, draw upon her/his accrued sick leave provided the Flight Attendant is treated by a medical provider selected by the Company or the claims payor. The combination of Workers' Compensation benefits and sick leave will equal 100% of the monthly guarantee. Corresponding deductions will be made from his/her available sick leave accrual.
  - 2. a. The Company shall maintain a Preferred Provider Network ("PPN") list of specialized physicians from which Flight Attendants may select a physician for the treatment of injuries.
  - b. The decision to utilize the PPN is the determining factor in the ability of a Flight Attendant to draw upon his/her sick leave as provided for in paragraph D.1. above. However, that decision will have no effect on state mandated Workers' Compensation payment eligibility, unless specified by state statute. In the event the Flight Attendant is based in or lives in a state where the Company chooses not to participate in a PPN or a state that does not have a PPN, or the Flight Attendant is deemed geographically precluded from using a PPN as described in Appendix WW, s/he will not be precluded from drawing upon her/his accrued sick leave.
  - c. The Company shall meet and confer with APFA concerning any problems in the PPN system identified by APFA.

# E. OCCUPATIONAL INJURY UNDER EXCEPTIONAL CIRCUMSTANCES

# 1. Forced Landing/Rough Air/Passenger Assault/Hijacking/Sabotage

- a. A Flight Attendant, traveling in Company operated aircraft, as a flight crew member or as a passenger on Company business, and only if injuries are sustained as a result of forced landing, rough air, passenger assault, hijacking or sabotage while on duty, will receive full salary less Workers' Compensation benefits for a maximum of six (6) months. No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Article 3 will be made effective.
- b. After the six (6) month period, the Flight Attendant may, at his/her option, use accrued sick leave in addition to any Workers' Compensation to enable the Flight Attendant to receive her/his applicable monthly guarantee. The combination of benefits shall not exceed 100% of the applicable guarantee.

c. "Rough Air" will be defined and identified by the following observable in-flight characteristics:

"Large and abrupt changes in altitude and attitude occur. Occupants are forced violently against seatbelts and shoulder straps. Unsecured objects are tossed about. Food service and walking are not possible."

Moderate chop and/or moderate turbulence will not constitute rough air.

- (1) A Captain's official report (E6) or its equivalent of "severe turbulence" will be sufficient to substantiate the presence of rough air. In the absence of a Captain's official report of "severe turbulence", Flight Service will investigate IOD claims of rough air to determine the appropriateness of a designation of rough air. Parameters used for such determination are set out in Appendix YY.
- (2) A decision and notification by Flight Service of "non-rough air" will be considered as having fulfilled the requirements of Article 28.A.3., 4. and 5. of this Agreement.
- d. "Forced Landing" will be defined as those instances where due to a hijacking or hostage situation, the aircraft is forced to land.
- e. Company Policy on Passenger Assaults. The Company has a zero-tolerance for physical assaults against Flight Attendants.
  - (1) An on-duty Flight Attendant who is a victim of assault by a passenger will have the full cooperation of the Company in criminal charges brought against the passenger by appropriate authorities. It may be necessary for the Flight Attendant to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be given time off with pay and will receive appropriate assistance (e.g., Critical Incident Stress Debrief [CISD] referral, EAP assistance, legal referrals) from the Company.
  - (2) An on-duty Flight Attendant who is a victim of assault by a passenger will have the cooperation of the Company in pursuing civil litigation, in that the Flight Attendant will be given time off without pay in all proceedings specifically related to the civil litigation where the Flight Attendant's presence is needed for her/his deposition, mediation, trial or required by court order, subpoena and/or law enforcement authorities. The Flight Attendant will be required to submit appropriate verification for time off without pay. At the Flight Attendant's option, she/he may choose to use Personal Vacation Days (PVD's) in an amount up to the Flight Attendant's vacation accrual to be awarded in the subsequent fiscal year. Such PVD usage may exceed the limitations outlined in Art. 6.0. These PVD's will be awarded regardless of manning.
  - (3) A Flight Attendant requiring time off pursuant to e.(1) or (2) above will provide the Company as much advance notice as possible.

## 2. Incident Resulting in Fatality and/or Substantial Aircraft Damage

- a. A Flight Attendant who is assigned to a Company operated aircraft that is involved in an air accident resulting in:
  - (1) a single fatality without substantial aircraft damage, or

- (2) one or more serious injuries with substantial aircraft damage, or
- (3) complete aircraft destruction in the absence of fatalities, and, as such sustains injuries or disabilities as a direct consequence of the event that prevents her/him from returning to active duty will be entitled to the provisions of E.1.a. above.
- b. If, following the period of benefit of E.1.a. above, the Flight Attendant is unable to return to active duty, s/he will receive seventy-five (75) hours pay per month, less Workers' Compensation benefits, for an additional period not to exceed fifty-four (54) months. Such payment will be made in accordance with her/his length of service commensurate with the operation to which s/he is assigned. No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Article 3 will be made effective.
- c. At the end of the maximum five (5) year period, the Flight Attendant may, at her/his option, use accrued sick leave in addition to any worker's compensation benefits to enable the Flight Attendant to receive her/his applicable monthly guarantee.
- 3. **Major Aircraft Accident.** A Flight Attendant who is assigned to a Company operated aircraft that is involved in a major aircraft accident, defined as an air accident resulting in:
  - a. multiple fatalities, or
  - b. one fatality with substantial aircraft damage, and, as such, sustains injuries or disabilities as a direct consequence of the aircraft accident that prevents her/him from returning to active duty will receive seventy-five (75) hours of pay per month, less Workers' Compensation benefits. Such payment will be made in accordance with her/his length of service commensurate with the operation to which s/he is assigned. No deductions will be made from the Flight Attendant's sick leave account, and scheduled pay increases as provided in Article 3 will be applicable.

## 4. General Provisions

- a. In the determination of eligibility for benefits pursuant to 2, and 3, above, "fatality" will be defined as a loss of life directly related to and as a result of the operation of Company aircraft.
- b. In the determination of eligibility for benefits pursuant to 2. above, "complete aircraft destruction" will be defined as "physical or economic whole loss."
- c. Receipt of benefits under the provisions of paragraphs 1., 2. and 3. above will cease upon 1) the expiration of enumerated benefits; 2) the Flight Attendant's return to active duty; or 3) retirement, whichever occurs first. A Flight Attendant receiving benefits under these provisions may be required to document continued disability as reasonably requested by AA Medical. Other provisions of this Agreement may apply in these instances.
- d. PPN Provider. Pay continuance of benefits under the provisions of this Article 26 E. are contingent upon a Flight Attendant's use of a PPN provider during the time the Flight Attendant's injury is covered under Worker's Compensation, if s/he resides in a state where the Company uses a PPN and the Flight Attendant is not geographically precluded from using a PPN. Therefore, until a Flight Attendant has reached maximum medical improvement, or has received a permanent impairment rating based on state-mandated guidelines, the Flight Attendant must use a PPN provider, if s/he resides in a state where the Company uses a PPN, and the Flight Attendant is not geographically precluded from using a PPN. Once maximum medical improvement has been reached or the Flight Attendant has received a permanent

impairment rating based on state-mandated guidelines, the Flight Attendant may opt to switch to a non-PPN provider for continuing medical care. The provisions of 26.D.2.a. and c. apply.

- e. Pay continuance of benefits under the provisions of this Article 26.E. are contingent upon a Flight Attendant's cooperation with the Company, including cooperation with any applicable procedures, and in providing the required documentation necessary to substantiate his or her injury.
- f. For pay purposes, a Flight Attendant will remain in her/his applicable operation (Domestic/International) during her/his entire period of injury. If, however, at the time of the event causing the Injury on Duty, a Domestic Flight Attendant had a proffer request on file for an International base, and at the time of the event a proffer award was pending for that specific International base, and, but for the event, the Flight Attendant would have been awarded that proffer, then such Flight Attendant will be paid International rates of pay for purposes of pay continuance under Article 26.E. Such International rates of pay will be effective on the first day of the next contractual month following the proffer award results.
- g. Benefits pursuant to Article 26.E. will be in lieu of any other payment provided for in this Article for all absences due to the same illness or injury.
- h. Payments made under Article 26.E. will be offset by Workers' Compensation payments for which the Flight Attendant is eligible. The combination of benefits paid under Article 26.E.1. or E.2. will not exceed one hundred percent (100%) of the applicable total salary continuation amount (e.g., 75 hours/month), once the maximum six (6) month period has been exhausted in E.1.a. and E.2.a. above.
- 5. Injuries Sustained in Flight Other Than Under Exceptional Circumstances. Injuries sustained in flight for any other reason are covered in D. above.
- 6. Flight Attendant Support Mechanisms. The parties recognize the benefit of having various Flight Attendant" support mechanisms" in place to assist Flight Attendants who sustain injuries pursuant to this Article 26.E. Examples of some of the existing support systems include the "GO Team", Critical Incident Stress Debrief (CISD), EAP, AA/APFA Safety Committee, Passenger Misconduct Task Force and the Turbulence Task Force.

## F. REPORT OF INJURY ON DUTY

- 1. A Flight Attendant shall upon becoming aware of having sustained an occupational illness or injury, unless disabled, must immediately submit a written report to the Company containing the following information:
  - a. Flight number, aircraft and cabin position.
  - b. Date incident occurred.
  - c. When/where incident occurred.
  - d. How incident occurred.
  - e. Action taken when incident occurred.
  - f. When/where, from whom professional medical aid was received.
  - g. Indicate if time was lost from work.
  - h. Names of witnesses.
  - i. Signature and employee number.
- 2. The Flight Attendant will be given a copy of his/her written report. Upon request of the Flight Attendant, the APFA will also be provided a copy of the report. Flight Attendants will be required to follow local base procedures which will be made available to each Flight Attendant at his/her base station.

## G. CHALLENGE TO PAYMENT OF CONTRACTUAL INJURY ON DUTY BENEFITS

In the event that the Company or its designee challenges the payment of Injury on Duty (I.O.D.) benefits to a Flight Attendant the Company or its designee may, within seven (7) days of the employee's report of injury (filing of report of I.O.D. claim or commencement of lost time), notify the Flight Attendant and the APFA Chairperson, in writing that the claimed I.O.D. is being challenged. The Flight Attendant may appeal the Company's challenge within seven (7) days of receipt of the Company's challenge by notifying his/her supervisor and the APFA Base Chairperson, in writing. Once challenged, the following shall apply:

# 1. Injury That Does Not Exceed The Statutory Waiting Period

- a. The Flight Attendant will receive pay continuance from the Company up to the maximum days provided during the statutory waiting period under the applicable State Workers' Compensation laws.
- b. The supervisor and/or Base Chairperson may appeal within thirty (30) days to the Short Term Injury On Duty Panel, composed of the President of APFA and the Vice President Employee Relations, or their designee. Should the panel be unable to resolve the issue, the matter shall be referred to the designated permanent I.O.D. Referee for decision.
- c. The referee will render an immediate decision, without a written opinion, within twenty-four (24) hours of the hearing. His/her decision shall be limited to (1) determining whether the pay continuance, made to the Flight Attendant under this provision, shall be considered a benefit under sick leave or I.O.D. benefits, or (2) whether the employee was not disabled and therefore should return to the Company the benefits s/he received under this provision.
- d. Expenses for the hearing before the special designated referee will be borne in the same manner as for grievances under this Agreement.
- 2. Injury That Exceeds The Statutory Waiting Period. If the Company challenges the payment of a Flight Attendant's contractual IOD pay continuance benefits prior to a finding of compensability by the respective State Workers' Compensation Board, and/or if a Flight Attendant's compensation case is settled without a finding of compensability, the following will apply:

# a. Challenge Procedures

- (1) If the Company's challenge is made outside of the seven (7) day requirement of this paragraph G., the provisions of paragraph b. below will apply.
- (2) If the Company's challenge and the Flight Attendant's appeal of that challenge are timely, the case will be reviewed by the President of the APFA and the Vice President of Employee Relations, or their designees, within thirty (30) days of the appeal to determine if the payment of the contractual benefits should be initiated.
- (3) If, through a mutual agreement by the parties, the Flight Attendant is paid her/his contractual IOD pay continuance benefits, but the respective State Workers Compensation Board later deems the case as non-compensable, all parties will be bound by the State Workers' Compensation Board's decision and the Flight Attendant will be deemed to have automatically consented to repay the Company any pay continuance benefits that have been paid for that particular injury.
- (4) If the parties are unable to resolve the issue of payment of the contractual benefits, the provisions of Article 28.A.3., 4., and 5. of this Agreement will be considered to have been fulfilled and the Flight Attendant may choose to attempt

to recover any contractual pay continuance benefits through a grievance processed in accordance with the System Board of Adjustment procedures as detailed in Article 28 and 29 of this Agreement. If such grievance is filed, it will be scheduled in accordance with mutually agreed upon administrative procedures for a hearing at the next scheduled Quarterly System Board and all parties will be bound by the arbitrator's decision.

- b. New/Additional Information After Seven (7) Day Period. It is understood that there may be instances in which new/additional information is made known/becomes available to the Company after the seven (7) day period which, in the Company's determination, supports an objection to the continuation of contractual IOD pay continuance benefits. In such event the following will apply:
  - (1) The Company, or its designee, will notify the Flight Attendant and the APFA Base Chairperson, in writing, of its objection to the continuation of the payment of contractual IOD pay continuance benefits and the specific reason for the objection.
  - (2) In the event the Flight Attendant does not agree with the Company's decision to object to the continuation of contractual IOD pay continuance benefits, the provisions of Article 28.A.3., 4., and 5. of this Agreement will be considered to have been fulfilled. The Flight Attendant's claim for payment of contractual IOD pay continuance benefits may be processed as a grievance in accordance with the System Board of Adjustment procedures as detailed in Articles 28 and 29 of this Agreement. In such event, should the parties be unable to satisfactorily resolve the grievance prior to hearing, all matters relating to the grievance will be left to the Board's determination. Pending final resolution, the Flight Attendant will continue to receive all contractual pay continuance IOD benefits.
  - (3) In the event the Flight Attendant does not challenge the Company's decision to object to the continuation of contractual IOD pay continuance benefits, the Flight Attendant's records for the time period encompassed by the objection will be recoded as sick. If sick accrual is not available for the time period encompassed by the objection, the repayment of any contractual I.O.D pay continuance benefits received to date will be handled in accordance with current overpayment procedures.
- 3. Medical Reports And Documentation. In addition to other access to documents that may exist elsewhere in this Agreement, the Company will promptly furnish the APFA Vice President or his/her designee with all medical reports and documentation related to the respective I.O.D. (as they relate to the Company's denial of contractual benefits for that I.O.D.) provided the employee authorizes in writing the release of such documentation to the APFA.
- **4. Failure To Appeal.** If the employee fails to appeal the Company's challenge of benefits the decision of the Company shall be final.
- 5. Finding of Compensability. Notwithstanding other provisions of this paragraph G., if a Flight Attendant's workers compensation case is settled or adjudicated by the respective State Workers' Compensation Board with a finding of compensability, both the APFA and the Company will be bound by that determination, for payment of contractual I.O.D pay continuance benefits.

# H. SICK CALL PROCEDURES

A Flight Attendant unable to report for duty shall, unless prevented by reasons beyond his/her control, notify Crew Schedule or his/her immediate supervisor as far in advance of the starting time of his/her duty assignment as possible.

- 1. Initial Notification of Absence. The Flight Attendant must provide the Company with the estimated duration of absence and fix a date for a future contact. It is the responsibility of the Flight Attendant to contact Crew Schedule no later than the contact date given. If the Flight Attendant is not prepared to return to work, another contact with Crew Schedule must be made and an estimated date of return established. If the Flight Attendant anticipates a further extension of absence, or when a sickness becomes more protracted than originally anticipated, the Flight Attendant must promptly contact a supervisor and provide the Company with required information. When a Flight Attendant is unwilling to discuss the nature of the medical problem with a supervisor, the supervisor will refer the Flight Attendant to the Medical Department.
- 2. Firm Clearance Date. At the time the Flight Attendant provides notification to the Company of her/his inability to report for duty, s/he will be provided an opportunity to designate all or a portion of the planned period of absence as "firm". The Company will also provide an automated means for a Flight Attendant to make this indication (e.g., AVRS) at a later date.
  - a. If the Flight Attendant indicates that all or any portion of the period of planned absence is firm, each trip sequence which is scheduled to operate during any portion of the firm period will be released into open time at the time of such indication.
  - b. If the Flight Attendant with a firm period of planned absence subsequently clears from the sick list prior to the end of the period, the following adjustments will be made to her/his monthly activity record, as applicable.
    - (1) Each trip sequence which was removed and for which the Flight Attendant is now legal and available to fly, will, if still in open time, be reinstated onto her/his monthly activity record and the Flight Attendant's sick bank will not be charged to the hours of the reinstated trip sequence. And/or,
    - (2) For each trip sequence which was removed and for which the Flight Attendant is now legal and available to fly, but which is no longer available to be reinstated, the Flight Attendant will be held available on any day(s) originally scheduled to fly and the Flight Attendant's sick bank will not be charged for the hours of the original trip sequence(s) nor any available day(s). The Flight Attendant's applicable monthly guarantee will be protected provided s/he adheres to the requirements of Flight Attendants with availability obligations.
    - (3) Notwithstanding (2) above, if a Flight Attendant clears the sick list after availability assignments have been awarded, the sick bank for the Flight Attendant will be charged for the hours of the original removed trip sequence and no available days will be placed on her/his activity record for such trip sequence only.
- 3. Tentative Clearance Date. Any portion of a planned period of absence not indicated as "firm" will be considered tentative. Each trip sequence scheduled to operate during any portion of a tentative planned period of absence will be released into open time on the day prior to each such trip sequence at the time mutually agreed to by the APFA and the Company for such release.
- **4. Contact Number.** The Flight Attendant will also provide a contact number which may be used by the Company for administrative purposes or to request a medical certificate. A Flight Attendant will not be required to obtain permission to leave his/her contact number. Furthermore, a Flight Attendant will not be disciplined solely for being unavailable at his/her contact number.

# I. MEDICAL CERTIFICATE

A Flight Attendant may be required to submit a medical certificate signed by the Flight Attendant's personal physician to support payment of sick leave benefits. A verbal instruction will be

considered sufficient to support this requirement. All verbal instructions will be confirmed in writing. Such medical certificates shall contain the following information:

- 1. Date(s) treatment received,
- 2. Diagnosis of illness or injury in medical terms,
- 3. Prognosis.

## J. SICK CALL FOR EPT

The Company agrees not to charge a Flight Attendant for sick time when s/he calls in sick for his/her "EPT" training class. When all other attempts to reschedule the Flight Attendant without loss of a duty-free period or trip sequence have been exhausted, the Company reserves the right to reschedule the Flight Attendant on a duty-free period, if necessary, depending on the "EPT" schedule. If the rescheduling of the Flight Attendant "EPT" class requires that the Flight Attendant be removed from a scheduled trip, such Flight Attendant will not be paid under the provisions of Article 3.H. of this Agreement.

## K. STATEMENT OF MUTUAL OBLIGATION

The Flight Attendant and Association of Professional Flight Attendants recognize their obligation to prevent absence for reasons other than illness or injury, or other abuse of such sick leave privilege, and pledge their wholehearted cooperation to the Company to prevent abuse.

## L. ADDITIONAL ASSISTANCE

If the Company, at any time in its discretion, grants additional sick leave or assistance to any Flight Attendant, it shall not constitute a precedent requiring additional sick leave or assistance in any other case.

## M. COMPANY NOTIFICATION OF PREGNANCY

A Flight Attendant who becomes pregnant must, immediately upon becoming aware of such pregnancy, deliver to the Company a written notice of such pregnancy, and there shall be included with such notice a written statement from her doctor specifying the expected date of delivery. No later than fourteen (14) calendar days of such notice, the Flight Attendant shall also provide the Company with a written statement from her personal physician stating her ability to continue to fly, inability to fly due to disability, or her request for a personal leave of absence.

# N. OPTION TO FLY DURING FIRST TWENTY-EIGHT (28) WEEKS OF PREGNANCY

A Flight Attendant will be allowed to continue to fly during the first twenty-eight (28) weeks of her pregnancy (twelve [12] weeks prior to the expected date of delivery). The Flight Attendant must meet the following safety requirements within fourteen (14) calendar days of notice of pregnancy:

- 1. The Flight Attendant must provide her personal physician with a written description of Flight Attendant duties which will be provided by the Company, and the personal physician must provide the Company with a written statement indicating his/her opinion that the Flight Attendant's pregnancy is a normal, doctor supervised pregnancy and that she remains capable of safely performing her duties. Failure to provide the personal physician statement will result in removal from the payroll.
- 2. The Flight Attendant must remain under the continued care of a physician so long as she continues to fly while pregnant.
- 3. The Flight Attendant must notify the Company immediately of any change in her medical condition which might affect her ability to perform her duties.

# O. REQUIRED MEDICAL EXAMINATIONS (PREGNANCY)

For reasons of safety the Company may, at any time, require a pregnant Flight Attendant who continues to fly to undergo a medical examination by the Medical Department to determine her continued ability to perform her duties. In the event that the American Airlines Medical Department finds that she is no longer able to perform her duties, she will be placed on Sick Leave or Sick Leave of Absence (Maternity), whichever is applicable.

# P. DISABILITY DURING FIRST TWENTY-EIGHT (28) WEEKS OF PREGNANCY

At any time during the first twenty-eight (28) weeks of pregnancy, if the Flight Attendant's personal physician determines she is unable to perform her duties because of her condition or the medical treatment thereof, she will be placed on Sick Leave or Sick Leave of Absence (Maternity), whichever is applicable. This decision will be reviewed by the American Airlines Medical Department for final approval.

# Q. MANDATORY SICK LEAVE TWELVE (12) WEEKS PRIOR TO DELIVERY

In no event shall a pregnant Flight Attendant continue to fly after a date which is twelve (12) weeks prior to her expected delivery date.

# R. BENEFITS WHILE DISABLED (PREGNANCY)

A Flight Attendant is eligible for sick leave benefits for reason of pregnancy, childbirth, or related medical conditions when she is rendered unable to perform her duties because of her condition or the medical treatment thereof.

- 1. Twelve (12) weeks prior to the expected date of delivery, a Flight Attendant will be considered disabled and eligible for sick leave benefits.
- 2. During the first twenty-eight (28) weeks of pregnancy, the Flight Attendant's personal physician must advise the Company, in writing, of the Flight Attendant's inability to perform her duties. Such notification is subject to review by the American Airlines Medical Department.
- 3. A disabled Flight Attendant who has accrued sick leave will be eligible to be paid sick leave to the extent of her sick leave accrual, with corresponding deductions from such accrued sick leave until it is exhausted.
- 4. During the period while on paid sick leave, the Flight Attendant must "paper bid" on a monthly basis until her sick leave is exhausted.
- 5. When accrued sick leave has been exhausted, the Flight Attendant will be placed on a Sick Leave of Absence (Maternity).
- 6. When on a Sick Leave of Absence (Maternity), a Flight Attendant is eligible for Group Life and Health benefits and Long Term Disability benefits.

# S. PERSONAL LEAVE DURING FIRST TWENTY-EIGHT (28) WEEKS OF PREGNANCY

Pregnancy, childbirth or related medical condition may be considered a compelling reason for a Personal Leave of Absence.

## T. PERIOD OF DISABILITY AFTER BIRTH

- 1. Sick Leave or Sick Leave of Absence (Maternity) will continue after birth until the Flight Attendant is no longer disabled. A disability period of six (6) weeks after birth will be allowed under ordinary circumstances.
- 2. Medical complications following the delivery which result in continuing disability shall be the only exception recognized that would permit the extension of a Sick Leave of Absence (Maternity) beyond six (6) weeks after delivery.

## U. MEDICAL CLEARANCE AFTER BIRTH

Six (6) weeks after birth or, prior to returning to duty, whichever is sooner, it will be the responsibility of the Flight Attendant to make an appointment to obtain medical clearance for flight duty with the designated Company physician.

## V. PERSONAL LEAVE FOLLOWING BIRTH OF CHILD

If it is in the best interest of the health of the child, a Flight Attendant may be granted a Personal Leave of Absence following the birth of a child.

- 1. A female Flight Attendant may have her Sick Leave of Absence converted to a Personal Leave of Absence when her health permits her to return to work after delivery, which in most cases, will be six (6) to eight (8) weeks after delivery. A Flight Attendant who desires to return to work prior to six weeks after delivery must be cleared by both her personal health care provider and AA Medical.
- 2. Personal Leaves for either male or female Flight Attendants, may be approved for an initial period not to exceed ninety (90) days. A request for a Personal Leave must be made, in writing, as far in advance as possible. The request for a Personal Leave must state the reason for such request.
- 3. Personal Leaves for either male or female Flight Attendants, may be extended for an additional ninety (90) days, but no further extensions will be permitted. A request for extension must be made in writing, as far in advance as possible.
- 4. When both parents are AA Flight Attendants, they are eligible for a total shared leave amount of up to one hundred eighty (180) days, to be taken in a minimum of thirty (30) day increments. This one hundred eighty (180) day shared leave may be taken by the Flight Attendants at the same time, on an overlapping basis or sequentially, at their option.
- 5. The Personal Leaves described in paragraph 2., 3., and 4. above must be completed within one (1) year of the birth of the child.

# W. TERMINATION OF PREGNANCY

The Flight Attendant's physician must provide the designated Company physician with prompt written notice of date of delivery or termination of pregnancy in any other manner.

# X. INTENT TO RETURN TO WORK (MATERNITY)

A Flight Attendant returning from a Personal Leave of Absence, Sick Leave or Sick Leave of Absence (Maternity) must give the Company written notice of her intent to return to work prior to the expiration of such period of absence and shall return to work on a date established by the Company. Failure to return to work on the date established shall be deemed a voluntary termination of

employment. A Flight Attendant returning to work must meet the basic requirements of all other Flight Attendants.

# Y. EFFECT ON SENIORITY (PREGNANCY)

Company and Occupational Seniority shall accrue during Sick Leave of Absence (Maternity); Classification Seniority shall accrue only up to thirty (30) days. For Personal Leave, Company Seniority shall accrue up to ninety (90) days; Occupational Seniority shall accrue up to one hundred eighty (180) days.

## ARTICLE 27 - BEREAVEMENT/PERSONAL EMERGENCY LEAVE

## A. APPLICABILITY

Bereavement/Personal Emergency Leave for death in the immediate family up to a maximum of three (3) days with pay will be granted to the employees covered by this Agreement. Immediate family shall include mother, father, grandmother, grandfather, step-mother, step-father, spouse, son, daughter, step/or natural sister and/or brother, mother—in-law, father-in-law, or relative who actually resides with the Flight Attendant. Bereavement/Personal Emergency Leave will also be granted in the event of death of any member of the employee's household residing at the same address, including a domestic partner.

## B. DEATH OF LEGAL GUARDIAN

These provisions shall also apply in the event of the death of a legal guardian. A legal guardian is a person designated by a court to act as the guardian of an employee who s/he has raised from early childhood.

### C. USE OF PERSONAL VACATION DAYS TO EXTEND LEAVE

Should a Flight Attendant have a need to extend the time permitted for the Bereavement/Personal Emergency Leave, the Company will grant the use of those Personal Vacation Days (PVD's) provided for in Article 6.N. to be used in conjunction with the three (3) Bereavement/Personal Emergency Leave Days, in an amount up to the Flight Attendant's vacation accrual to be awarded in the subsequent fiscal year. Such PVD usage may exceed the limitations outlined in Article 6.N. These PVD's will be awarded regardless of manning.

# D. PASS BENEFITS

The Company will provide pass benefits in accordance with American Airlines Regulations.

## ARTICLE 28 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES

## A. DISPUTE RESOLUTION PROCESS

### 1. Purpose

- a. Intent. The Dispute Resolution Process described herein is intended to create fundamental changes in the method and manner of resolving disputes between the parties, and to facilitate non-adversarial resolution of disputes, wherever possible. This process is applicable to all disputes other than Presidential and Discharge Grievances.
- **b.** Implementation/Training. To ensure the successful implementation of the Dispute Resolution Process, the Company and the APFA agree that joint Alternative Dispute Resolution/Conflict Resolution training shall be conducted for Company and APFA representatives as soon as practicable after ratification of this Agreement.
- c. Railway Labor Act. Nothing within this Dispute Resolution Process is intended in any way to affect or abridge the rights of any individual under the Railway Labor Act.

# 2. Types Of Disputes

- **a. Individual Dispute.** An individual dispute (Individual Dispute) is defined as a dispute between a Flight Attendant and the Company involving any action of the Company affecting him/her, except discharge.
- b. Group Dispute. A group dispute (Group Dispute) is defined as a dispute protesting any action of the Company which affects those specifically named Flight Attendants at the same base and in the same manner, e.g., scheduling or pay matter affecting all Flight Attendants on a specific leg on a specific day. Any APFA representative shall be recognized by the Company as the representative of a specific named group of Flight Attendants at his/her base for the purpose of submitting such dispute. The provisions of this Section A. shall apply to the processing of such Group Disputes.
- c. Base Dispute. A base dispute (Base Dispute) is defined as a dispute protesting any action of the Company affecting Flight Attendants at the base as a group. The local APFA Chairperson or Acting Base Chairperson designated by the APFA, shall be recognized by the Company as the representative of Flight Attendants at that base for the purpose of submitting such dispute. The provisions of this Section A. shall apply to the processing of such Base Disputes.

## 3. Notice of Dispute

- a. Filing. A Flight Attendant having such a dispute may file an abbreviated, informal document termed a Notice of Dispute (hereinafter referred to as a NOD) in person or through an APFA representative, within ten (10) days, exclusive of Saturdays and Sundays, after becoming aware of such dispute. Such NOD shall be filed with the Manager of Flight Service, or his/her designee. Any and all documents supporting the claim that are in the possession of the Flight Attendant or the APFA representative should be attached to the NOD form at the time of filing.
- b. Signature/Authorization. Such NOD must be signed by the individual Flight Attendant(s) affected who is filing the dispute. If the NOD is submitted through an APFA representative, a signed authorization must be submitted to the Company, designating the APFA as the representative of the Flight Attendant(s) affected with respect to the dispute. Employees covered by this Agreement may be represented at a Dispute Resolution

Conference by such person as they may choose and designate, and the Company may be represented by such person as it may designate.

c. Distribution of NOD. Unless the APFA has filed the NOD on behalf of the Flight Attendant, the Company shall provide a copy of the NOD to the local APFA Chairperson, or Acting Base Chairperson designated by APFA, within five (5) working days of the Company's receipt of the NOD.

## 4. Initial Informal Attempt to Reach Resolution

- a. Discussion(s)/Initial Exchange of Documents. After a NOD is filed, the Company, the Flight Attendant(s) and his/her APFA representative should endeavor to discuss and resolve the dispute as soon as possible. The parties will commence the exchange of all documents supporting their respective positions at this point.
- **b. Resolution.** Should the parties be successful in reaching a resolution to the dispute, the matter shall be considered resolved and no further action shall be take by the parties on the matter except any action necessary to implement the terms of the resolution reached between the parties. Such resolution shall be summarized on the NOD form and shall be provided to the Flight Attendant and the APFA representative involved, or, if none, to the local APFA Base Chairperson or acting Base Chairperson designated by the APFA.
- c. Discussions/Resolution Off the Record/Non-Precedential. All matters discussed or decided prior to the Dispute Resolution Conference (DRC), including resolutions, shall be off the record and shall have no precedential effect on any other matter or be admissible or relied upon in any other matter. Notwithstanding the foregoing, the parties are not precluded from referring to such a resolution orally and in general terms, and should not refer to specific bases or number of such resolutions reached in other DRCS or initial informal discussions under this procedure.

# 5. Dispute Resolution Conference

- **a. Purpose.** Should the initial attempts to reach resolution be unsuccessful, a meeting hereinafter referred to as a Dispute Resolution Conference (DRC) shall be scheduled. The purpose of the DRC shall be to attempt to reach an acceptable resolution of the dispute informally.
- **b. Scheduling Coordination.** The scheduling of a DRC shall be coordinated through the Flight Service Base Manager's office at the Flight Attendant's base station.
- c. DRC Held Within 30 Days. The DRC shall be held within thirty (30) days following receipt of the NOD at a time and date mutually agreed upon, unless the parties otherwise agree.
- d. Participants at DRC. Except as noted below, participants at the DRC shall be limited to the Flight Attendant(s) who filed the NOD, his/her APFA representative, a Company representative and a Facilitator. In all matters involving an individual Flight Attendant's performance or attendance, or a personal matter, the Flight Attendant shall be present at the DRC. In all other disputes, such as scheduling, contractual or other policy issues, the Flight Attendant may elect not to attend the DRC and be represented at the DRC by his/her APFA representative.
- **e. Summary of Issues.** Prior to, or at the beginning of the DRC, the Flight Attendant, or his/her APFA representative, shall briefly summarize on the NOD form the matter at issue and the remedy sought. For Group or Base Disputes, as defined in paragraphs 2.b. and c. above, the APFA representative shall provide this summary on the NOD form.

## f. Facilitator

- (1) Selection. The DRC shall be facilitated by the Flight Service Base Manager or his/her designee, i.e., a peer Flight Service Manager. The Company shall select the Facilitator, except that any individual who is or was materially involved in the decision and/or the events leading to the NOD shall not be eligible to serve as the Facilitator at the DRC for that NOD. The Company shall consider the recommendation of the APFA grievance representative in the selection of the Facilitator for a DRC.
- (2) Role. The role of the Facilitator shall be non-adversarial. The Facilitator shall assist the parties in fashioning an acceptable resolution to the dispute.
- (3) Discussions with Facilitator Off the Record/Non-Precedential. The Facilitator shall review all of the documents exchanged and presented by the parties, and provide the parties with an opportunity to openly discuss the dispute. All matters discussed or decided at the DRC, including recommendations, whether accepted or rejected, and resolutions, shall be off the record and shall have no precedential effect on any other matter or be admissible or relied upon in any other matter. Notwithstanding the foregoing, the parties are not precluded from referring to such a resolution or accepted recommendation orally and in general terms, and should not refer to specific bases or number of such resolutions or accepted recommendations reached in other DRCS or initial informal discussions under this procedure.
- g. **Document Exchange.** At the DRC, the parties shall exchange all documents not previously exchanged supporting their respective positions. This exchange should continue throughout the process as documents become known to any of the parties, until such time as the dispute is finally resolved in accordance with this Agreement. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged from any documents exchanged.

### h. Resolution

- (1) If an agreement resolving the matter in dispute is reached by the parties during the DRC, the Facilitator shall summarize the agreement on the NOD form.
  - (2) All participants at the DRC shall sign the agreement.
- (3) The dispute shall be considered resolved and no further action shall be taken by the parties on the matter except any action necessary to implement the terms of the agreement reached between the parties.
- (4) The Company shall provide a copy of the completed NOD form to the Flight Attendant and the APFA representative involved, or, if none, to the local APFA Base Chairperson or acting Base Chairperson designated by the APFA.

# i. Failure to Resolve/Facilitator's Recommendation

- (1) If no agreement resolving the matter in dispute is reached by the parties during the DRC, the Facilitator shall issue a written, non-binding recommendation.
- (2) The recommendation shall be issued as a separate document apart from the NOD form.

- (3) The Facilitator shall issue the recommendation at the conclusion of the DRC, unless otherwise agreed to by the parties, and in no event shall the recommendation be issued later than three (3) working days following the conclusion of the DRC.
- (4) A copy of the recommendation, when issued, shall be provided to the Flight Attendant(s), and to both the Company and the APFA locally.

# j. Acceptance of Facilitator's Recommendation - Notification/Confirmation

- (1) The Flight Attendant(s), or the APFA representative, as applicable, shall have five (5) days exclusive of Saturdays and Sundays, from receipt of the Facilitator's recommendation to notify the Flight Service Base Manager, or his/her designee, that the recommendation is accepted.
- (2) In the case of an Individual or Group Dispute, the Flight Attendant(s) shall notify the Flight Service Base Manager, or his/her designee, of his/her acceptance by:
  - (a) signing the recommendation form indicating his/her acceptance and returning the completed form to the Flight Service Base Manger, or his/her designee;
  - (b) orally notifying the Flight Service Base Manager, or his/her designee, either in person or by telephone; or
  - (c) authorizing his/her APFA representative to communicate to the Flight Service Base Manager, or his/her designee, his/her acceptance either orally or in writing.
- (3) In the case of a Base Dispute, the APFA representative shall notify the Flight Service Base Manager, or his/her designee, by:
  - (a) signing the recommendation form indicating his/her acceptance and returning the completed form to the Flight Service Base Manager, or his/her designee; or,
  - (b) orally notifying the Flight Service Base Manager, or his/her designee, either in person or by telephone.
- (4) In all cases, the acceptance must be communicated within five (5) days, exclusive of Saturdays and Sundays, from receipt of the Facilitator's recommendation. In all cases where the Flight Attendant, or the APFA representative, as applicable, has communicated his/her acceptance orally, such acceptance must be confirmed in writing to the Flight Service Base Manager, or his/her designee.
- (5) Once acceptance is received, the NOD shall be considered resolved and no further action shall be taken by the parties on the matter except any action necessary to implement the terms of the recommendation.
- (6) A copy of the signed recommendation form and acceptance of the recommendation shall be provided by the Flight Service Base Manager, or his/her designee, to each of the parties, and to the APFA representative involved, or, if none, to the local APFA Chairperson or Acting Base Chairperson designated by the APFA.

# k. Rejection of Facilitator's Recommendation - Notification/Confirmation

- (1) In the case of an Individual or Group Dispute, the Flight Attendant(s) shall notify the Flight Service Base Manager, or his/her designee, of his/her rejection by:
  - (a) signing the recommendation form indicating his/her rejection and returning the completed form to the Flight Service Base Manager, or his/her designee;
  - (b) orally notifying the Flight Service Base Manager, or his/her designee, either in person or by telephone; or,
  - (c) authorizing his/her APFA representative to communicate to the Flight Service Base Manager, or his/her designee, his/her rejection either orally or in writing.
- (2) In the case of a Base Dispute, the APFA Representative shall notify the Flight Service Base Manager, or his/her designee, of his/her rejection by:
  - (a) signing the recommendation form indicating his/her designee, of his/her rejection and returning the completed form to the Flight Service Base Manager, or his/her designee; or
  - (b) orally notifying the Flight Service Base Manager, or his/her designee, either in person or by telephone.
- (3) In the event the Flight Attendant or APFA Representative, as applicable, provides no response within ten (10) days, exclusive of Saturdays and Sundays, following receipt of the recommendation, the recommendation shall be deemed rejected and dispute may be submitted to the System Board for adjudication.
- (4) In any case where a recommendation has been rejected, the Company shall provide a copy of the signed rejected recommendation to APFA Headquarters within five (5) working days of receipt; or, if no written response is forthcoming within ten (10) days, exclusive of Saturdays and Sundays, from issuance of the recommendation, the Company shall notify APFA Headquarters in writing, within five (5) working days, that such recommendation has been deemed rejected.
- (5) In all cases where a recommendation has been rejected, for record keeping purposes, the Flight Attendant(s) or the APFA Representative, as applicable, shall submit a signed copy of such rejection within thirty (30) days following receipt of the recommendation.
- **6. Submission to System Board.** Once the recommendation has been rejected, the NOD may be submitted as a grievance to the System Board of Adjustment, as provided for in Article 29 of this Agreement. The submission of a dispute to the System Board of Adjustment must be made within thirty (30) days of APFA Headquarters receipt of the rejected recommendation. The submission to the System Board of Adjustment shall include a formal and specific grievance statement, including the matter at issue and the remedy sought, the NOD, and a copy of all documents exchanged to date.
- 7. Conversion of Individual, Group and Base Disputes to Presidential Grievances. At any time after a NOD is filed in accordance with Section A of this Article, and prior to submission to the System Board of Adjustment, APFA may determine that a particular dispute involves a contractual or a policy issue which cannot be resolved at a local level and should be converted to a Presidential Grievance. In such case, a formal and specific statement of grievance shall be filed, and

the dispute processed in accordance with the Presidential Grievance procedures detailed herein. The Company may recommend that a NOD is appropriate for conversion to a Presidential Grievance, and the APFA shall consider the Company's recommendation.

#### B. DISCHARGE/PRESIDENTIAL GRIEVANCES

#### 1. Discharge

- a. Notification of Discharge/Request for Investigation and Hearing. A Flight Attendant shall not be discharged from the service of the Company without written notification of such action which shall contain the precise charges, nor without an investigation and hearing thereon, provided that such Flight Attendant makes written request for such investigation and hearing within ten (10) days, exclusive of Saturdays and Sundays, after receipt of notification. A copy of such discharge will be sent to the APFA Base Chairperson and the APFA Division Representative, simultaneously, with employee notification, unless the employee being discharged requests otherwise.
  - (1) Hearing Officer. Such written request for an investigation and hearing shall be addressed to, and such hearing conducted by, the Managing Director, Flight Service, or his/her designee.
  - (2) Investigation and Hearing Held Within 10 Days. Such investigation and hearing shall be held within ten (10) days, exclusive of Saturdays and Sundays, of the receipt of the Flight Attendant's written request therefor.
- **b. Hearing.** At the hearing, both parties shall present an explanation of their respective positions by describing the evidence and setting forth their arguments. The Company shall present its explanation first. Should either party desire to call a witness or witnesses to give testimony in support of his/her respective position, such witness shall be subject to questioning by the other party.
- c. **Document Exchange.** Documents supporting the respective positions of the parties may be exchanged at the hearing at the option of either party. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged from any documents exchanged.
- **d. Decision.** The official conducting the hearing shall render a decision as soon as possible but no later than ten (10) days, exclusive of Saturdays and Sundays, after the close of such hearing.
- e. Appeal. If the decision of the Managing Director, Flight Service, or his/her designee, is not satisfactory to the Flight Attendant, the matter may be appealed to the American Airlines Flight Attendant System Board of Adjustment as provided for in Article 29 of this Agreement provided said appeal must be submitted within thirty (30) days of receipt of the decision of the Managing Director, Flight Service, or his/her designee.
- **f. Withhold from Service.** A Flight Attendant may be held out of service by the Company pending such investigation, hearing and the appeals therefrom.

# g. Exoneration

(1) Reinstatement. If, as a result of any hearing or appeal therefrom, as provided herein, a Flight Attendant is exonerated, s/he shall, if s/he has been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which s/he would have ordinarily earned had s/he been continued in service during such period.

(2) Personnel Record. If, as a result of any hearing, or appeal therefrom, as provided herein, the Flight Attendant shall be exonerated, the personnel record shall be cleared of the charges.

#### 2. Presidential Grievances

- a. Filing. The President of the APFA may protest, in writing, to the Vice-President, Employee Relations, of the Company any action of the Company or any alleged misapplication or misinterpretation of this Agreement within forty-five (45) days after such alleged action, misapplication or misinterpretation has been ascertained.
- **b. Decision.** The Vice President of Employee Relations shall evaluate such grievance and render a decision, in writing, within twenty (20) days after it has been received.
- c. Appeal. If the decision of the Vice President, Employee Relations is not satisfactory, an appeal may be made, in writing, within twenty (20) days to the System Board of Adjustment, as provided in Article 29 of this Agreement.

#### 3. General

- a. Failure to Appeal Within Time Limits. If any decision made by the Company under the provisions of this Article is not appealed by the Flight Attendant(s) affected within the time limits prescribed herein for such appeals, the decision of the Company shall become final and binding.
- **b. Time Limits.** It is agreed by the parties hereto that the periods of time for hearings, decisions and appeals, established in this Article, shall be considered as maximum periods of time and that when hearings, decisions and appeals can be handled in a period of time less than the maximum time stipulated, every effort will be made to expedite such cases.
- c. Stenographic Reports. When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such investigation and hearing shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.
- d. Representation at Hearings. Employees covered by this Agreement may be represented at hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented either orally or in writing, or both, and through witnesses.
- e. Grievance Matters to be in Writing. All matters handled under the procedure provided for in paragraph B. of this Article shall be in writing and shall be signed by the employee or a representative designated by him/her, and all decisions shall be in writing.
- f. Representatives/Witnesses. When, under the operation of this Agreement, a Flight Attendant is chosen to act as the representative of, or witness for, another Flight Attendant against whom charges have been preferred, such Flight Attendant shall, when the requirements of the service permit, be given leave of absence of a time sufficient to permit him/her to appear as such representative or witness.
- **g. Submission to the System Board**. All submissions to the System Board of Adjustment shall be made in accordance with the provisions of Article 29 of this Agreement.

#### **ARTICLE 29 - SYSTEM BOARD OF ADJUSTMENT**

#### A. STATEMENT OF PURPOSE

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 which are properly submitted to it, which Board shall be known as the American Airlines Flight Attendant System Board of Adjustment, hereinafter referred to as the System Board.

#### B. JURISDICTION OF THE SYSTEM BOARD

#### 1. General

a. Scope. The System Board as constituted in accordance with the provisions of this Article shall have jurisdiction over disputes between any employee 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 System Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing agreements between the parties hereto.

#### b. **Definitions**. As used in the Article:

- (1) Arbitration Hearing is defined as a meeting of the System Board held for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement.
- (2) Session is defined as a series of arbitration hearings held for the purpose of adjusting and deciding Individual, Group and Base disputes pending before the Quarterly System Board as defined in 2.a. below.
- (3) Executive Session is defined as any meeting of the System Board wherein the participants are limited to the members of the System Board.

# 2. System Board Consideration of a Dispute

- a. Individual, Group and Base Disputes. The System Board shall consider and have jurisdiction over any Individual, Group or Base dispute, as defined in Article 28 of this Agreement, properly submitted to it by the President of the APFA in accordance with the terms provided for in this Agreement. Regular sessions of the System Board shall be scheduled once each quarter for the purpose of considering all Individual, Group and Base disputes properly submitted to the System Board when such disputes have not been previously settled in accordance with the terms provided for in this Agreement. Such regularly scheduled sessions, hereinafter referred to as the Quarterly System Board, shall take place once each quarter provided that there are such disputes filed with the System Board for consideration. The Quarterly System Board shall continue in session until all such disputes before it have been considered unless otherwise mutually agreed upon.
- **b.** Other Disputes. The System Board shall consider any other dispute properly submitted to it by the President of the APFA or by the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.

#### C. AUTHORITY OF THE SYSTEM BOARD

1. **Decisions.** Decisions of the System Board in all disputes properly referable to it shall be final and binding upon the parties thereto.

- **2. Majority Vote.** A majority vote of all members of a System Board shall be competent to make a decision.
- 3. All Judgments Rendered Without Prejudice. It is understood and agreed that each and every System Board Member shall be free to discharge his/her duty in an independent manner, without fear that his/her relations with the Company or with the employees may be affected in any manner by any action taken by him/her in good faith in his/her capacity as a System Board Member.

#### D. ADMINISTRATIVE OFFICERS OF THE SYSTEM BOARD

- 1. Commissioner and Deputy Commissioner. There is hereby established the position of Commissioner of the System Board and the position of Deputy Commissioner of the System Board. The Commissioner and the Deputy Commissioner are hereby deemed the Administrative Officers of the System Board.
- 2. Terms of Office. The Vice President of the APFA and the Vice President of Employee Relations, or their respective designees, shall act as the Commissioner or the Deputy Commissioner of the System Board. The Commissioner and the Deputy Commissioner once designated shall serve for one (1) year or until a successor has been duly appointed and designated. The office of Commissioner shall be filled and held alternately by the APFA and by the Company. When the APFA is acting as the Commissioner, the Company shall act as the Deputy Commissioner for the System Board, and vice versa.

# 3. Duties and Authority

- a. Administrative Duties. The Commissioner and the Deputy Commissioner shall be charged with coordinating the administrative functions of the System Board, including the appointment of arbitrators and the scheduling of arbitration hearing dates. The Commissioner and Deputy Commissioner shall have the right to delegate some or all of their responsibilities or duties to a designee, provided such delegation is promptly communicated to the other party.
- **b.** Record Keeping. The Commissioner and the Deputy Commissioner shall maintain a complete record of all disputes submitted to the System Board for its consideration and of all findings and decisions made by it.
- c. Expenses of the System Board. The Commissioner and the Deputy Commissioner, acting jointly, shall have the authority to incur such expenses, as in their judgment, may be deemed necessary for the proper conduct of the business of the System Board, and such expenses shall be borne one-half (1/2) by each of the parties hereto.

#### E. COMPOSITION OF THE SYSTEM BOARD

- 1. Appointment of Three (3) Member System Board. The System Board, in a given dispute(s) shall consist of three (3) members; one (1) of whom shall be appointed by APFA; one (1) of whom shall be appointed by the Company, and one (1) of whom shall be an arbitrator appointed in accordance with the provisions of this Article. Such appointees shall be known as System Board Members.
- 2. Invocation of Five (5) Member System Board. If either the APFA or the Company desires in a given dispute(s) a System Board comprised of two (2) Company members, two (2) APFA members, and the appointed arbitrator, such party shall invoke such System Board upon ten (10) days written notification to the opposing party. The invocation of a five (5) member System Board from time to time on a case by case basis shall not constitute cause for dispensing with the provisions of 1. above in any other dispute(s).

#### F. CHAIRPERSON OF THE SYSTEM BOARD

In a dispute properly submitted to the System Board, it shall be the duty of the Commissioner and the Deputy Commissioner to endeavor to reach agreement on the appointment of an arbitrator to sit as a member of the System Board and to serve as its Chairperson for the purpose of reaching a final decision on the dispute(s) pending before the System Board. The Chairperson shall preside at all arbitration hearings and Executive Sessions of the System Board involving such dispute(s) and shall have a vote in connection with all actions taken by the System Board on that dispute(s).

#### G. APFA AND COMPANY SYSTEM BOARD MEMBERS

- 1. Leaves of Absence and Travel. APFA and Company System Board Members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as System Board Members. So far as space is available, System Board Members shall be furnished free transportation over the lines of the Company for the purpose of attending arbitration hearings and Executive Sessions of the System Board, to the extent permitted by law.
- 2. Disposition of System Board Member Expenses. Each of the parties hereto will assume the compensation, travel expense and other expenses of the System Board Members appointed by it.
- **3. Notification.** The Commissioner and the Deputy Commissioner shall each notify the other of the individual(s) appointed to serve as System Board Members for a given dispute(s).

# H. TERMS OF OFFICE - SYSTEM BOARD MEMBERS

- 1. Quarterly System Board. The Quarterly System Board Members shall serve for one (1) year from the date of their appointment or until their successors have been duly appointed. Quarterly System Board Member vacancies shall be filled in the same manner as provided herein for the appointment of the original Quarterly System Board Members.
- 2. Discharge and Presidential Grievances. The System Board Members charged with deciding Discharge and Presidential Grievances shall serve on an ad hoc, case by case, basis.

### I. SUBMISSION OF DISPUTES

1. Content of Submissions. All disputes properly referred to the System Board for consideration shall be addressed to the Commissioner. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Commissioner who shall promptly transmit one (1) copy thereof to the Deputy Commissioner and each member of the System Board. Each submission shall include:

#### a. Individual, Group and Base Disputes

- (1) A formal and specific grievance statement, including:
  - (a) Question or questions at issue.
  - (b) Statement of facts.
  - (c) Remedy sought.
- (2) Copies of all documents exchanged between the parties to date.
- (3) Notice of Dispute.

# b. Discharge and Presidential Grievances

- (1) Question or questions at issue.
- (2) Statement of facts.
- (3) Position of employee, employees or the APFA.
- (4) Position of the Company.
- (5) Copies of all documents exchanged between the parties to date.
- 2. Joint and Separate Submissions. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the System Board, provided however, that such separate submissions must be made within thirty (30) days from the date of the Commissioner's receipt of the original submission. No dispute shall be considered by the System Board which has not first been handled in accordance with the provisions of this Agreement, including, as applicable, the rendering of a decision or the issuing of a recommendation by the Company.
- 3. Company Petition. Notwithstanding the foregoing paragraph, in no way shall the Company's right to file a petition to the System Board be affected.

#### J. PANEL OF ARBITRATORS

- 1. Panel. The Commissioner and the Deputy Commissioner shall endeavor to maintain at all times a panel of eleven (11) arbitrators that are mutually acceptable to act as the Chairperson of the System Board and from whom dates of availability are routinely obtained. Appointment of an arbitrator as a System Board Member will be based upon mutual agreement, rotation and availability.
- **2. Vacancy/Termination.** If a vacancy occurs on this panel, the Commissioner and Deputy Commissioner will endeavor to agree upon an arbitrator to fill such vacancy within thirty (30) days. Each arbitrator shall serve as a member of this panel for an indefinite term; either the Commissioner or Deputy Commissioner may cause the services of an arbitrator to be terminated (except as to disputes already submitted to him/her) by giving written notice to the other party and to the arbitrator.
- 3. Appointment of Ad Hoc Arbitrator. In the appointment of an arbitrator, the Commissioner and Deputy Commissioner should attempt to reach agreement from among members of this panel, however, nothing in this Article shall prohibit the Commissioner and Deputy Commissioner from agreeing to utilize an ad hoc arbitrator for a particular dispute(s).

# K. APPOINTMENT OF ARBITRATOR, LOCATION AND NOTICE OF HEARINGS

### 1. Quarterly System Boards

# a. Chairperson/Standing Arbitrator

- (1) Appointment of Standing Arbitrator. The appointment of a standing arbitrator to chair the Quarterly System Boards for the succeeding calendar year must be made no later than forty-five (45) days prior to the end of the present calendar year.
- (2) Termination. Either the Commissioner or the Deputy Commissioner may terminate the services of a standing arbitrator after the first Quarterly System Board or any Quarterly Session thereafter so long as such termination is made no later than sixty (60) days prior to the next scheduled session of the Quarterly System Board. In such event, the Commissioner and the Deputy Commissioner will promptly agree upon the appointment of another arbitrator, either from the panel of arbitrators or an ad hoc arbitrator, to Chair the Quarterly System Boards. Should the parties fail

to reach agreement within fifteen (15) days, the provisions prescribed herein will be utilized to retain the services of an arbitrator for the remainder of the calendar year. The newly appointed standing arbitrator will chair the next session of the Quarterly System Board, or if unavailable, the succeeding Quarterly System Board. If such arbitrator is unavailable for part or all of that initial session of the Quarterly System Board, during such period of unavailability, the parties will mutually agree upon an arbitrator to temporarily chair that part of the Quarterly System Board for which the newly appointed arbitrator is unavailable.

- **b.** Location of Arbitration Hearings. The Quarterly System Board shall meet in the city where the General Offices of American Airlines, Inc. are maintained, unless a different location is agreed upon by the Commissioner and the Deputy Commissioner.
- c. Notice of Arbitration Hearings/Docket. Upon receipt of notice of the submission of a dispute, the Commissioner shall set a date for the arbitration hearing, which shall be at the time of the next regular session of the Quarterly System Board and such dispute shall be considered docketed for hearing. If the President of the APFA or the Vice President of Employee Relations consider the dispute of sufficient urgency and importance, and the dispute has been docketed but not heard due to time constraints during at least one (1) prior session of the Quarterly System Board, either party may request an arbitration hearing at an earlier date. Such earlier date shall be at such a time and place agreed upon by the Commissioner and Deputy Commissioner, but not more than fifteen (15) days after such request for an arbitration hearing is made. The Commissioner shall give the necessary notices, in writing, of such arbitration hearing to the System Board Members and to the parties to the dispute.
- **d. Pre-Arbitration Conference.** Prior to each session of the Quarterly System Board, representatives from Headquarters Flight Service, Employee Relations and the APFA will confer by phone, or in person if mutually agreed upon, to review all grievances submitted to date. All parties will use their best efforts to facilitate and expedite the processing of disputes before the System Board.

#### e. Conversion to Presidential Grievance

- (1) If, at any time prior to submission to the System Board, the APFA elects to convert a particular Individual, Group or Base Dispute to a Presidential Grievance, the procedures in Article 28 governing Presidential Grievances shall apply.
- (2) If, after submission to the System Board, the APFA elects to convert a particular Individual, Group or Base grievance to a Presidential Grievance, the grievance shall, within forty-five (45) days of notice of conversion to the Company, be scheduled for a Pre-Arbitration conference. Should the Company desire to file a separate submission to the System Board, such submission shall be filed within thirty (30) days following the date of the Pre-Arbitration Conference.

# 2. Discharge Grievances

- a. Appointment of Arbitrator/Hearing Date. The Commissioner and the Deputy Commissioner shall, within forty-five (45) days from the date of APFA's submission, agree on the appointment of an arbitrator to chair the System Board and schedule the arbitration hearing date of a Discharge grievance. The scheduled hearing date may be outside this forty-five (45) day time limit.
- **b. Exception: Underlying Dispute.** For a discharge grievance arising from an underlying policy or contractual dispute which is currently pending between the Company and the APFA, the arbitration hearing on the discharge may be held in abeyance until the policy

or contractual dispute between the Company and the APFA has been resolved in accordance with this Agreement.

- c. Location of Arbitration Hearing. In discharge disputes, the System Board shall meet in the city where the discharged employee was based, unless otherwise agreed to by the Commissioner and the Deputy Commissioner.
- d. Notice of Arbitration Hearing/Docket. Discharge grievances shall be scheduled for arbitration hearing at such place and time agreed upon by the Commissioner and the Deputy Commissioner. The Commissioner shall distribute the necessary dockets, in writing, with the time and place of such arbitration hearing, to the System Board Members and to the parties to the dispute.

# 3. Presidential Grievances

- a. Headquarters Pre-Arbitration Conference. Within forty-five (45) days of APFA's submission of a Presidential Grievance to the System Board, a Headquarters Pre-Arbitration Conference shall be held with the President of the APFA or his/her designee(s) and the Vice President of Employee Relations, or his/her designee(s). At such conference, the parties shall exchange all documents known to the parties at the time which are used in support of their respective positions. For confidentiality purposes, and, at the option of either party, all names and other identifying information may be expunged from any such documents exchanged.
- **b.** Appointment of Arbitrator/Hearing Date. The Commissioner and the Deputy Commissioner shall, within forty-five (45) days from the date of APFA's request for arbitration, agree on the appointment of an arbitrator to chair the System Board and schedule the arbitration hearing date of the Presidential Grievance. The scheduled hearing date may be outside this forty-five (45) day time limit.
- c. Location of Arbitration Hearing. The System Board shall meet in the city where the General Offices of American Airlines, Inc. are maintained, unless a different location is agreed upon by the Commissioner and the Deputy.
- d. Notice of Arbitration Hearing/Docket. Presidential Grievances shall be scheduled for an arbitration hearing at such place and time agreed upon by the Commissioner and the Deputy Commissioner. The Commissioner shall distribute the necessary dockets, in writing, with the time and place of such hearing, to the System Board Members and to the parties to the dispute.

# L. PROCEDURE FOR BREAKING DEADLOCK IN THE APPOINTMENT OF AN ARBITRATOR

Should the Commissioner and the Deputy Commissioner fail to reach agreement on the appointment of an arbitrator to chair an arbitration hearing(s) of the System Board as provided in K.1.a. (1), K.2.a. and K.3.b. above, the Vice President of Employee Relations and the President of the APFA, or their respective designees, shall, within ten (10) days of the expiration of the time limits as provided in K.1.a. (1), K.2.a. and K.3.b. above, meet to review the reasons for the failure of the parties to reach agreement on the appointment of the arbitrator, and to make a final attempt to reach agreement prior to petitioning the National Mediation Board.

1. Petition to National Mediation Board. If, within ten (10) days of the meeting described above, the Vice President of Employee Relations and the President of the APFA have failed to reach agreement on the appointment of an arbitrator, the Commissioner shall petition the National Mediation Board for a list of seven (7) arbitrators who, in addition to other credentials, are members of the National Academy of Arbitrators. The Commissioner and the Deputy Commissioner will have thirty (30) days from receipt of this list to appoint an arbitrator and schedule the hearing date.

2. Appointment of Arbitrator. Through the process of elimination, with the Commissioner and the Deputy Commissioner alternately striking an equal number of the arbitrators from the list supplied by the NMB, an arbitrator will be appointed and the case set for hearing at the earliest possible date.

#### M. SCHEDULING AND POSTPONEMENTS OF ARBITRATION HEARINGS

The Commissioner and the Deputy Commissioner agree to use their best efforts to schedule arbitration hearings at the earliest practical date and to avoid and/or limit, whenever possible, the number of postponements. Any delay in scheduling or postponement should be for good cause, i.e., System Board Member, grievant, witness or presenter unavailability due to sickness, injury, and/or vacation; presenter staffing considerations; or delays pending the resolution of an outside hearing or resolution of a substantially identical dispute, etc.

#### N. STENOGRAPHIC REPORTS

When the Commissioner and the Deputy Commissioner mutually agree that a stenographic report is to be taken of a hearing of the System Board, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings shall be taken, any written record available taken of such System Board hearing shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by the parties to the dispute.

#### O. REPRESENTATION AND SUMMONING OF WITNESSES

1. Representation. Employees covered by this Agreement may be represented at System Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate.

#### 2. Witnesses

# a. Summoning of Witnesses

- (1) On request of individual members of the System Board, the System Board may, by a majority vote, or shall at the request of either the APFA representative(s) or the Company representative(s) thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties in the dispute, or by either party, or by the System Board itself, or by either group of representatives constituting the Board.
- (2) 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.
- b. Disposition of System Board Witness Expenses. Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses, and return, to the extent permitted by law.

# 3. Leaves of Absence for Representatives/Witnesses

In a dispute before the System Board, when a Flight Attendant is chosen to act as the representative of, or witness for, another Flight Attendant, such representative or witness shall, when

the requirements of the service permit, be given leave of absence of a time sufficient to permit him/her to appear as such representative or witness.

#### P. EXCHANGE OF DOCUMENTS AND WITNESS LISTS

- 1. Formal Exchange. Thirty (30) days prior to the date set for an arbitration hearing, the representatives designated by the parties shall exchange all documents they intend to enter in support of their respective positions and make available, in writing, the names of all witnesses they intend to summon whom they deem necessary to the dispute. Identifying information expunged from previously exchanged documents for reasons of confidentiality will now be exchanged with all information intact.
- 2. Additional Documents and Witnesses. Nothing herein shall require the representative of either party to present the aforementioned documents or to summon the aforementioned witnesses during the course of the hearing, nor shall the representatives of either party be restricted from entering documents or summoning witnesses who become known subsequent to the thirty (30) day exchange. Such additional documents and the names of such additional witnesses shall be exchanged at the time such determination is made.

#### Q. EVIDENCE

Evidence may be presented at a System Board hearing either orally, or in writing, or both, and through witnesses.

#### R. TIME LIMITS

It is agreed by the parties hereto that the periods of time established in this Article, shall be considered as maximum periods of time and that when disputes can be handled in a period of time less than the maximum time stipulated, every effort will be made to expedite such disputes.

# S. STATEMENT OF EMPLOYER AND EMPLOYEE RIGHTS

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 procedure 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.

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#### ARTICLE 30 - GENERAL

# A. EARLY RETIREMENT BENEFITS FOR FLIGHT ATTENDANTS RETIRING AT OR AFTER AGE 45 BUT BEFORE AGE 55

- 1. Eligibility. A Flight Attendant may elect early retirement at or after age forty-five (45), but before age fifty-five (55), provided s/he has had at least twenty (20) years of Company Seniority. Flight Attendants on both active status and approved leave of absence status are eligible for the Article 30 early retirement benefits outlined herein.
- 2. Lump Sum. A Flight Attendant retiring early at or after age forty-five (45), but before age fifty-five (55) with twenty (20) years of Company Seniority will receive a lump sum payment of \$25,000 (minus applicable taxes).
- 3. Pass Benefits. A Flight Attendant retiring early at or after age forty-five (45), but before age fifty-five (55) with twenty (20) years of Company Seniority, as described above, will receive the following pass benefits. These pass benefits are in lieu of any pass benefits the Flight Attendant may have been entitled to under existing Company policy had s/he not retired until age fifty-five (55) or later. The Flight Attendant shall be eligible for ten (10) round-trip SA Class "D-2" passes with service charges per year. Those eligible to use the pass benefits shall be the Flight Attendant, spouse and dependent children, as defined by Company policy. Reduced rates on other airlines for such Flight Attendants will be dependent upon interline agreements.
- **4. Notification.** A Flight Attendant electing to retire early at or after age forty-five (45), but before age fifty-five (55) with twenty (20) years of Company Seniority must give the Company at least six (6) months advance notice. During the next three (3) months, the Flight Attendant may cancel his/her election. However, if it is not cancelled by the end of the three (3) month period, the election to retire is irrevocable. All such retirements will begin on the first day of the contractual month next following six (6) months after proper notice has been given.
- 5. Retired Employee Life Insurance and Major Medical Coverage. A Flight Attendant retiring early from the Company who has attained at least age forty-five (45), but not age fifty-five (55), and who has completed twenty (20) years of Company Seniority, will be covered for Retired Employee Life Insurance and Major Medical benefits as follows:

# a. Retired Employee Life Insurance

- (1) If the Flight Attendant was hired on or after May 27, 1974, s/he shall be insured for \$5,000 of term life insurance as a retired employee.
- (2) If the Flight Attendant was hired before May 27, 1974, s/he shall be insured as a retired employee under the following schedule of term life insurance:

| Year of Retirement | Amount of Term<br>Life Insurance |  |
|--------------------|----------------------------------|--|
| 1                  | \$30,000                         |  |
| 2                  | 25,000                           |  |
| 3                  | 20,000                           |  |
| 4                  | 15,000                           |  |
| 5                  | 10,000                           |  |
| 6 and thereafter   | 5,000                            |  |

In the event a retired Flight Attendant under 5. above does not have a dependent as determined under the Internal Revenue Code for Federal Income Tax purposes, his/her coverage shall be \$5,000 of term life insurance. In the event a Flight Attendant who retired under 5. above with

dependent(s) as determined under the Internal Revenue Code for Federal Income Tax purposes, no longer has a dependent, his/her coverage shall be immediately reduced to \$5,000 of term life insurance.

#### b. Retired Employee Major Medical Coverage

- (1) The Flight Attendant, his/her spouse and dependent children shall each be insured under the Retired Employee Major Medical Plan for \$20,000 until the retired Flight Attendant reaches age sixty-five (65) and/or is covered by Medicare. Thereafter, the retired Flight Attendant and spouse, only, are each covered for the unused balance, if any, of the \$20,000 under the Retired Employee Major Medical Plan. Such coverage shall cease upon the death of the retired Flight Attendant, or when his/her surviving spouse is eligible for coverage under Medicare, if later.
- (2) The annual deductible under this Retired Employee Major Medical Plan shall be \$200 per individual per calendar year. The family deductible will be satisfied in a calendar year after three (3) members of the retired Flight Attendant's family satisfy the \$200 deductible.
- (3) If the Medical Services item of expense included in the Consumer Price Index-Urban Wage Earner and Clerical Workers for the month of July 1979 subsequently increases 25% over the next five (5) years, the annual deductible per individual will be increased \$50 per individual, effective January 1, 1985.
- (4) If the Medical Services item of expense included in the Consumer Price Index-Urban Wage Earner and Clerical Workers for the month of July 1984 subsequently increases 25% over the following five (5) years, the annual deductible per individual will be increased \$50 per individual, effective January 1, 1990.
- (5) This process will be repeated as the Medical Services item of expense increases. A comparable adjustment will be made in the family deductible.
- (6) The Retired Employee Major Medical Plan has a standard Coordination of Benefits Provision.
- 6. Benefits in Lieu of Other Payments. Eligible Flight Attendants electing the benefits of early retirement under Article 30.A. will not be eligible for other special payments and benefits afforded under, but not limited to, Appendix T.
- 7. Retirement Benefit Plan for Flight Attendants. With respect to the Retirement Benefit Plan for Flight Attendants, the Flight Attendant's eligibility for benefits under that Plan will be governed by the provisions of that Plan, as provided in Article 36.

# B. NO DISCRIMINATION

In accordance with the established policy of the Company and the APFA, the provisions of this Agreement will apply equally to all employees hereunder, regardless of color, race, religion, creed, sex, age, national origin, disability, or sexual orientation.

# C. PERSONNEL FILE

A Flight Attendant and her/his union representative, if the Flight Attendant desires his/her union representative to be present, may inspect his/her personnel file upon request.

- 1. A Flight Attendant may authorize a union representative to review his/her personnel file without the employee present by submitting original written authorization from the employee to the Company.
- 2. Inspection of the personnel file will be held in the presence of a Company representative at a mutually agreeable time.
- 3. A Flight Attendant may review and sign entries made in his/her personnel file discussion records.
- 4. Flight Attendant may attach written comment responding to any advisories, discussion records, letters of concern or letters of complaint contained in the personnel file.
- 5. If the Flight Attendant requests a copy of his/her personnel file material, a copy will be furnished by the Company. Reasonable copy charges are at employee expense.
- 6. All advisories, letters of concern or letters of complaint will be removed after a period of two (2) years from date of issuance.

#### D. BULLETIN BOARDS AND APFA USE OF FLIGHT ATTENDANT MAIL BOXES

- 1. Bulletin Boards will be provided by the Company at Flight Attendant base stations, marked APFA, for posting notices of APFA elections, APFA meetings, official notices pertaining to the administration of this Agreement, notices of APFA recreational and social affairs, and other matters of APFA business.
- 2. Official APFA bulletins may be distributed in the Flight Attendants' mail boxes if they have been approved for such distribution by the appropriate Manager-Flight Service or his/her designee.
- 3. Posted notices and official APFA bulletins shall bear the seal or signature of an officer of APFA and shall not contain anything of a defamatory or personal nature attacking the Company or its representatives.
- 4. There shall be no other general distribution or postings by employees or by APFA upon the Company's property.

# E. APFA LOCK-BOX

The Company will provide at base stations, a suitable lock-box for APFA mail. The size and type shall be dependent upon the location at each base station.

#### F. CREW LOUNGES

The Company will provide suitable supplies in crew lounges. APFA acknowledges that the employees using the lounges will make every effort to maintain the lounges in a neat and orderly fashion.

# G. ACCESS TO POLICIES AND PROCEDURES

A copy of American Airlines Policies and Procedures and the Flight Attendant portion of the Crew Resources Training Manual, including revisions to both, will be available for Flight Attendant use in the Operations area at each Flight Attendant base. A copy of same will be furnished to APFA Headquarters including revisions.

#### H. MEDICAL CLEARANCE

The Company will post and keep current at each Flight Attendant base a bulletin specifying the method and availability of medical clearance.

#### I. AIRCRAFT ACCIDENT-SURVIVOR MEDICAL CARE

The Company will continue its past practice with regard to a Flight Attendant assigned to a Company operated aircraft in an aircraft accident as defined under Article 26.E.3., and will continue to provide a Flight Attendant injured in such aircraft accident with complete medical care for injuries and/or disabilities of the Flight Attendant incurred as a direct consequence of the aircraft accident.

# J. NOTIFICATION OF ACCIDENT OR INCIDENT

The Company will notify the APFA National Safety Coordinator or their designee of accidents/incidents involving APFA Flight Attendants. The Manager Flight Service or his/her designee shall contact the local APFA Chairperson when Flight Attendant(s) assigned to his/her respective base are involved in an aircraft accident, emergency evacuation, hijacking, or when a Flight Attendant is injured. If the local APFA Chairperson is unavailable, the Base Manager Flight Service or his/her designee shall contact APFA Headquarters.

- \*K. FLIGHT ATTENDANT MEALS-GUIDELINES AND PARAMETERS

  \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.

  1. On any leg where safety and food service requirements are fulfilled, a Flight Attendant may eat a meal in the galley of the aircraft, as long as the cabin/zone is monitored.
- 2. If there is insufficient time for a Flight Attendant to eat a meal in flight, such meal may be consumed on the ground provided all other Flight Attendant responsibilities have been accomplished. Flight attendants who are eating on the ground will not interfere with other employees who are in the course of performing duties.
- 3. A crew meal appropriate to the time of day, will be provisioned under the following parameters:
  - a. Meals will be provided for Flight Attendants whenever they are scheduled for a duty period of six (6) hours or more without an intervening stop of at least two (2) hours and are scheduled to fly two or more legs within the duty period.
  - b. Whenever possible, such meals will be provided on the segment with the greatest scheduled block time within the applicable duty period.
  - c. Such meals shall contain First Class entrees on the highest domestic level of Main Cabin tray setup. On flights in which the First Class cabin is designated as Business Class, such meals shall contain a Business Class entrée on a Main Cabin setup.

# L. IN-FLIGHT REST

- 1. When time permits during a flight, provided all scheduled in flight services are completed and passenger needs are met, a Flight Attendant will be permitted to take in flight rest in a Flight Attendant or cockpit jumpseat, or, if available, a passenger seat, aisle side, in the last row of Coach class, provided that there are no passengers seated in the row.
- 2. The in-flight rest period shall not exceed fifteen (15) minutes and one Flight Attendant at a time will be permitted to take in-flight rest in a passenger seat as referenced in 1. above, provided

each cabin zone is monitored by another Flight Attendant and passenger needs and requests continue to be fulfilled.

3. Flight Attendants may eat, drink or read during the designated in-flight rest period. Guidelines regarding in-flight rest in a passenger seat as referenced in 1. above are set out in Appendix ZZ, Letter-I.

#### M. BENEFITS FOR FLIGHT ATTENDANTS IN THE EVENT OF TERRORISM OR SABOTAGE

1. Death, Permanent Total Disability, Disfigurement and Dismemberment Benefits.

In the event of:

- a. the death of a Flight Attendant resulting from injury or illness incurred during acts of terrorism or sabotage, or
- b. the permanent total disability of a Flight Attendant resulting from injury or illness incurred during acts of terrorism or sabotage or
  - c. (1) the permanent medical disqualification of a Flight Attendant by the Company,
    - (2) the complete loss by a Flight Attendant of sight or hearing,
  - (3) a Flight Attendant incurring any permanent bodily disfigurement that will cause the Flight Attendant in the judgment of the Company to not meet its appearance standards, or
  - (4) the loss of both hands, or both feet, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, resulting from illness or injury incurred during acts of terrorism or sabotage:

The Company shall pay or cause to be paid, subject to the conditions set forth in paragraphs 3. and 4. below, \$500,000 for death or for the conditions specified in 1.b. and 1.c. above, caused by or resulting from any acts of terrorism or sabotage or counteraction to such acts of terrorism or sabotage, to such Flight Attendant if s/he is alive, otherwise to his/her designated beneficiary under the Company's Group Life Insurance Plan. In no event will more than one lump sum payment of \$500,000 be made per covered Flight Attendant. "Permanent total disability" shall mean the complete inability of the Flight Attendant to perform any and every duty pertaining to any occupation or employment for remuneration or profit for the remainder of the Flight Attendant's life. "Loss", with respect to sight and hearing, shall mean entire and irrecoverable loss of such sight or hearing; with respect to hands or feet, loss shall mean actual severance through or above the wrist or ankle joints. In the event the Flight Attendant is killed, incurs a loss, is permanently medically disqualified, suffers permanent bodily disfigurement, or becomes permanently and totally disabled, as provided above, the payments under paragraph 1. of Article 30.M. shall be \$500,000, and such benefits shall be in addition to any benefits provided in other Company plans and payments made pursuant to State Workers Compensation Laws.

2. Temporary Occupational Disability Benefits. In the event a Flight Attendant is temporarily disabled due to an injury or illness arising out of or suffered in connection with acts of terrorism or sabotage while on flight duty or paid layover, the Company shall pay for the period of disability, up to a maximum of twelve (12) months, monthly compensation at the rate of pay set forth in paragraph 9. below. Such payment will be less weekly indemnity benefits received under applicable State Workers Compensation Laws and any payments made under the Long Term Disability Plan.

Notwithstanding the provisions of Article 26 of the Basic Agreement, such Flight Attendant will not be charged sick leave during such twelve (12) month period.

- **3. Applicability.** The payments provided by the provisions of paragraph 1. above shall be applicable to any Flight Attendant only when the conditions set forth in paragraphs 1.a., 1.b. and 1.c. above, as applicable, or the injury or illness which leads to such casualty, occurs as a result of acts of terrorism or sabotage or military counteraction of any government, agency or organization while such Flight Attendant is inside or outside the United States, and while s/he is on flight duty or paid layover.
- **4. Exclusions.** Benefits payable under paragraphs 1. and 2. above and 5. and 6. below shall not be applicable to a Flight Attendant when death, or a condition set forth in paragraphs 1.c., or 2. above, as applicable:
  - a. is intentionally self-inflicted, or
  - b. is contracted, suffered or incurred while such Flight Attendant was engaged in a criminal enterprise, or results from his/her having engaged in a criminal enterprise.
- 5. Workers Compensation Benefits. A Flight Attendant who is killed or injured during acts of terrorism or sabotage while on flight duty or paid layover will be covered for Workers Compensation benefits as prescribed by the state or territory in which such Flight Attendant's base station is situated. For a Flight Attendant who is killed, these benefits shall be in addition to other benefits to which a Flight Attendant's beneficiaries or representatives may be entitled, such as:
  - a. Any basic or elected optional life insurance benefits available under the Company's Group Life Insurance Plan,
  - b. The death benefits provided under the Company's Retirement Benefit Plan, if applicable,
    - c. The death benefits available under any Personal Accident policy, if applicable,
    - d. The death benefits provided under paragraph 1. above.

# 6. Missing, Internment, Prisoner or Hostage Benefits

- a. A Flight Attendant who is missing because of acts of terrorism or sabotage committed against such Flight Attendant while s/he is on flight duty or paid layover, shall be paid monthly compensation as set forth in paragraph 9. below for a maximum period of twelve (12) months after his/her disappearance or until death is established, whichever occurs first. When such Flight Attendant has been missing for twelve (12) months, the Company will aid the beneficiary in obtaining legal proof in order that death benefits under Company plans (including the Company's Retirement Plan, if applicable) can be paid, consistent with applicable state law.
- b. A Flight Attendant, who is interned or taken prisoner or hostage as a con sequence of terrorism or sabotage while on duty or paid layover, shall be paid monthly compensation as set forth in paragraph 9. below for the period during which s/he is known to the Company to be interned or held prisoner or hostage. Such payments will cease, however, when such Flight Attendant's release or death is established.
- c. When, under the provisions of paragraphs 6.a. or 6.b. above, a Flight Attendant has been missing for a period of twelve (12) months, or in the event no information is received by the Company for twelve (12) continuous months that an interned, imprisoned or hostage Flight Attendant is alive, the death benefits provided under paragraph 1. above

shall be paid. If such Flight Attendant is later found to be alive, compensation as set forth in paragraph 6.b. above will be paid retroactively from the time that monthly payments ceased, less any death benefits paid under paragraph 1. above which were paid to the beneficiary, up to the time released. Any death benefits not recovered per the above offset will be repaid by the beneficiary to the Company upon its demand.

#### 7. Benefit Assignments

a. The monthly compensation allowable under paragraph 6. above to a Flight Attendant interned, missing, held hostage or prisoner, shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with written directions from him/her. The Company shall require each Flight Attendant to execute and deliver to the Company a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, require all Flight Attendants to execute and deliver to the Company such written directions. The direction referred to shall be in, substantially, the following form:

"To: American Airlines, Inc.

"You are hereby directed to pay all monthly compensation allowable to me under Article 30.M.6. contained in the current Agreement between American Airlines, Inc. and the Association of Professional Flight Attendants, while interned, held prisoner or hostage, or missing, as follows:

| nitially, to,                          | ,                                    |
|--|--------------------------------------|
| (Name)                                 | (Address)                            |
| as long as living, and thereafter to   |                                      |
| _                                      | (Name)                               |
|  | as long as living, and thereafter to |
| (Address)                              |                                      |
| ······································ |                                      |
| (Name)                                 | (Address)                            |
| as long as living.                     |                                      |

"The balance, if any, and any amounts accruing after the death or legal determination of death of all persons 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.

"The foregoing directions may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon receipt of such letter by the Company.

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

|       | (Flight Attendant | Signature) |
|-------|-------------------|------------|
| Date: | Employee No       | "          |

b. Any payments due to any Flight Attendant under this provision which are not covered by a written direction, as above required, or as provided in paragraph 1., shall be held by the Company for such Flight Attendant and, in the event of his/her death or legal determination of death, shall be paid to the legal representative of his/her estate.

- **8. Seniority.** Flight Attendants shall maintain and continue to accrue all seniority and longevity for pay purposes during periods in which they are interned, held prisoner or hostage, or missing because of acts of terrorism or sabotage.
- 9. Monthly Compensation Definition. "Monthly compensation" as used in paragraphs 2., 6., and G., above is defined as the applicable monthly schedule maximum (seventy-seven [77] hours Domestic, or eighty-two [82] hours International) payable at the Flight Attendant's rate of pay and Operation status with subsequent negotiated increases to be included. Further, a Flight Attendant receiving such monthly compensation shall not be treated less favorably than any other Flight Attendant in that s/he shall be the recipient of all future negotiated benefits. This paragraph 9. will have no effect on payments made under the Company LTD Plan.
- **10. Relationship With Other Provisions.** Any payments made under the provisions of Article 30.M. will be in lieu of any and all other payments provided for under the Agreement, except as specifically noted in the provisions of Article 30.M.

#### **ARTICLE 31 - UNION SECURITY**

#### A. UNION MEMBERSHIP

- 1. Flight Attendants covered by this Agreement shall, as a condition of employment, maintain membership in APFA so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties).
- 2. A Flight Attendant may have his/her initiation fee and membership dues deducted from his/her earnings by signing the form "Assignment and Authorization for Check-off of Initiation Fees and Union Dues", as hereinafter set forth, or if no such authorization for payroll deduction is in effect, s/he must pay his/her initiation fee and membership dues directly to APFA.

# B. JOINING THE UNION

Flight Attendants, within sixty (60) days after the date of first assignment to line duty as a Flight Attendant with the Company, shall become members of APFA and shall, as a condition of employment, maintain membership in APFA so long as this Agreement remains in effect to the extent of paying initiation fees and membership dues.

#### C. RECALLED AND REHIRED FLIGHT ATTENDANTS

- 1. Flight Attendants who have been laid off and are subsequently recalled shall be governed by the provisions of paragraph B. to the extent of maintaining membership in APFA and paying membership dues.
- 2. Flight Attendants who have resigned from the Company and are subsequently rehired shall be considered new employees for the purposes of this Article and shall be governed by the provisions of paragraph B. to the extent of paying initiation fees and membership dues.

### D. UNION DUES DURING LEAVES/TRANSFER

Flight Attendants who are or who become members of APFA under paragraphs A. or B. above shall pay membership dues as set forth herein, except that payment of membership dues shall not be required as a condition of employment during leaves of absence without pay or during periods of transfer to classifications not covered by this Agreement. This shall not apply to transfers or leaves of absence of less than thirty (30) days' duration.

#### E. DEFINITION OF "MEMBER OF APFA"

"Member of APFA", as used herein, shall mean any Flight Attendant who is a member of APFA and is not more than sixty (60) days in arrears in the payment of initiation fees and membership dues as specified herein.

#### F. DELINQUENT DUES PROCEDURES

When a Flight Attendant who is a member of APFA becomes delinquent within the meaning of paragraph E. above, the following procedures shall apply:

1. The Secretary/Treasurer of APFA shall notify the Flight Attendant, in writing, certified mail, return receipt requested, copy to the Vice President-Employee Relations of the Company, that s/he is delinquent in the payment of initiation fee and membership dues, as specified herein and, accordingly, is subject to discharge as an employee of the Company. Such letter shall also notify the Flight Attendant that s/he must remit the required payment within thirty (30) days of the date of the mailing of the notice, or be subject to discharge.

- 2. If, upon the expiration of the thirty (30) day period, the Flight Attendant still remains delinquent, the President of APFA shall certify, in writing, to the Vice President-Employee Relations, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Vice President-Employee Relations shall then take proper steps to discharge such employee from the service of the Company.
- 3. A Flight Attendant discharged by the Company under the provisions of this paragraph shall be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.

# G. DISCHARGE FOR NON-PAYMENT OF DUES

Any discharge under the terms of this Article shall be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee and/or membership dues, as specified herein, and not because of denial or termination of membership in APFA upon any other ground.

#### H. PROCEDURES FOR CONTESTING DISCHARGE

Any grievance by a Flight Attendant concerning the interpretation or application of the provisions of this Article shall be subject, exclusively, to the following procedures:

- 1. A Flight Attendant who believes that the provisions of this Article pertaining to him/her have not been properly interpreted or applied may submit his/her request for review, in writing, within seven (7) days from the date the grievance arises, except that a grievance arising under paragraph F.1. must be filed within the thirty (30) day period specified therein. The request will be submitted to his/her immediate supervisor who will review the grievance and render a decision, in writing, not later than ten (10) days following the receipt of the grievance.
- 2. The immediate supervisor will forward his/her decision to the employee with a copy to the President of APFA. If the decision is not satisfactory to both the Flight Attendant and APFA, then either may appeal the grievance directly to the System Board of Adjustment, established under Article 29 of this Agreement, within ten (10) days from the date of the decision. The terms and provisions of such Article shall be applicable, except as otherwise specified herein.
  - 3. a. If APFA should appeal the decision to the System Board of Adjustment, it shall prepare a joint submission of the grievance, setting forth APFA's and the Flight Attendant's positions, and forward copies to the Flight Attendant, the Vice President-Employee Relations, and to the members of the System Board of Adjustment.
  - b. If the Flight Attendant should appeal the decision, s/he may request the Vice-President-Employee Relations to prepare the submission papers in his/her behalf for the System Board of Adjustment. In this event, such request shall be made by the Flight Attendant, in writing, to his/her immediate supervisor who will transmit, through the appropriate Manager of Flight Service, all facts, data and information concerning the grievance, together with a copy of the decision from which appeal is taken. The Vice-President-Employee Relations, will forward copies of the Flight Attendant's separate submission to the employee, the appropriate Manager of Flight Service, the President of APFA, and to members of the Board of Adjustment.
- 4. During the period a grievance is filed under the provisions of this paragraph and until final award by the Board of Adjustment, the Flight Attendant shall not be discharged from the Company because of non-compliance with the terms and provisions of this Article.

#### I. STATEMENT OF RESPONSIBILITY

APFA agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.

#### J. STATEMENT OF GOOD FAITH BY THE COMPANY

The Company will not interfere with, restrain, or coerce Flight Attendants because of membership or lawful activity in APFA, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in APFA.

# K. STATEMENT OF GOOD FAITH BY APFA

APFA agrees that neither APFA nor its members will intimidate or coerce any Flight Attendant in respect to his/her right to work, or in respect to APFA activity or membership and, further, there shall be no solicitation of Flight Attendants for APFA membership on Company time. APFA further agrees that the Company may take disciplinary action for any violation of this provision.

# L. COMPANY AGREEMENT TO DUES CHECK-OFF

During the life of this Agreement, the Company agrees to deduct from the pay of each member of APFA and remit to APFA initiation fees and membership dues levied in accordance with the Constitution of APFA and as prescribed by the Railway Labor Act, as amended, provided such member of APFA voluntarily executes the following agreed upon form. This form, also to be known as the "Check-off Form" shall be prepared and furnished by the Union:

# "ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF UNION DUES"

| "IO: American Airlines, Inc    | ۶.  |
|--------------------------------|---|
| Attention: Manager             |   |
| Flight Payrolls                |   |
| Mail Drop #790, P. O. Box 583  | 2809  |
| Tulsa, OK 74158-2809           |   |
| "I,                            | , hereby assign to  |
| (Print Name,                   | , Initial, and Last Name)   |
| the Association of Professiona | I Flight Attendants, my initiation fees and Association dues from |
| any wages earned or to be ea   | arned by me as your employee. I authorize and direct you to       |
| deduct the sum of \$           | initiation fees, in two (2) parts; one-half (1/2) with the first  |
| semi-monthly deduction, and    | one-half (1/2) with the first semi-monthly deduction at the time  |
| of my second year increase,    | and the amount currently in effect and as may hereafter be        |
| established by the Association | n as my membership dues, from each semi-monthly paycheck          |
| and to remit the same to the A | Association of Professional Flight Attendants."                   |
|                                |   |

"This assignment, authorization, and direction may be revoked by me, in writing, after the expiration of one (1) year from the date hereto, or upon the termination date of the labor agreement in effect at the time this is signed, whichever occurs sooner."

"This authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with the existing Agreement between the APFA and the Company."

| Signature of Employee | )     | Employee N | 0    |
|-----------------------|-------|------------|------|
| Address of Employee_  |       |            | Base |
| Department            | Phone | Date       |      |

#### M. DUES CHECK-OFF FORM

- 1. When a member of APFA properly executes such "Check-off Form", the President of APFA shall forward an original copy to the Manager, Flight Payrolls, care of American Airlines, Inc., Mail Drop #790, P. O. Box 582809, Tulsa, Oklahoma, 74158-2809.
- 2. Any Check-off Form which is incomplete or improperly executed will be returned to the President.
- 3. Any notice of revocation, as provided for in this Article or in the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by certified mail, addressed to the Manager, Flight Payrolls, at the address indicated above, with a copy to the President of APFA.
- Check-off Forms and notices received by the Manager, Flight Payrolls, will be stampdated on the date received and will constitute notice to the Company on the date received, and not when mailed.

#### N. COMPANY PROCEDURES FOR DUES CHECK-OFF

- 1. When a Check-off Form, as specified herein, is received by the Manager, Flight Payrolls, on or before a given payday, deductions will commence with the first regular paycheck following said payday and will continue thereafter until revoked or cancelled, as provided in this Article.
- 2. The Company will remit to APFA via electronic funds transfer, payment of all dues collected on a given payday, or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure.
- 3. The Company remittance of APFA membership dues to APFA will be accompanied by a list of names, employee numbers and station numbers of the employees for whom deductions have been made in that particular period, arranged in order of their employee numbers.
- 4. The Company will also supply in duplicate to the office of APFA a listing of those employees who are on leaves of absence, have accepted a position outside the bargaining unit, or have terminated employment with the Company.

#### O. DUES POLICIES FOR THE INACTIVE FLIGHT ATTENDANT

- 1. No deductions of APFA 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 this Agreement, or who is on leave without pay. Upon return to work as a Flight Attendant, deductions shall be automatically resumed, provided it is in accordance with the other appropriate provisions of this Article and of the Railway Labor Act, as amended.
- 2. A Flight Attendant who has executed a Check-off Form and who resigns or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked his/her assignment and if s/he is recalled or reemployed, further deductions of APFA dues will be made only upon execution and receipt of a new Check-off Form.

#### P. COLLECTION OF BACK DUES

Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, and collection of dues missed because of accidental errors in the accounting procedure, will be the responsibility of APFA and will not be the subject of payroll deductions, and the Company shall not be responsible in any way because of such missed collections. It will be APFA's responsibility to verify apparent errors with the individual Flight Attendant before contacting the Company.

# Q. DUES DEDUCTION

- 1. Deductions of membership dues shall be made in accordance with the Constitution of APFA and as prescribed by the Railway Labor Act, as amended, from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied.
- 2. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the semi-monthly period in which his/her last day of work occurs.

#### R. RIGHT TO UNION REPRESENTATION

APFA does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work. In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company supervisor present, the Flight Attendant, if s/he requests, shall have an APFA representative present. Such meetings will be delayed for a reasonable period of time, not to exceed four (4) hours, to allow the APFA representative to be present, provided the Flight Attendant remains at the place of the meeting while awaiting the APFA representative. The presence of an APFA representative at such meetings shall in no way interfere with the conduct of the meeting.

# S. COMPANY TO ASSUME ADMINISTRATIVE OVERRIDE

The Company will assume all related payroll cost for Flight Attendants who are on pay continuance.

#### T. SAVINGS CLAUSE

If any provision of this Agreement is declared unlawful or unenforceable as a result of administrative, legislative or judicial action, the parties agree that the Agreement will be amended to conform with the requirements of such action, provided, however, either party shall have the right to challenge the action in question, and amendment of this Agreement will be deferred pending completion of such challenge with no further right of appeal. All other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE 32 - HEALTH AND SAFETY COMMITTEES**

#### A. SAFETY COMMITTEE

The Company agrees to meet with the Flight Attendant Safety Committee. The Committee shall consist of not more than five (5) members designated by the APFA and not more than five (5) members designated by the Company. Additional participants may attend such meetings when mutually agreed upon by the Vice President of Flight Service and the President of APFA. The Safety Committee will meet once every six (6) months to study and evaluate matters relating to Flight Attendant safety. Recommendations of the APFA members will be considered in relation to all matters affecting Flight Attendant safety.

# B. HEALTH COMMITTEE

The Company agrees to meet with the Flight Attendant Health Committee. The Committee will consist of not more than five (5) members designated by the APFA and not more than five (5) members designated by the Company. Additional participants may attend such meetings when mutually agreed upon by the Corporate Medical Director and the President of APFA.

The Health Committee will meet once every six (6) months to study and evaluate matters relating to Flight Attendant health. Recommendations of the APFA members will be considered in relation to all matters affecting Flight Attendant health.

#### C. UNIFORM FLAMMABILITY TESTING

Materials used in future Flight Attendant uniforms will conform with the Class 1 requirements of the Federal Flammable Fabrics Act and the Regulations promulgated thereunder. The Company will include that requirement in its specifications to its uniform supplier(s) and will provide the APFA with verification from their supplier(s) that the suppliers' material manufacturer(s) conform to the requirements of the Act and Regulations.

#### D. IMMUNIZATIONS

AA Medical will consult regularly with the Centers for Disease Control to determine immunizations that are medically necessary for Flight Attendants flying to destinations served by American Airlines. The Company will provide immunizations which the Company, after consultation with the APFA, determines are medically necessary for Flight Attendants flying to these destinations served by American Airlines.

# E. CABIN AIR QUALITY

The Company will continue to meet or exceed all Federal Aviation Regulations pertaining to cabin air quality. Designated representatives from the APFA, Flight Service, Maintenance and AA Medical will meet as needed to discuss any areas of concern relative to cabin air quality.

# **ARTICLE 33 - NO STRIKE - NO LOCKOUT**

It is the intent of the parties to this Agreement that the procedures set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between them, and herefore:

# A. LOCKOUT

The Company shall neither cause nor permit a lockout during the life of this Agreement, and

#### B. STRIKE

Neither the Union nor the employees covered hereunder shall engage in a strike, sit-down, walkout or stoppage, slowdown or curtailment of work for any reason during the life of this Agreement.

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#### **ARTICLE 34 - PURSER**

#### A. PURSER POSITIONS

The Company will establish in its Domestic Operation a Purser position as provided herein and in its International Operation a Purser position as provided in Appendix I, the Supplemental International Agreement, Article 34.

- 1. **Assignment.** A Purser shall be assigned to all multi-aisle widebody aircraft. Such positions shall be compensated in accordance with Article 3.M. of this Agreement.
- 2. Duties and Responsibilities. In general, in addition to regular Flight Attendant duties, a Flight Attendant holding the position of Purser shall be responsible to Flight Service Management to ensure compliance among his/her crew for relevant Company policies and procedures during all phases of flight including:
  - a. Leading and directing in-flight crews in the proper delivery of all scheduled in-flight services;
  - b. Communicating and coordinating with appropriate support service departments and Flight Attendants, e.g., act as a liaison between Special Services and customers:
  - c. Attempting to ensure prompt and correct compliance with management's instructions;
  - d. Conducting pre-flight briefings for all Flight Attendants in the crew at the beginning of each trip sequence and as necessary thereafter;
  - e. Coordinating and directing pre-flight and in-flight duties of all Flight Attendants assigned to the flight, including the reassignment of a crew member's working position as needed to accomplish a required service;
    - f. Completing forms, reports and other paperwork as required;
  - g. Communicating safe work habits to the Flight Attendants assigned to the flight;
  - h. Immediately reporting hazardous conditions, unsafe practices, and improperly functioning tools and equipment to the captain and/or management as appropriate;
    - i. Ensuring customer needs, concerns and requests are met; and
  - j. Actively participating in the resolution of in-flight problems or concerns reported by customers and/or Flight Attendants.
- 3. A Purser, as a member of the bargaining unit, may discuss performance issues with management; however, s/he shall have no authority to discipline and/or recommend discipline for another Flight Attendant.
- 4. In addition, a Purser may be requested, on a voluntary basis, to participate in the development and evaluation of training methods and techniques for Flight Attendants.

#### B. SELECTION: CRITERIA FOR PROFFER/TRIGGER TRAINING

- 1. Minimum Seniority. A minimum of eighteen (18) months occupational seniority is required to trigger Purser training and/or be awarded a Purser proffer, except if an insufficient number of Flight Attendants bid to fill a proffer. In such case, those Flight Attendants with less than eighteen (18) months occupational seniority bidding to fill the proffer shall be awarded such proffer. If there is still an insufficient number of Flight Attendants bidding to fill the proffer, Flight Attendants shall be drafted in reverse order of seniority.
- 2. Objective Examination. The selection process shall be through an objective examination developed by the Company and reviewed by the APFA, and may include other objective components, e.g., leadership assessment testing.
- 3. Minimum Performance/Attendance Standard. A Flight Attendant desiring entry to the Purser program will satisfy an overall standard of no active corrective action (i.e., no written performance or attendance warnings), in her/his personnel file at the time s/he proffers.

#### 4. Proffer of Purser Training

- a. There shall be a Purser Standing Proffer List at each base on which a Flight Attendant may place his/her name.
- b. The Company may issue a proffer, specifying a number needed for Purser training at a base at any time during the year without regard to Purser Trigger Training classes, as provided in paragraph c. below. The notice period for such proffers shall be a minimum of fourteen (14) days, except Reserve Purser Proffers, as provided in paragraph D. below, may be a minimum of seven (7) days.
- c. Purser Proffers shall be awarded up to the number specified in the proffer in order of seniority to those Flight Attendants whose names appear on the Purser Standing Proffer List at a base.

#### 5. Systemwide Purser Trigger Training

- a. In addition to the Purser Standing Proffer List, as provided in paragraph 4.a. above, there shall be a systemwide Purser Trigger Training List on which a Flight Attendant may place his/her name. A Flight Attendant who places his/her name on the systemwide Purser Trigger Training List shall also have his/her name automatically placed on the Purser Standing Proffer List at his/her base.
- b. In order to successfully trigger, a Flight Attendant must meet the selection criteria of B.1., B.2., and B.3. above.
  - (1) The Purser Trigger Training List will be purged annually. Flight Attendants will be notified after each purge of the list, in order that they may place their name on the new list if so desired.
  - (2) The Company may utilize to the extent possible, open slots in Purser classes resulting from Reserve and/or Base Proffers to meet the annual obligation of number of trigger trained Flight Attendants.
  - (3) Vacant training slots in a Purser class, whether scheduled to accommodate a Reserve/Base Proffer or a systemwide trigger, will be filled by triggering Flight Attendants who have met the requirements of B.1., B.2., and B.3. above.

- c. The Company shall conduct a bi-annual review of the systemwide Purser Trigger Training List for the purpose of determining its obligation to conduct such training class(es) in accordance with this paragraph 5. Such review shall be accomplished no later than each January 31 and July 31.
- d. At the time of such review, a Flight Attendant whose name is on the systemwide Purser Trigger Training List and whose seniority is such that s/he, on a one-to-one basis, could have been awarded a Purser position at his/her current base for three (3) of the last six (6) months prior to the review of the systemwide Purser Trigger Training List, shall be considered to have successfully triggered Purser training, and is eligible for the next Trigger Training Class.

A single specific Purser selection will be paired with a single triggering Flight Attendant, in seniority order.

- e. A Flight Attendant who has successfully triggered to obtain the Purser qualification, will be offered training so that the Flight Attendant can be accommodated in system seniority order, base staffing permitting, in the earliest vacant training slot which may exist or become available in Purser training classes created by a Reserve and/or base Proffer. Additionally, if required in order to accommodate Flight Attendants who successfully trigger Purser training trigger classes will be held and completed no later than December 31 of each year.
- f. The Company is not obligated to train more than eighty (80) Flight Attendants triggering Purser per year, whether in proffer or trigger classes.
- g. The Company is not obligated to hold more than two (2) separate classes per year expressly for the purpose of training Flight Attendants triggering the Purser qualification.
- h. In the event that fewer than the minimum number of Flight Attendants successfully trigger such training by having sufficient seniority to hold the Purser position and meeting the selection criteria of B.1., B.2., and B.3. above, the Company is under no obligation to conduct such class(es).
- i. If the minimum number of Flight Attendants systemwide successfully trigger such training as provided above, a Purser Trigger Training Class(es) shall be held and completed no later than December 31 of each year. Training slots in such class(es) shall be filled in the following manner:
  - (1) Each base requiring the Purser qualification shall be guaranteed one (1) slot for the most senior Flight Attendant triggering who has successfully met the selection criteria in B.1., B.2., and B.3. above.
  - (2) After the provisions of i.(1) above have been fulfilled, and/or if no Flight Attendant from a given base has triggered Purser training, the vacant training slot shall be awarded by system seniority; and
  - (3) Remaining class slots shall be filled in system seniority order to the maximum class size and/or the yearly trigger maximum.
- j. A Flight Attendant who cannot be accommodated in a class because of personal reasons, unavailability of open slots or, in the case of trigger classes only, a shortage of eligible Flight Attendants to meet the minimum class size, will be retained on the Purser Trigger Training List until:

- (1) S/he can be accommodated in a vacant slot in a future Purser training class, or
- (2) The next annual purge of the Purser Trigger List, whichever occurs earlier.
- k. Flight Attendants not accommodated in training before the annual purge who still desire to trigger Purser training must re-trigger in accordance with 5.c. and 5.d. above.
- **6. Training/Qualification.** Prior to attending Purser training, a Flight Attendant who successfully proffers or triggers Purser training shall be required to meet the criteria of B.1., B.2., and B.3. above.

# a. Initial Training

- (1) A Flight Attendant who has fulfilled the requirements outlined in paragraphs B.1., B.2., and B.3., above must successfully complete an initial Purser Training Program.
- (2) A Flight Attendant who proffers/triggers initial Purser training may have his/her vacation assignment(s) varied for the purpose of attending a Purser Training Class.

#### b. Initial Qualification

- (1) A Flight Attendant who successfully completes the initial Purser Training Program in accordance with paragraph 6.a.1. above shall be presumed qualified in the position.
- (2) A Flight Attendant who successfully completes the initial Purser Training Program may have his/her vacation assignment(s) varied due to Purser coverage requirements for a period of no more than six (6) months within a fiscal vacation year, from the beginning of the first month in which his/her initial Purser Training is held. This paragraph shall not apply when a separate Purser reserve list, as provided in this Article, has been activated at his/her base.

# c. Initial (First Year) Bidding Obligation

- (1) A Flight Attendant who successfully completes the initial Purser training program and is qualified as a Purser shall be required to bid the Purser position, regular replacement or reserve for a minimum of six (6) months, exclusive of vacation months, out of the first twelve (12) months following the completion of the initial Purser training program.
- (2) A newly qualified Purser will begin accumulating hours toward the annual program participation goal of 6.e. below on the next May 1st (beginning of vacation bidding fiscal year) following her/his qualification as a Purser. Her/his bidding obligation pursuant to 6.c.(1) may overlap her/his first fiscal year of Purser service. The first year bidding obligation may run concurrently, in whole or in part, with a Purser's first full fiscal year participation requirement.
- d. Maintaining Qualification Refresher Training. To maintain her/his Purser qualification, a Flight Attendant will successfully complete annual refresher training when such training is offered by the Company.

# e. Maintaining Qualification-Annual Program Participation (Flying/Bidding)

(1) Beginning with the first vacation fiscal year (currently May through April), following her/his initial Purser qualification, a Purser is expected to accumulate a minimum of one hundred (100) paid Purser hours, exclusive of her/his vacation, during each vacation fiscal year; however, a Purser will maintain the Purser qualification unless the Purser fails to accumulate a minimum of one hundred (100) paid Purser hours in one (1) of the two consecutive years.

For each month of the fiscal year during which a Purser is on a full month bid leave, the number of qualifying hours in (1) above will be reduced by 1/12th. There will be no hour reduction for partial month leaves.

- (2) For the purpose of complying with e.(1) above, a Purser on a reserve month will be credited with the greater of:
  - (a) her/his applicable monthly reserve guarantee less any reduction due to, for example, partial month leave of absence, Optional Exchange, unpaid sick, partial month pay docking, etc.; or
    - (b) actual paid reserve hours for the month.
- (3) A Purser on a bid leave during her/his entire reserve month will not be credited with her/his reserve guarantee for the month.
- (4) For the purposes of complying with (1) above, a regularly scheduled Purser who bids at least eighty percent (80%) of the available Purser selections (exclusive of relief selections) for which s/he is qualified for a contractual month but who fails to hold a Purser selection, will be credited with her/his applicable guarantee for the month (fractions of selections are rounded up to the next whole number of selections).
  - (a) To qualify for the bid credit of e.(4) above, a Purser must bid the minimum number of Purser selections for which s/he is qualified at her/his base, exclusive of relief selections, before bidding non-Purser selections.
  - (b) The number of Purser selections for each equipment type shall be printed on the monthly trip selections for each base. Bidsheets will reflect the number of Purser trip selections for each equipment type which are known at the time the Bidsheets are produced.
- (5) A Purser who has an involuntary loss of Purser hours due to a trip cancellation will be credited toward her/his Purser program participation requirement with the greater of such lost hours or the actual Purser hours flown on an alternate trip assignment/award as part of her/his subsequent cancellation obligation.
- (6) FMLA, emergency leaves, Article 9.E. situations, and/or IOD will not jeopardize a Purser's ability to meet her/his Purser program annual participation requirement. Other circumstances will be reviewed on a case-by-case basis by Flight Service to determine any participation hours to be credited.
- (7) Reapplication Process. A Purser who does not achieve the participation level of e. (1) above will lose her/his Purser qualification effective the first day of the contractual month of June following the second vacation fiscal year (currently June).

- (a) Such Purser will be eligible to reapply to the Purser program effective one (1) year following the date of loss of qualification.
- (b) A Purser reapplying in accordance with (7) (a) above must meet the program entry requirements of B.1, B.2. and B.3. above.
- 7. Vacation Variance. A Flight Attendant whose vacation assignment(s) is varied as provided in paragraph 6.b.2. above shall be notified of any such variance no less than thirty (30) days prior to the date s/he is scheduled to commence Purser Training or thirty (30) days prior to the beginning of his/her scheduled vacation, whichever is earlier.
- 8. Voluntary Coverage for Open Purser Positions. The Company shall establish a method by which a qualified Purser who is awarded/assigned to a position other than Purser on a trip sequence may indicate his/her desire to be awarded the Purser position on such sequence should it become open during the month. This indication may be made prior to or during the course of the month. Once made, this indication shall be binding on the Purser for the balance of the contractual month and shall be exercised in accordance with the provisions of Article 9.U. of this Agreement.

#### C. RESERVE PURSERS

- 1. Purser Selections. Qualified Pursers who are on reserve may be required to bid specific Purser reserve selections. The Company shall determine the number of specific Purser reserve selections which shall be relative to the operational requirements at the base. In such event the following shall apply to Purser reserve selections:
  - a. Such Purser reserve selections shall not be different in kind from the reserve selections offered to non-Purser qualified reserve Flight Attendants, i.e., percentages with holidays off, first and last day of the month off, etc.
  - b. Should an insufficient number of qualified Pursers reserves bid the Purser reserve days off selections at a base, such uncovered selections shall be filled in reverse order of seniority among those qualified Purser reserves.
  - c. Pursers required to fill the specific Purser reserve selections may be denied the ability to bid off reserve. Pursers who are not required to fill the specific Purser reserve selections shall not be denied the ability to bid off reserve.

# 2. Reserve Assignments

- a. The Purser position shall be considered a special qualification and shall be treated in the same manner as other special qualifications, e.g., language, for purposes of assignment.
- b. Purser reserve assignments shall be made in accordance with the provisions of Article 10 of this Agreement.
- 3. **Separate Purser Reserve List**. There shall be no permanent separate Purser reserve list for Purser qualified Flight Attendants.
  - a. In the event that the procedures outlined in Article 9.U. of this Agreement result in problems at a base(s), i.e., the need to resort to the assigning of unqualified Flight Attendants to open Purser positions on trip sequences and/or adverse impact on language qualified Flight Attendant requirements, such procedures may be supplemented with a separate Purser reserve list at such base(s), either on a continuous or intermittent basis, for a period of up to but no more than eight (8) months.

- b. The Company shall not activate such separate Purser reserve list at a base without notice to APFA as soon as practicable. The Company shall endeavor to provide no less than two (2) weeks notice of such activation.
- c. During the period of activation, the Company may utilize a separate Purser reserve list at such base(s) in each of the successive eight (8) months following activation or a lesser combination of months based on operational needs, as determined by the Company. During the period of activation, the Company will meet with APFA to discuss the problems which caused the activation as well as potential solutions. The Company will use its best efforts to correct the problems which necessitated the activation of the separate Purser reserve list.
- d. Any activation or reactivation under this provision shall not exceed eight (8) months. Once activated at a base(s), the Company may subsequently determine that a separate Purser reserve list is no longer needed as a supplement to the provisions of Article 9.U. of this Agreement and should be deactivated. Should problems subsequently develop following any deactivation, either prior to or following the expiration of the eight (8) month period provided for in this paragraph, the Company may reactivate a separate Purser reserve list in accordance with the terms of this paragraph. The Company shall notify APFA as soon as practicable of any such reactivation. The Company shall endeavor to provide no less than two (2) weeks notice of any such reactivation.

#### D. RESERVE PURSER PROFFERS

- 1. The Company may supplement the number of qualified Purser reserves through Reserve Purser Proffers at a base among those Flight Attendants who are on reserve. Usual reserve proffer selection procedures and criteria shall apply, including the ability to draft if insufficient numbers of eligible Flight Attendants bid to fill the Reserve Purser Proffer. Usual Purser selection procedures and criteria, as provided herein, shall apply.
- 2. The number of Flight Attendants required for a Reserve Purser Proffer/Draft shall be relative to the number of Purser positions offered for bid at the base, as determined by the Company.

# E. BID DENIAL/RESERVE DRAFTING PAY PROTECTION

In the event a Flight Attendant is drafted onto a Trip Selection or onto reserve because of his/her Purser qualification, such Flight Attendant shall be compensated in accordance with the provisions of Article 3.O. of this Agreement.

# F. RESIGNATION FROM PURSER QUALIFICATION

- 1. A Purser may resign from his/her Purser qualification on three (3) months written notice provided the Purser has fulfilled the bidding obligation requirement specified in paragraph B.7. above. Such request may run concurrent with the bidding obligation.
- 2. Such resignation shall become effective if not rescinded by the Purser during the first thirty (30) days following the date of the written notice.
- 3. Once the resignation is effective, a Flight Attendant shall not be considered qualified in the Purser position unless and until s/he subsequently successfully triggers training or is awarded a Purser proffer and successfully completes the Purser initial training program for the qualification. A Purser reapplying to the Purser Program must meet the program entry requirements of B.1.,B.2., and B.3. above.

# G. PURSER EQUIPMENT PROFFERS

If necessary for Purser base coverage, the Company may proffer equipment training with the regular and/or reserve Purser population at a base.

#### **ARTICLE 35 - GROUP LIFE AND HEALTH BENEFIT PLAN\***

The Group Life and Health Benefits Plan for Flight Attendants shall be as follows:

#### A. LIFE INSURANCE

For an employee whose base monthly salary is \$1,500 or over, his/her basic coverage shall be two (2) times his/her base annual salary taken to the next higher multiple of \$100, but not more than \$70,000.

- 1. Coverage for such an employee under Contributory Plan I shall be 50% of his/her Basic Coverage;
  - 2. Contributory Plan II shall be 100% of his/her Basic Coverage;
- 3. Contributory Plan III shall be an amount equal to his/her Basic Coverage, plus one (1) times his/her base annual salary taken to the next higher multiple of \$100.

#### B. MEDICAL AND DENTAL PLAN

The Medical and Dental Plan for active Flight Attendants shall be the Medical and Dental Plan in effect as of May 1, 2003, and the changes effective January 1, 2004, which are listed in Appendix SS, Letter-I, dated September 30, 2003, shall be incorporated into this Agreement.

Effective May 1, 2003, Flight Attendants will be required to meet a minimum annual hour threshold of 420 hours on a rolling twelve (12) month "look-back" basis in order to be eligible for Company subsidized health benefits. Flight Attendants who do not meet the 420 hour threshold will have the option to maintain health benefits by assuming the Company's applicable portion of the cost in addition to their applicable employee contributions. See Letter of Agreement, *Appendix SS*.

### C. RETIREE HEALTH CARE

- 1. Flight Attendants who retire prior to January 1, 2002, and who are eligible for retiree medical coverage, are not required to contribute toward the cost of the Retiree Medical Plan.
- 2. Effective January 1, 2002, Flight Attendants will participate in American's prefunding program under the terms and conditions in effect for American's ground personnel as of June 30, 2001, whereby employees contribute toward the cost of Retiree Medical Plan coverage during their active status. Flight Attendants who elect not to prefund will not be eligible for Retiree Medical Plan coverage at retirement.
- 3. Flight Attendants who retire after January 1, 2002 must continuously participate in prefunding for at least the ten years immediately preceding retirement to receive retiree medical coverage. However, Flight Attendants who retire before January 1, 2012 who have prefunded continuously from January 1, 2002, and who otherwise meet the age and service eligibility requirements for Retiree Medical Plan coverage, will receive retiree medical coverage even if they have not prefunded for the full ten years.
- 4. Flight Attendants who were on the Company's active payroll, on a union leave of absence, or an approved leave of absence for other reasons on September 12, 2001 will be offered the opportunity to prefund Retiree Medical Plan coverage at the Table 1 rate in effect when they are first eligible to begin prefunding (at age 30 and with at least one year of service).

<sup>\*</sup> Refer to Appendix SS

- 5. Flight Attendants hired after September 12, 2001 who subsequently meet the eligibility requirements (age 30 and at least one year of service) will be offered the opportunity to prefund their Retiree Medical Plan coverage at the applicable Table 2 age-based rate, based on their age at the time they begin prefunding.
- 6. Flight Attendants who elect not to participate when first eligible and later enroll and those who discontinue prefunding contributions and later resume prefunding will be required to pay the applicable Table 2 age-based rate in effect when they begin or resume prefunding and will be required to pay a \$250 non-refundable late enrollment fee.
- 7. Flight Attendant prefunding contributions are held in trust exclusively for the purpose of providing retiree health care. The Company matches the employee contributions. If a Flight Attendant terminates employment prior to retirement or dies prior to 10 years after retirement without a surviving spouse, the Flight Attendant or his/her beneficiary will receive the value or remainder of his or her prefunding contributions. The Company matched funds are not refunded to the employee or his/her beneficiary.

## D. INCORPORATION V. NON-INCORPORATION

[Active Dispute]

See Appendix SS, dated September 30, 2003

## ARTICLE 36 - RETIREMENT BENEFIT PLAN FOR FLIGHT ATTENDANTS

The following is included in the Retirement Benefit Plan for Flight Attendants:

## A. EARLY RETIREMENT

- 1. For an employee retiring early on or after the first day of the month next following September 12, 2001 and who is on the Flight Attendant System Seniority List as of September 12, 2001:
  - a. An employee member whose benefits commence on or after the first day of the month next following September 12, 2001 shall be eligible for early retirement benefits before the Normal Retirement Date on or after attaining the earlier of (a) age 55 and completing 15 years of credited service, or (b) age 60 and completing 10 years of credited service.
  - b. For an employee member so eligible for early retirement benefits, the monthly pension benefits, determined as of early retirement date, will be reduced by three percent (3%) for each year of payment before the Flight Attendant attains age 60, as follows:

| Age | 60 | 1.00 |
|-----|----|------|
|     | 59 | .97  |
|     | 58 | .94  |
|     | 57 | .91  |
|     | 56 | .88  |
|     | 55 | .85  |

2. For an employee retiring early on or after September 1, 1978 who is not on the Flight Attendant System Seniority List as of September 12, 2001 and whose benefits commence before the first day of the month next following September 12, 2001:

The table of actuarial reduction from age 62 for early retirement will be based on 3% per year as follows:

| Age | 62 | 1.00 |
|-----|----|------|
|     | 61 | .97  |
|     | 60 | .94  |
|     | 59 | .91  |
|     | 58 | .88  |
|     | 57 | .85  |
|     | 56 | .82  |
|     | 55 | .79  |

#### B. VESTING

Effective January 1, 1989 the Company amended the Flight Attendants Benefit Plan to improve the vesting schedule under the Plan from the then present 50% after five (5) years of Vesting Service to a maximum of 100% after ten (10) years of Vesting Service to 100% vesting after five (5) years of Vesting Service. This new vesting schedule is effective for all Flight Attendants who complete at least one Hour of Service (as defined in the Plan) on or after January 1, 1989.

# C. FINAL AVERAGE SALARY FORMULA FOR MEMBERS RETIRING ON OR AFTER SEPTEMBER 1, 1980

For an employee member retiring on or after September 1, 1980, the Final Average Retirement Benefit formula is one and two-thirds percent (1-2/3%) of the member's Final Average Compensation multiplied by the member's total years and completed months of Credited Service in the Plan. For

example, a member retiring at age 65 with thirty (30) years of Credited Service under the Plan and a Final Average Compensation of \$50,000 would receive an annual pension of:

 $1-2/3\% \times \$50,000 \times 30 = \$25,000$ 

# D. FINAL AVERAGE RETIREMENT FORMULA: FOR MEMBERS RETIRING ON OR AFTER SEPTEMBER 1, 1978, BUT BEFORE SEPTEMBER 1, 1980

For an employee member who retired on or after September 1, 1978, but before September 1, 1980, the Final Average Retirement formula is one and three-fifths percent (1-3/5%) of the member's Final Average Compensation, multiplied by the member's total years and completed months of Credited Service in the Plan. For example, a member who retired during this time at age 65 with thirty (30) years of Credited Service under the Plan and a Final Average Compensation of \$50,000 would receive an annual pension of:

 $1-3/5\% \times \$50,000 \times 30 = \$24,000$ 

## E. MINIMUM BENEFITS

For an employee member retiring on or after September 1, 1978, the monthly Minimum Benefit for years of participation will be:

Flight Attendants: = \$23.50

# F. CONTRIBUTIONS TO PLAN

The cost of providing the retirement benefits of the Plan will be borne by the Company.

# G. QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY (QPSA)

For Flight Attendants on the Flight Attendant System Seniority List as of September 12, 2001, there will be no charge for coverage under the pre-retirement survivor annuity.

# H. MEMBERSHIP IN THE PLAN

- 1. An employee will become a member of the Plan on the first day of the month coincident with or next following his/her completion of one (1) year of service.
- 2. Effective November 1, 1993, the Retirement Benefit Plan of American Airlines, Inc. for Flight Attendants was amended to provide Credited Service for any periods of employment during which the employee would have accrued Credited Service if the age 25 eligibility restriction had not existed in previous years. Credited Service for Flight Attendants who were on active payroll and Flight Attendants who were on an approved leave of absence on November 1, 1993, shall be counted from the January 1st or July 1st following the completion of one (1) year of Company service. A Flight Attendant who retired or terminated from the Company prior to November 1, 1993, shall not receive this adjustment to his/her Credited Service.
- I. FINAL AVERAGE COMPENSATION FOR FLIGHT ATTENDANTS ON THE FLIGHT ATTENDANT SYSTEM SENIORITY LIST AS OF SEPTEMBER 12, 2001 AND WHOSE BENEFITS COMMENCE ON OR AFTER THE FIRST DAY OF THE MONTH NEXT FOLLOWING SEPTEMBER 12, 2001
- 1. Effective September 12, 2001, the Company shall amend the Flight Attendants' Retirement Benefit Plan to provide that Final Average Compensation shall be determined by taking the average of the highest paid forty-eight (48) consecutive calendar months out of the one hundred twenty (120) consecutive calendar months of plan participation preceding the date of retirement, disability,

death or termination of employment disregarding any month in which the Flight Attendant did not perform duties (or receive credit) for which the Flight Attendant would be entitled to receive pay.

Effective September 12, 2001, the Company shall also amend the Flight Attendants' Retirement Benefit Plan to provide that in addition to the pay currently included for purposes of determining pensionable pay, the following shall also be included: longevity pay, narrowbody lead pay, language pay, galley pay, purser pay, lump sums, retroactive pay, and base and incentive pay for up to 1,020 paid flight hours per year regardless of which operation in which the Flight Attendant serves during each applicable calendar year, provided that paid flight hours of service paid to the Flight Attendant at incentive rates in excess of 216 will be credited for this purpose, and only this purpose, at base rates. With the exception of the base and incentive hours caps, all of this subparagraph 2 will be effective prospectively only for such payments received (longevity pay, narrowbody lead pay, language pay, galley pay, and purser pay) effective the 1st day of the contractual month following the date of ratification. The base and incentive hours cap will be effective for Flight Attendants who retire on or after the 1st day of the contractual month next following the month of ratification, and will apply to base and incentive hours worked during the highest consecutive forty-eight (48) consecutive months of pay out of the final one hundred twenty (120) consecutive months of pay, in the period preceding the 1st day of the contractual month next following the date of ratification of this Agreement, if such hours fall within the definition of Final Average Compensation.

# J. FINAL AVERAGE COMPENSATION FOR FLIGHT ATTENDANTS RETIRING ON OR AFTER MARCH 23, 1994 AND WHOSE BENEFITS COMMENCED BETWEEN MARCH 23, 1994 AND UNTIL THE LAST DAY OF SEPTEMBER, 2001

1. Effective March 23, 1994, the Company amended the Flight Attendants' Retirement Benefit Plan so that for Flight Attendants who terminated employment on or after March 23, 1994, and who retired on or after that date, the definition of the Final Average Compensation component in the Final Average Retirement Benefit Formula was changed from the previous maximum of seventy-five (75) hours per month to a Domestic maximum of seventy-seven (77) hours per month and an International maximum of eighty-two (82) hours per month. For purposes of both the Domestic and International maximums under this amendment, the first sixty-seven (67) hours per month shall be calculated at hourly base rates of pay. All pensionable hours between sixty-eight (68) hours per month and the maximum of seventy-seven (77) or eighty-two (82) hours per month, as applicable, shall be calculated at hourly incentive rates of pay.

The Company shall make every reasonable effort to obtain historic pay and flight time hourly records to calculate the Final Average Compensation component based on this definition. For any month prior to March 23, 1994 for which the Company cannot obtain pay and/or flight time hourly records, seventy-one (71) hours shall be used. The seventy-one (71) hours shall consist of the appropriate number of base hours at the applicable historic hourly base rates of pay and the appropriate number of incentive hours at the applicable historic hourly incentive rates of pay.

2. The Company also amended the Flight Attendants' Retirement Benefit Plan prospectively effective as of March 23, 1994, to include Purser monthly premiums earned on or after March 23, 1994, for purposes of the definition of Final Average Compensation.

# K. BENEFITS - FORMS OF PAYMENT

Monthly pension benefits are paid for life, if the Flight Attendant has no spouse as of the date payments begin, or if the Flight Attendant is married and if the spouse so consents. Otherwise, benefits are paid in the form of the fifty percent (50%) joint and survivor annuity option or, if the Flight Attendant so elects and the spouse consents, another actuarial equivalent optional form offered by the plan, including without limitation, the incorporation into any joint and survivor annuity option offered under the plan of a feature that provides an unreduced annuity to the Flight Attendant for remainder of the Flight Attendant's life in the event that the Flight Attendant's spouse predeceases the Flight Attendant after the joint and survivor annuity commences.

## L. AMENDMENTS TO THE PLAN

- 1. The Retirement Benefit Plan will not be amended in any way that materially affects the benefits provided to, or the cost imposed on, Flight Attendants without the consent of APFA unless the amendment:
  - a. Is necessary to keep the plan in compliance with applicable law or to maintain the tax-qualified or tax-exempt status of the plan to the extent that such tax status is applicable and intended by the plan's terms; or
    - b. Relates to the selection and retention of service providers under the plan; or
    - c. Is provided for by any of the provisions of this Article 36.
- 2. The Company otherwise may amend the plan that it maintains in any manner that does not materially affect the benefits provided to, or the cost imposed on, Flight Attendants.

# M. AMENDMENTS TO THE \$UPER\$AVER - A 401 (k) CAPITAL ACCUMULATION PLAN FOR EMPLOYEES OF PARTICIPATING SUBSIDIARIES OF AMR CORPORATION

- 1. Effective Date. All amendments described in this Article 36.L. will be effective as of the date of ratification of this Agreement.
- 2. Contributions Vacation Accruals. As soon as administratively practicable after the first day of the vacation bidding fiscal year (currently May of each year), the Company will contribute to the Flight Attendant's account amounts attributable to vacation accruals which, pursuant to Article 6.P., the Flight Attendant has elected prior to the beginning of the vacation bidding fiscal year to have converted to a cash contribution to the plan.
- 3. Contributions Sick Pay Accruals. Subject to the limitations imposed on tax qualified plans, and as soon as administratively practicable after a Flight Attendant retires with the Company, the Company will make a contribution to the Flight Attendant's account in the amount of \$3.75 multiplied by the number of hours in the Flight Attendant's sick leave bank as of the date that the Flight Attendant terminates service, up to a maximum contribution of three thousand seven hundred and fifty dollars (\$3,750).
- **4. Non-Incorporation**. The \$uper\$aver 401(k) Capital Accumulation Plan for Employees of Participating Subsidiaries of AMR Corporation is not incorporated into this Agreement.

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# **ARTICLE 37 - EFFECT ON PRIOR AGREEMENTS**

This Agreement shall supersede and take precedence over all Agreements, Amendments, Letters of Understanding, and similar related documents executed between the Company and APFA prior to the signing of this Agreement. All rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this Agreement, shall be satisfied or discharged.

# **ARTICLE 38 - DURATION**

This document represents the best efforts of the parties hereto to incorporate the Restructuring Participation Agreement that became effective May 1, 2003 into the text of the 2001 Collective Bargaining Agreement. The 2001 Collective Bargaining Agreement, which became effective, September 12, 2001, except as otherwise set forth, and as modified with the intent and goal of avoiding reorganization under Chapter 11 of the U.S. Bankruptcy Code as noted in Appendix MMM of this Restructuring Participation Agreement dated May 1, 2003, shall continue in full force and effect until April 30, 2008 and shall renew itself, without change, until each succeeding April thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended, by either party hereto, at least sixty (60) days prior to the 30th day of April in any year, beginning with April, 2008.

This document is intended to serve as an accurate execution of current contractual provisions as well as a foundation document for the 2008 negotiations under Section 6, Title 1, of the Railway Labor Act, as amended. This document is not, in and of itself, deemed to be a Negotiated Agreement. Any disputes arising from any interpretation of this document shall be resolved relying on either the 2001 Collective Bargaining Agreement or the Restructuring Participation Agreement as originally negotiated by the parties.

# FLIGHT ATTENDANT AGREEMENT LETTERS, MEMORANDA AND SUPPLEMENTAL AGREEMENTS CONCURRENT WITH THIS AGREEMENT

The following Letters, Memoranda, and Supplemental Agreements are renewed, revised or added to the Flight Attendant Agreement as indicated:

APPENDIX SUBJECT

Appendix A Clarifying Letters of Article 28 (Dispute Resolution and Grievance

Procedures) Dated January 29, 1994

**Letter-I** Dispute Resolution Training

Letter-II Documents - First Level Discharge Hearings
Letter-III Documents Provided During Investigatory Meeting

Letter-IV Quarterly System Board Procedures
Letter-V Reformatting of Articles 28 and 29

**Letter-VI** Dispute Resolution Conference Observers

Letter-VII Presidential Grievances

Appendix B Cabin Position

Appendix C Satellite Bases, Letter And Test

Letter-I Satellite Bases Letter Dated December 29, 1987

Letter-II Satellite Base Test

Appendix D MDW-ORD Transportation

Appendix E Military Flying

Part I Supplemental MAC Agreement

Letter-I Military Air Contract
Letter-II MAC Staffing

Part II Supplemental CRAF Flying
Appendix F Partnership Flying Agreement
Appendix G Handling Heavy Carry-On Items

Appendix H Cancun/Cozumel Flying

Appendix I Supplemental International Agreement

Letter-I Speakers at Bases No Longer Requiring Foreign Language

Letter-II MAC Pop-Up Trips

Appendix J Flight Attendant Duties - Supervisors
Appendix K Haitian-Creole Language Speakers

Appendix L Flight Attendant Work Rules - Charter Operation

**Appendix M** "Successor" Transactions within Meaning of Article 1.B.1.(a).

**Appendix N** Flight Attendant Meals SFO - Hawaiian Islands

Appendix O Class "D" Jumpseat Travel

Appendix P Average Trip Selection (Utilization)

**Appendix Q** RIO Side Letter of Agreement Dated November 9, 1983

Appendix R Deletion Of Part-Time References
Appendix S Foreign National Agreement

Letter-I Supplemental Understanding Relating To June 8, 1990 Settlement

Agreement on Foreign National Flight Attendant Staffing

Letter-II Impact of Restructuring Participation Agreement on Appendix S of the

**Collective Bargaining Agreement** 

Letter-III Language Speaker Pay

Appendix T Discontinuation Of Special Out

Appendix U Presence of Union Observer During Company Security

Department Investigative Interviews

Appendix V Second APFA Representative as Scribe at

Article 31.R.-Meetings - Test Extension

Appendix W Administration of Article 6.O. (Personal Vacation Days)
Appendix X Minimum Number - Purser Trigger Training Classes

Appendix Y Language Resignation Proffers

Appendix Z

Appendix AA

American Airlines Employee Profit Sharing Plan

Appendix BB Employee Parking

Appendix CC Random Drug and Alcohol Testing Notification
Appendix DD Incidentals- Added to Article 4, Expenses

Appendix EE Duty Free Sales

Appendix FF Company's Release of Open Time
Appendix GG Undefined Scheduling Terminology

Appendix HH Increased Flexibilities for Deadheading Flight Attendants
Appendix II Request to Deadhead and Exceed On-Duty Limitations;

Article 7.M; Appendix I, Article 7.Q. - Program Enhancements

Appendix JJ Availability Self-Plot

**Appendix KK** Self Sign-Up for Annual Recurrent Training (EPTs/RDTs)

Appendix LL Vacation Relief Flying Procedures

**Appendix MM**Clarification to Article 9.P.2. and Appendix I, Article 9.P.2. **Appendix NN**Reserve Flight Attendant Access to Information Regarding

Time Accrued Order

**Appendix OO** Procedures for Reserve Flight Attendants with Missed Trips **Appendix PP** Article 11-E.1 - Phase-In of PVM Foreign Language Position

Appendix QQ Equity Plan

Appendix RR Flight Attendant Waiver Article 12.B., Travel and

Relocation Time Domestic Transfers/International Proffers

Appendix SS Medical Plan Changes

Letter-I Medical/Dental Plan Incorporation
Letter-II Point Of Service ("POS") Plan

Letter-III Health Maintenance Organization ("HMO") Plan

Letter-IV Network Review Committee
Appendix TT Military Leave of Absence

Appendix UU On-Duty Rest Break Facilities, Article 21.C.

"Me-Too" with APA

Appendix V V Classification Seniority While on IOD

**Appendix WW** Geographically Precluded From Using a PPN

Appendix XX Article 26 Changes/Deletions

**Appendix YY** Article 26.E.1. Investigations of IOD Claims of "Rough Air" **Appendix ZZ** Clarifying Letters of Crew Rest, Area and Related Issues of

Article 30 and Appendix I., Article 30

Letter-I Guidelines for Use of Passenger Seat(s) During In-Flight Rest

Letter-II In-Flight Rest on Flights of Seven (7) Hours or More

but Less Than Eight (8) Hours

Letter-III Penalties for Delayed Retrofit of New Crew Rest Facilities

Letter-IV Crew Rest Facilities Letter
Letter-V Crew Bunk Parameters

Letter-VI Bunks/Crew Rest Seats - Procedures for Significant Malfunction

Letter-VII Appendix I, Article 30.L. - In-Flight Rest

Letter-VIII Crew Rest Seats - Equipment Transitioning out of the

International Fleet

Letter-IX Crew Rest Seats - Parameters for Design, Location

and Amenities for 767-300ER

Letter-X Crew Rest Seats - 767-300ER Two Class Aircraft Configured for

Hawaii Flying

Letter-XI Interim Crew Rest Seat Accommodations Prior to Implementation of

New Crew Rest Facilities on the 767-300

Appendix AAA Personal Resuscitation Masks

Appendix BBB Supplemental Medical

Appendix CCC Non-Incorporation of Retirement Benefit Plan

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**Appendix DDD** Qualified Non-Elective Contributions (QNEC)

Appendix EEE Duration of Agreement, Early Reopener, Special Procedures for Change And

Annual Incentive Program

Appendix FFF Non-Substantive Changes to the Agreement, dated July 21, 2001

**Appendix GGG** Extended-Long Range Flying - Supplemental Pay

Appendix HHH Scheduling Matters

Appendix IIIVacation Deferral/AccrualAppendix JJJProtection From Labor DisputesAppendix LLLVariable Wage Adjustment Provision

**Appendix MMM** Letters Concerning Creation of Foundation Document

Letter-I Non-Substantive Changes to the Agreement, dated Feb. 18, 2005

Letter-II Letter of Conformity, dated June 5, 2006

Letter-III Non-Substantive Changes to the Agreement, dated June 5, 2006

APPENDIX A LETTER-I

January 29, 1994

Ms. Denise Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

#### Dear Denise:

During the course of the negotiations that led to the Agreement effective March 23, 1994, the subject of a new non-adversarial Dispute Resolution Process was discussed and agreed to.

In order to ensure the successful implementation of the new non-adversarial Dispute Resolution Process, the Company and APFA agree that joint Alternative Dispute Resolution/Conflict Resolution training will be conducted as soon as practicable after ratification of this Collective Bargaining Agreement.

The cost of any such training shall be borne jointly between the Company and APFA. Each party shall be responsible for the costs associated with travel, incidentals and/or trip removals of their respective participants.

Prior to the implementation of the new Dispute Resolution Process, the Company and APFA will select and retain the services of an individual or firm experienced in the field of alternative dispute/conflict resolution to:

- 1) conduct initial training for APFA representatives and Flight Service personnel;
- 2) audit the dispute resolution process during the first twelve (12) months following the completion of initial training;
- 3) provide feedback to the parties regarding the success of the new process; and
- 4) conduct any retraining during the first twelve (12) months following the completion of initial training as determined appropriate by the APFA and the Company.

For purposes of computing the twelve (12) month periods described above, the twelve(12) months shall be calculated from the beginning of the contractual month next following the month in which the initial training has been completed.

In addition, eighteen (18) months following the completion of initial training, one or both parties may determine that problems exist with the Dispute Resolution Process and there is a need to consult the trainer. If there is mutual agreement regarding the existence of problems and the need to consult the trainer, both parties shall share the expense of the trainer. If there is no mutual agreement regarding the existence of problems or the need to consult the trainer, the party identifying the need for the trainer shall bear the expense of the trainer. In either case, the recommendations of the trainer

are not binding on either party. Each party shall be responsible for any costs associated with travel, incidentals, and/or trip removals of their respective participants. For purposes of computing the eighteen (18) months period described above, the eighteen (18) months will be calculated from the beginning of the contractual month next following the month in which the initial training has been completed.

The individual or firm selected will also conduct "Train the Trainer" sessions so that ongoing training for new Company and APFA personnel can be jointly presented by trained Company and APFA representatives.

The Company and the APFA will take into consideration the recommendations of the individual or firm selected in regard to the implementation of the procedures described herein.

The Company and APFA will monitor the process and meet as needed to ensure its successful implementation.

Very truly yours,

Jane G. Allen Vice President Employee Relations

Agreed to this date: January 29, 1994

Denise Hedges, President Association of Professional Flight Attendants

# APPENDIX A LETTER-II

January 29, 1994

Ms. Denise Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Dear Denise:

During the course of the negotiations that led to the Agreement effective March 29, 1994, the subject of document exchange at First Level Discharge Hearings was discussed and agreed to. It was agreed, that in a spirit of cooperation and in an effort to promote a mutually respectful and trusting working relationship, the Company and APFA will encourage their representatives to fully exchange all documents used in support of their respective positions at all First Level Discharge Hearings. Should a problem subsequently develop as a result of this exchange of information, the Company and/or the APFA may elect not to exchange such information at First Level Hearings in the future, at either parties option, consistent with the terms of the Collective Bargaining Agreement.

Very truly yours,

Jane G. Allen Vice President Employee Relations

Agreed to this date: January 29, 1994

Denise Hedges, President Association of Professional Flight Attendants

APPENDIX A LETTER-III

January 29, 1994

Ms. Denise Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

#### Dear Denise:

During the course of the negotiations that led to the Agreement effective March 23, 1994,the subject of documents provided to a Flight Attendant during an investigatory meeting was discussed and agreed to.

It was agreed that in meetings held for the purpose of investigation of any matter which may eventuate in discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company supervisor present, the Company will provide the Flight Attendant with copies of all documents related to that meeting. The Flight Attendant will be permitted to review the documents before the meeting begins. If the Flight Attendant requests union representation, s/he will be permitted to confer privately with such representative before the meeting begins. Such conference will not normally exceed fifteen (15) minutes, but in no case will such conference unreasonably delay the meeting. Once the meeting begins, such meeting will continue uninterrupted.

For confidentiality purposes, all names and other identifying information may be expunged from any documents provided by the Company, at the Company's option. In any investigation involving alleged harassment, such as sexual, racial, religious, etc., the contents of the documents will be typed in their entirety and provided to the Flight Attendant, except that names and all other identifying information will be expunged for confidentiality purposes.

This Letter of Agreement shall become effective upon ratification of the Collective Bargaining Agreement referenced herein, and run concurrently with it, subject to the Company's right to revoke for alleged abuse by APFA. The Company agrees not to invoke this right of revocation during the period from the date of ratification to the end of the first six (6) months following the completion of the joint Alternative Dispute Resolution/Conflict Resolution training described in a separate Letter of Agreement dated January 29, 1994, which is attached hereto for reference purposes. For purposes of computing the six (6) month period described above, the six (6) months will be calculated from the beginning of the contractual month next following the month in which the joint training has been completed.

Should the Company elect to exercise its right to revoke this Letter of Agreement, the following shall apply:

- a. The Vice President of Employee Relations shall notify the President of APFA, in writing, thirty (30) days in advance of its intent to revoke the provisions of this Letter of Agreement.
- b. Within ten (10) days following receipt of notice, the President of APFA may request a meeting with the Vice President of Employee Relations for the purpose of reviewing the Company's proposed revocation, and the APFA's response to the allegation(s), including measures proposed and/or implemented by APFA to remedy the situation. At such meeting, the Vice President of Employee Relations shall disclose to the President of APFA the names of individuals upon whom any allegations of abuse are based.
- c. A review meeting between the Vice President of Employee Relations and the President of APFA will be held within ten (10) days following the Company's receipt of APFA's request to meet.
- d. Within ten (10) days after the review meeting is held, the Vice President of Employee Relations will notify the President of APFA of the Company's written decision to adopt the resolution reached in the review meeting or proceed with the revocation.
- e. Should the Company proceed with revocation, and APFA protests the revocation, the procedures governing the filing of a Presidential Grievance shall apply. In such cases, the Presidential Grievance filed in opposition to the Company's revocation of this Letter shall constitute APFA's request for arbitration and shall negate any requirement for a pre-arbitration conference. Within forty-five (45) days of APFA's request for arbitration, the parties shall agree upon an arbitrator and an arbitration hearing date. The scheduled hearing date may be inside or outside of such forty-five (45) day time limit. Until such time as a decision to the Presidential Grievance is rendered, this Letter of Agreement will remain revoked.
- f. In such arbitration cases, the following shall apply:
  - Such hearings shall be conducted in a manner similar to other hearings of a sensitive nature, including the sequestering of witnesses and the excluding of observers.
  - 2) Any transcript taken at the hearing shall only be distributed to System Board members and counsel for APFA and counsel for the Company.
  - The distribution of the witness list in such cases shall be limited to APFA counsel and to Company counsel and to those APFA and Company representatives who will present the case.
  - 4) The standard of proof shall be the preponderance of the evidence.
  - In addition, in the case of allegations of abuse involving employee or passenger harassment, the parties recognize that the nature of such allegations may create situations in which witnesses are unwilling to testify. Therefore, the parties agree that should a witness who has been allegedly harassed be unwilling to testify, hearsay evidence regarding the alleged harassment shall be admitted at the revocation hearing and shall be accorded appropriate evidentiary weight without any adverse inference based on the unwillingness of the witness to testify. This provision shall not apply unless the Company or the APFA, as applicable, sends a letter, certified mail, return receipt requested, to that party's potential witness who has been allegedly harassed, requesting his/her presence at the hearing as

a witness and that potential witness refuses to testify or fails to respond. All letters pursuant to this paragraph shall be included in the document exchange as provided for in Article 29.P.

The Company and APFA agree to meet no less than two (2) times during the first six (6) months following the completion of joint training to evaluate the progress of the new procedures.

Very truly yours,

Jane G. Allen Vice President Employee Relations

Agreed to this date: January 29, 1994

Denise Hedges, President APFA

APPENDIX A LETTER-IV

January 29, 1994

Ms. Denise Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

#### Dear Denise:

During the course of negotiations that led to the Agreement effective March 23, 1994, we discussed and agreed to the procedures for the processing of individual, group and base grievances at Quarterly System Boards.

In order to hear and resolve these disputes in an expeditious manner, we agreed that the following procedures will apply:

- 1. Arbitration hearings will begin each day at 9:00 a.m. and continue until all disputes on the day's docket have been heard, unless otherwise agreed to by the presenters.
- 2. The disputes will be heard in the order in which they appear on the day's docket, with the oldest dispute scheduled first.
- 3. To expedite the hearing of each dispute by resolving preliminary procedural matters prior to hearing, the presenters on each side will meet prior to the arbitration hearing date to review and discuss all disputes to be heard, including all documents to be introduced in the hearing, preliminary motions, etc. Presenters should openly discuss their proposed dispute presentations in order to foster a full understanding of the relative merits of each side's dispute. It is anticipated that this full and frank exchange will expedite the hearing of these disputes and, wherever possible, stimulate dispute resolutions prior to hearing.

The presenters will stipulate in writing to all facts and issues not in dispute, including relevant Company policies, background information on the grievant and all other witnesses, and any other uncontested information that is relevant to the dispute. In the event the parties have filed separate submissions, the presenters should attempt to agree to a joint statement of the issue. These stipulations are to be submitted to the Quarterly System Board at the beginning of the hearing in each dispute. Should written stipulations on a specific dispute not be accomplished by the presenters prior to hearing, the Quarterly System Board will proceed with the next dispute(s) in order on the docket pending the presenters completion of the necessary stipulations.

4. Each presenter will use his/her best efforts to list his/her opening statement to five (5) minutes, but in no event shall the opening statement exceed ten (10) minutes. The closing summation shall not exceed fifteen (15) minutes.

- 5. The Company and APFA agree that no taped or stenographic transcripts will be taken during the first two (2) sessions of the Quarterly System Board convened pursuant to this Agreement. Thereafter, as a rule, taped or stenographic transcripts will not be taken.
- 6. The presenters will use oral closing summations rather than written briefs, unless the Commissioner and Deputy Commissioner mutually agree that written briefs should be used in a specific case.
- 7. Decisions in each case will be issued on the day of the hearing, unless the Quarterly System Board agrees otherwise. The Quarterly System Board will use best efforts to limit Executive Sessions to thirty (30) minutes for each case.

All majority decisions of the Quarterly System Board will be final and binding and made with precedent, unless otherwise noted by the Quarterly System Board in its written decision.

The Company and APFA agree that the same Arbitrator will be utilized during the first two (2) sessions of the Quarterly System Boards convened pursuant to this Agreement, and that neither party will terminate the services of the Arbitrator during such period.

The Company and APFA further agree that a three (3) member Quarterly System Board will be utilized for the first twelve (12) months following implementation of these Quarterly System Board procedures.

Six (6) months following implementation of these Quarterly System Board procedures, the Company and APFA will meet to discuss the success of the procedures and whether modifications to this Letter of Agreement are appropriate.

Very truly yours,

Jane G. Allen Vice President Employee Relations

Agreed to this date: January 29, 1994

Denise C. Hedges, President Association of Professional Flight Attendants

# APPENDIX A LETTER-V

January 29, 1994

Ms. Denise Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Dear Denise:

During the course of the negotiations that led to the Agreement effective March 23, 1994, we discussed and agreed to certain language and formatting changes to Article 28, Dispute Resolution and Grievance Procedures, and Article 29, System Board of Adjustment. Notwithstanding these changes, we agree that there was no intent to alter the parties' existing practices under Article 28 and Article 29, unless the newly negotiated language is specifically contrary to current language.

Very Truly Yours,

Jane G. Allen Vice President Employee Relations

Agreed to this date: January 29, 1994

Denise C. Hedges, President APFA

# APPENDIX A LETTER-VI

January 29, 1994

Ms. Denise Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless. Texas 76040-5018

#### Dear Denise:

During the course of the negotiations that led to the Agreement effective March 23, 1994, we discussed and agreed that the purpose of a Dispute Resolution Conference ("DRC") is to achieve informal resolutions of disputes. The parties recognize that the attendance of an observer may affect the conduct and informality of a DRC. Accordingly, as a rule, observers will not attend DRCS, but in the event that an observer is in attendance, the following shall apply:

- (1) A single observer for each side can attend a DRC for training purposes only either as a trainee or as a trainer of a participant, as described herein.
- (2) An individual who has participated in the initial "Alternative Dispute Resolution/Conflict Resolution Training" referenced in Letter of Agreement A shall not be an observer trainee.
- (3) Following the completion of the Initial Training, the Trainer, as defined in Appendix A, Letter-I, shall designate two (2) individuals for each party for each of the following divisions: Western, North Central, South Central, North Eastern and South Eastern. Only such individuals shall act as observer trainers. The subsequent replacement of observer trainers shall be by mutual agreement of the parties. Notwithstanding the foregoing, upon mutual agreement of the parties, an individual other than a designated observer trainer may act as an observer trainer.
- (4) An individual who has filed a NOD shall have the right to exclude observers from the DRC.
- (5) Unless otherwise mutually agreed, an individual is limited to attending one (1) session of a DRC(s) as an observer trainee and only within that individual's division. It is agreed that a session shall be limited to one (1) day.
- (6) A DRC shall not be rescheduled to accommodate the attendance of an observer.
- (7) If either party elects to have an observer in attendance at a DRC, such party shall notify the other party of the identity of such observer no later than three (3) days, exclusive of Saturdays and Sundays, prior to the DRC. If the scheduling of the DRC precludes such notice, then notice shall be given as soon as practicable.

- (8) It is agreed that an observer at a DRC is not a participant. Therefore, such individual may not speak or otherwise participate in the DRC or call for or participate in breaks.
- (9) If the observer does not comply with the conditions of this Letter of Agreement, then at the request of any participant, the observer may be excluded from that DRC.

Very truly yours,

Jane G. Allen Vice President Employee Relations

Agreed to this date: January 29, 1994

Denise C. Hedges, President APFA

# APPENDIX A LETTER-VII

July 3, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Presidential Grievances

Dear John:

This is to confirm that we have agreed to meet expeditiously to review and attempt to resolve all outstanding APFA Presidential Grievances. In the event such meetings do not result in a resolution of all outstanding APFA Presidential Grievances, the parties will diligently attempt to schedule any remaining unresolved grievances for hearing within six (6) months following ratification of the collective bargaining agreement.

Sincerely,

Sue Oliver Senior Vice President Human Resources

# **APPENDIX B**

September 23, 1981

Ms. Patt A. Gibbs
President ASSOCIATION OF PROFESSIONAL
FLIGHT ATTENDANTS
1004 West Euless Blvd.
Euless, Texas 76039

Dear Ms. Gibbs:

This is to confirm that the Letter of Agreement concerning Cabin Positions, originally ratified May 11, 1971, is being renewed.

This is to advise you that American Airlines does not have present plans to implement any new position in the cabin of its aircraft. Should a new position be created, in the future, you will be so informed.

Very truly yours,

C.A. Pasciuto Vice President Employee Relations

# APPENDIX C LETTER-I

December 29, 1987

Ms. Patt A. Gibbs
President ASSOCIATION OF PROFESSIONAL
FLIGHT ATTENDANTS
1004 West Euless Blvd.
Euless, Texas 76040

Dear Ms. Gibbs:

This is to confirm our understanding that the Company may establish the following satellite bases in conjunction with certain crew bases to be determined:

# Satellite

Philadelphia Hartford Sarasota West Palm Beach

Prior to establishing the satellite operation at any or all of the above, the Association of Professional Flight Attendants agrees to meet promptly upon the request of the Company to discuss and resolve issues related to such operation.

Very truly yours,

C.A. Pasciuto Vice President Employee Relations

# APPENDIX C LETTER-II

April 8, 2003

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd Euless, TX 76040

Re: Satellite Base Test

Dear John,

As a result of the discussions leading to the restructuring agreement between American Airlines, Inc. (the "Company") and the Association of Professional Flight Attendants (APFA), the Company agrees to initiate a test whereby a satellite base will be established for a period of time to be determined by the Company in its sole discretion (the "test period"). The following provisions shall apply:

#### A. General

- The Company will determine, in its sole discretion, the city at which the satellite base test will
  be conducted and to which crew base city the satellite base is linked. The Company will
  provide written notification to the President of APFA once the satellite base test city has been
  selected.
- 2. The Company will determine, and on a month-by-month basis, the number of trip selections that originate from the satellite base. It is understood that the Company may determine in any particular month to offer no selections originating from the satellite base.
- 3. At any time, the Company or APFA may unilaterally terminate this agreement by providing written notice to the other party. In the event this agreement is terminated, the Company will cease using any satellite base no later than one month following the written notice of termination. Once this agreement is so terminated, all of its obligations under this letter of agreement will cease in all respects.
- 4. This agreement shall not serve, nor be cited, as a precedent with regard to any other matter including current or future discussions or agreements concerning existing, proposed, or future satellites, co-terminals, or crew bases.
- B. Eligibility for Trip Selection Awards and Assignments
- 1. All active Flight Attendants in an active bid status who are based at the crew base city to which the satellite base is linked may bid for the trip selection(s) that originate from the satellite base.
- 2. Flight Attendants awarded a trip selection originating from the satellite base shall be responsible for their own transportation to and from the satellite base, without exception.
- 3. A Flight Attendant who fails to submit a trip selection bid or who fails to bid for a sufficient number of selections shall not be assigned a satellite base trip selection.
- C. Regular Schedule Trip Selections

All satellite base trip sequences will originate and terminate at the satellite base city with no allocated ground deadhead as either the first or last segment of the sequence.

# D. Reserve Selections

The Company will not schedule reserve selections assigned to the satellite base.

# E. Relief Trip Selections

Relief trip selections shall be constructed in the normal manner using satellite open sequences before using other base sequences.

# F. Low Bid Lines at the Satellite Base

The Company may use flying from another base to supplement low bid lines at the satellite base.

## G. Filling of Open Time

1. Satellite open time will be filled in accordance with the provisions of Article 9.L. of the AA/APFA Agreement. An open sequence will require a deadhead (including a surface deadhead) to and from the satellite base at the beginning and end of the sequence if such open sequence is involuntarily assigned to the Flight Attendant (e.g., reserve assignment). Flight Attendants who are awarded a satellite open sequence shall be responsible for their own transportation to and from the satellite base (e.g., make-up, availability self-plot, etc.).

# H. Trip Trades

- 1. Flight Attendants who are awarded or assigned trip selections originating from the satellite base may use all the provisions of the Trip Trade with Open Time system, including trades involving sequences originating from the satellite base.
- 2. Flight Attendants who are awarded or assigned trip selections originating from the satellite base may trip trade with other Flight Attendants at the same crew base, including trades involving sequences originating from the satellite base.
- 3. Flight Attendants who trade for or pick-up sequences originating from the satellite base, shall be responsible for their own transportation to and from the satellite base.
- 4. In no case will a Flight Attendant holding a trip selection at the satellite base be permitted to drop such trips into Open Time.
- I. Administrative Support / Parking
- 1. For purposes of employee parking provided in Article 30, Letter-III, the satellite base shall not be considered the Flight Attendant's base city. The Company will provide parking at either the crew base city, satellite base or the American Airlines/American Eagle station of the Flight Attendant's choice. In no case will the Company be required to provide parking that exceeds the scope of the parking provisions contained in Article 30, Letter-III.

The Company will continue to provide administrative support (e.g., Flight Attendant company mailboxes, access to manual revisions, etc.) at the crew base only, and in no case will the

2.

| Company b                 | y be required to provide administrative support of any kind at a satellite base. |  |  |
|---------------------------|--|--|--|
|                           |  | Sincerely,   |  |
| Agreed to by:             |  | Lorraine Mase-Hecker<br>Director, Employee Relations |  |
| John Ward President, APFA | Date   |  |  |

## **APPENDIX D**

September 23, 1981

Ms. Patt A. Gibbs President ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS 1004 West Euless Blvd. Euless, Texas 76039

Dear Ms. Gibbs:

This is to confirm that the Letter of Agreement concerning Midway/O'Hare transportation, originally ratified May 11, 1971, is being renewed.

This will confirm that, when the report time for a Flight Attendant at Chicago Midway airport is at a time of day when adequate public transportation between O'Hare and Midway is not available, transportation from O'Hare to Midway will be furnished by the Company upon 12 hours prior request by a Flight Attendant or upon request by the reserve at the time of assignment.

Very truly yours,

P.A. Smythe Director-Employee Relations (Flight)

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## **APPENDIX E - MILITARY FLYING**

#### PART I

SUPPLEMENTAL MAC AGREEMENT
between
AMERICAN AIRLINES, INC.
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN AIRLINES, INC.
as represented by the
ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between American Airlines, Inc. (hereinafter known as the "Company") and the FLIGHT ATTENDANTS in the service of AMERICAN AIRLINES, INC., as represented by the ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS (hereinafter known as the "APFA").

WHEREAS, the Company and APFA desire to supplement and make certain exceptions to their Basic Agreement and Appendix I, Supplemental International Agreement ("Appendix I") with respect to all operations to be conducted by the Company for the Military Airlift Command, called "The MAC Operation."

WHEREAS, for purposes of Civil Reserve Air Fleet (CRAF) flying, Part II of this Appendix E shall apply.

NOW, THEREFORE, the parties hereby agree to the following terms applicable to the MAC Operations, provided the provisions of the Basic Agreement and Appendix I shall apply to such operations, except as modified herein:

#### **ARTICLE 3 - COMPENSATION**

Except as modified herein, the provisions of Appendix I, Article 3 shall apply.

# A. MAC OVERRIDE

- 1. A MAC Flight Attendant who flies and completes an International MAC trip pairing(s) will be compensated with a supplemental MAC Override at the rate of three dollars (\$3.00) per hour actually flown on such trip pairing(s), in addition to all other compensation to which the Flight Attendant is normally contractually entitled, when such pairing(s) are operated with military troops on board; or
- 2. A MAC Flight Attendant who flies and completes an International MAC trip pairing(s) which has a scheduled on duty period in excess of contractual on duty limitations, will be compensated with a supplemental MAC Override at the rate of three dollars (\$3.00) per hour actually flown on such trip pairing(s), in addition to all other compensation to which the Flight Attendant is normally contractually entitled.
- 3. In the event that both 1. and 2. above apply, such supplemental MAC Override will not exceed three dollars (\$3.00) per hour on any such trip pairing(s).

## **ARTICLE 6 - VACATIONS**

Except as modified herein, the provisions of Article 6 of the Basic Agreement shall apply.

## A. VACATION BIDDING

- 1. A Flight Attendant assigned to the MAC Operation shall bid and be awarded a vacation selection within the MAC complement of Flight Attendants. In addition, s/he may bid and be awarded a Domestic or International vacation selection in accordance with his/her base seniority.
- 2. The Flight Attendant will take his/her MAC vacation if s/he has been notified of his/her vacation, pursuant to Article 6.B. of the Basic Agreement. In the event s/he is returned to his/her Domestic or International Operation due to a reduction of staffing requirements, and is due a vacation, s/he will take his/her Domestic or International Operation vacation. In the event the Domestic/International vacation period has passed, his/her MAC vacation selection will apply.

## **ARTICLE 7 - HOURS OF SERVICE**

Except as modified herein, the provisions of Appendix I, Article 7 shall apply.

#### A. ON-DUTY LIMITATIONS

- 1. A Flight Attendant shall not be scheduled for any duty period on a trip or trip pairing in excess of the duty period scheduled for the pilot on the same trip or trip pairing.
- 2. No Flight Attendant shall be scheduled or rescheduled for a rest period of less than twelve (12) hours; however, the Company and APFA may agree to shorter or longer rest periods at specific layover points.

# B. DUTY- FREE PERIODS

- 1. A regularly scheduled Flight Attendant shall receive ten (10) twenty-four (24) hour periods free of all duty for each full month of service. Such duty-free periods shall be assigned to each Flight Attendant after s/he receives a trip selection award, but prior to the first of the month in which such trip selection is effective.
- 2. In the event a Flight Attendant is absent from a trip due to illness, when s/he clears the sick list, such Flight Attendant shall be available for assignment. A Flight Attendant may be assigned to a trip which exceeds the dates of the trip which was originally scheduled. However, should the substituted assignment interfere with a duty-free period, such duty-free period will be rescheduled by the Company at the time of the substituted trip.

#### **ARTICLE 9 - SCHEDULING**

Except as modified herein, the provisions of Appendix I, Article 9 shall apply.

# A. CANCELLATION

In the event a Flight Attendant's trip is canceled, such Flight Attendant shall be available for another flying assignment on the following basis:

1. If notified of cancellation prior to reporting for the trip, such Flight Attendant shall be available for assignment for the number of days s/he was originally scheduled to fly and two (2) additional days.

- 2. If a Flight Attendant has reported for the trip and the trip is canceled, such Flight Attendant shall be available for assignment for the number of days s/he was originally scheduled to fly and one (1) additional day.
- 3. A Flight Attendant who is required to be available as specified in 1. and 2. above, shall maintain contact with MAC Crew Scheduling each such day during a two (2) hour period specified by MAC Crew Scheduling.
- 4. A Flight Attendant who is available under 1. and 2. above, may be assigned to a trip which exceeds the dates of the trip which was originally scheduled. However, should the substituted assignment interfere with a Duty-Free period, such duty-free period will be rescheduled by the Company at the time of the substitute trip. Such rescheduling cannot make him/her illegal for his/her next scheduled trip.

# B. DEADHEAD PROCEDURES

For a Flight Attendant whose base station is other than the PAE from which his/her MAC Operation trip is to depart, the following will apply:

- 1. S/he will be assigned to deadhead to such operation on a flight assigned by the Company which shall be the latest departure on which space is available which will schedule him/her to arrive at the airline station serving the port of aerial embarkation twelve (12) hours prior to the scheduled departure of his/her MAC Operation trip.
- 2. S/he will be assigned to deadhead back to his/her base station on the first available flight after the required rest period following the termination of his/her MAC Operation trip. Upon his/her request, however, such Flight Attendant shall be permitted to waive the required rest period and deadhead on an earlier flight.
- 3. Deadheading on American Airlines, Inc., in connection with the MAC Operation shall be on a positive space basis, in first class, if a first class seat is available. Other deadheading shall be via scheduled carrier, first class, when available. Such deadhead time will not be considered on duty for purposes of pay and credit, nor will such deadhead time impact legalities. On duty for the purposes of flight time pay and credit will commence at the scheduled sign-in for departure from the PAE and will continue through the end of the debrief period following the trip that returns the Flight Attendant to the PAE.

# **ARTICLE 10 - RESERVE**

Except as modified herein, the provisions of Appendix I, Article 10 shall apply.

- **A.** Flight Attendants flying reserve shall receive eleven (11) twenty-four (24) hour periods free of all duty of which one (1) ninety-six (96) consecutive hour period shall be preplanned and indicated on the monthly trip selection.
- **B.** The base for MAC reserves will be designated by the Company.

# **ARTICLE 11 - LANGUAGE**

The provisions of Article 11 of the Basic Agreement and Appendix I, Article 11 are not applicable to the Military Airlift Command Operation. There will be no foreign language requirement for Flight Attendant(s) participating in MAC flying.

## **ARTICLE 12 - FILLING OF VACANCIES**

Except as modified herein, the provisions of Appendix I, Article 12 shall apply.

## A. BID VACANCIES

The Company will provide a sufficient number of bid vacancies to cover all flying performed in the MAC Operation, and such vacancies will be promptly posted and awarded as staffing requirements dictate. Bid vacancies shall consist of permanent bidding awards, standing preference and reserves.

## B. MAC FLYING

MAC flying will be performed by permanent MAC bidholders, Standing Preference bidholders, regardless of location of the base station, or Reserves.

- 1. Trip selections shall be posted each month for selection by permanent MAC bidholders.
- 2. All flying not included in the trip selection, as defined above, shall be flown by Flight Attendants holding Standing Preference bid status, or MAC Reserve Flight Attendants.
- 3. If flying in addition to that defined in paragraph 1. and 2. above can be posted for monthly bid selection, it will be flown by Standing Preference bidholders. Flying which becomes available during the course of the month will be flown by MAC Reserves or Standing Preference bidholders flying Domestic or International schedules.

# C. LOCK IN PROVISIONS

## 1. Resignation From MAC Operation

- a. Flight Attendants who are assigned to the MAC Operation may return to his/her Domestic/International Operation flying on three (3) months' written notice, provided s/he has been in this Operation for at least three (3) months.
- b. When unusual conditions exist concerning a Flight Attendant's assignment to the MAC Operation which imposes a hardship, such Flight Attendant shall be released as soon as practicable but, in any event, no later than thirty (30) days following the determination by the Company that hardship does, in fact exist.
- 2. If the number of Flight Attendants bidding on assignments in the MAC Operation is insufficient to meet the Company's staffing requirements, the Company may assign Flight Attendants in the reverse order of system seniority.

## D. REDUCTION OF STAFFING REQUIREMENTS/MAC OPERATION

- 1. When there is a reduction of staffing requirements in the MAC Operation, the cancellation of Flight Attendant assignments shall be accomplished:
  - a. In order of MAC seniority among those Flight Attendants who were involuntarily assigned, and thereafter,
  - b. In order of MAC seniority among those Flight Attendants who were awarded assignments, but who desire to be returned, and thereafter,

- c. In reverse order of MAC seniority among those Flight Attendants who were awarded assignments.
- 2. A Flight Attendant who is released from the MAC Operation due to a reduction in staffing requirements shall retain, for a period of two (2) years from such release, reinstatement rights to a MAC Operation assignment. Such Flight Attendant shall be reinstated to the said Operation prior to the awarding of a bid to a Flight Attendant who does not hold recall rights, regardless of the relative seniority involved. A Flight Attendant who holds a permanent bidding award in the MAC Operation, but who loses such permanent bid assignment in accordance with paragraph 1. above shall, in addition to the reinstatement rights to such permanent bid, have the option of electing Standing Preference status, as provided in paragraph B. above, or returning to his/her normal status in the Domestic/International Operation. The election of Standing Preference status must be made at the time the permanent bid reduction occurs and, once having been made, may not be revoked.

# **ARTICLE 26 - SICK LEAVE**

Except as modified herein, the provisions of Article 26 of the Basic Agreement shall apply.

- A. A Flight Attendant who holds a regular trip selection award may request, at the option of the Company, to waive the flight time credited to him/her under this provision for trips missed due to sick leave. If such waiver is permitted, the Flight Attendant's sick leave accrual shall be restored to the extent of the number of hours flown, to a maximum of the number of hours originally charged. Flight Attendants who have waived flight time credit will be considered for make-up flying after all Flight Attendants who have not waived flight time have had the opportunity for open flying.
- B. In the event of occupational disability of a Flight Attendant resulting from injury or disease arising out of or in connection with duty while in the MAC Operation, the Company shall pay for the period of disability, up to a maximum of twelve (12) months, the minimum pay set forth in Appendix I, Article 3, subject to the conditions set forth in Article 26 of the Basic Agreement. Such payment will be less weekly indemnity benefits received under applicable Workers' Compensation Laws. Notwithstanding the provisions of Article 26 of the Basic Agreement, such Flight Attendant will not be charged sick leave during such twelve (12) month period.

# **ARTICLE 30 - GENERAL**

Except as modified herein, the provisions of Appendix I, Article 30 shall apply.

# A. DEATH, PERMANENT TOTAL DISABILITY DISMEMBERMENT, SICKNESS AND INJURY BENEFITS

- 1. In the event of:
- a. the death of a Flight Attendant resulting from injury or illness incurred while such Flight Attendant is or was assigned to the MAC Operation, or
- b. the permanent total disability of a Flight Attendant resulting from injury or illness incurred while such Flight Attendant is or was assigned to the MAC Operation, directly contributed to by being in such Operation, or
- c. the loss, by a Flight Attendant, of sight of both eyes, or the loss of both hands, or both feet, or one hand and one foot, or one hand and sight of one eye, or one foot and sight of one eye, resulting from injury incurred while such Flight Attendant is or was assigned to the MAC Operation, directly contributed to by being in such Operation.
- 2. The coverage provided by all contributory and non-contributory Company insurance programs, will be applicable, including benefits under Article 30 of the Basic Agreement and Appendix

E, Part I, Article 26, remain in effect for Flight Attendants who perform Domestic or International MAC flying. The Company will indemnify the voluntary personal accident insurance.

- 3. Insurance benefits will be paid under the provisions of Article 30 of the Basic Agreement or Appendix E, Part I, Article 30, whichever applies. In the event both apply, the Company agrees to pay the greater of the two coverages.
- 4. The Company shall pay or cause to be paid, subject to the conditions set forth in paragraphs C. and D. below, \$35,000 for death, or \$75,000 for permanent total disability, dismemberment or loss of sight, caused by or resulting from hostile or military action of any government while such Flight Attendant is outside the United States on a flight assignment in the MAC Operation, to such Flight Attendant if s/he is alive, otherwise to his/her designated beneficiary under the Company's Group Insurance Plan. "Permanent, total disability" shall mean the complete inability of the Flight Attendant to perform any and every duty pertaining to any occupation or employment for remuneration or profit for at least one (1) year, and at the end of said period the exception to be that the disability shall continue for the remainder of the Flight Attendant's life. "Loss", with respect to hands and feet, shall mean actual severance through or above the wrist or ankle joints; with respect to eyes, shall mean entire and irrecoverable loss of sight. In the event the Flight Attendant incurs a loss or becomes a permanent total disability, as defined above, the maximum payments under this Article shall be \$75,000, and such benefits shall be in addition to the benefits provided in other Company plans.
- 5. The Company will, if necessary, supplement such coverage, or the equivalent of such coverage, to provide a total of one million dollars (\$1,000,000.00) of coverage in the aggregate in the event of death of any Flight Attendant while performing MAC flying or in the event of any disease or injury received while performing MAC flying that directly results in the death of any Flight Attendant within twelve (12) months of the date of the injury or the onset of the disease.
- **B.** The provisions of paragraph A. above shall be applicable to a Flight Attendant assigned to the MAC Operation only when, death, total permanent disability, and dismemberment or loss of sight, as applicable, or the injury or illness which leads to such casualty occurs as a result of hostile or military action of any government while such Flight Attendant is outside the United States on a flight assignment in the MAC Operation.
- C. THE PROVISIONS OF PARAGRAPH B. ABOVE AND 26.B. ABOVE SHALL NOT BE APPLICABLE TO A FLIGHT ATTENDANT ASSIGNED TO THE MAC OPERATION WHEN DEATH, INJURY OR ILLNESS, AS APPLICABLE:
  - 1. is the result of or consists of habitual drunkenness or addiction to drugs, or
- 2. is contracted, suffered or incurred while such Flight Attendant was engaged in a criminal enterprise, or results from his/her having engaged in a criminal enterprise, or
  - 3. is intentionally self-inflicted.

# D. WORKERS' COMPENSATION BENEFITS

A Flight Attendant who is assigned to the Company's MAC Operation will be covered for Workers' Compensation Benefits in amounts not less than those prescribed by the state in which such Flight Attendant's base station is situated. These benefits shall be in addition to (I) any basic or optional life insurance benefits available under the Company's Group Insurance Plan, (ii) the death benefits provided under the Company's Retirement Benefit Plan, and (iii) the death benefits provided under paragraph B. above.

# E. MISSING, INTERNMENT, PRISONER OR HOSTAGE OF WAR BENEFITS

- 1. A Flight Attendant who, while engaged in the MAC Operation, becomes or is reported missing shall be allowed compensation as set forth in Appendix I, Article 3 for a period of twelve (12) months after his/her disappearance or until death is established, whichever first occurs. When such Flight Attendant has been missing for twelve (12) months, the Company will aid the beneficiary in obtaining legal proof in order that death benefits under Company plans (including the Company's Retirement Benefit Plan) can be paid.
- 2. A Flight Attendant who, while engaged in the MAC Operation, becomes or is reported interned or taken prisoner of war shall be allowed compensation as set forth in Appendix I, Article 3 for the period during which s/he is known to the Company to be interned or held prisoner of war. Such payments will cease, however, when death is established. In the absence of knowledge on the part of the Company as to whether the Flight Attendant is alive or dead, s/he will be considered missing, starting with the time s/he was last known to the Company to have been interned or held prisoner of war, and will be covered under the provisions of paragraph 1. above.
- 3. When, under the provisions of paragraphs 1. and 2. above, a Flight Attendant has been missing for a period of twelve (12) months, the death benefits provided for in paragraph B.1. above shall be paid. If such Flight Attendant is later found to be alive, compensation under Appendix I, Article 3 will be paid retroactively to the time that such payments ceased, less any death benefits which were paid to the beneficiary.

## F. BENEFIT ASSIGNMENTS

1. The monthly compensation allowable under Article 30.F. hereof to a Flight Attendant interned, held as a hostage, or held prisoner of war or missing, shall be credited to such Flight Attendant on the books of the Company and shall be disbursed by the Company in accordance with written directions from him/her. The Company shall require each Flight Attendant hereafter employed in or assigned to the MAC Operation to execute and deliver to the Company prior to such employment or assignment, a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, require all Flight Attendants assigned to the MAC Operation to execute and deliver to the Company such written direction. The direction referred to shall be in, substantially, the following form:

"To: American Airlines, Inc.

"You are hereby directed to pay all monthly compensation allowable to me under the provisions of Article 30.F. of the MAC Agreement between American Airlines, Inc., and the Flight Attendants in the service of American Airlines, Inc. as represented by the Association of Professional Flight Attendants, signed January 29, 1994, while interned, held prisoner or hostage of war, or missing, or resulting from death or any other condition which causes direct payment to me to be impossible as follows:

| \$per mont               | h to         |                                   |
|--------------------------|--------------|-----------------------------------|
|                          | (Name)       | (Address)                         |
| as long as living, and t | hereafter to |                                   |
|                          |              | (Name)                            |
|                          |              | as long as living, and thereafter |
| (Address)                |              |                                   |
| to                       |              | as                                |
| (Name)                   |              | (Address)                         |
| long as living.          |              |                                   |

"The balance, if any, and any amounts accruing after the death of all persons 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.

"The foregoing direction may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon receipt of such letter by you.

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

| •                            |
|------------------------------|
|                              |
| (Flight Attendant Signature) |

- 2. Any payments due to any Flight Attendant under this Article which are not covered by a written direction, as above required, shall be held by the Company for such Flight Attendant and, in the event of his/her death, shall be paid to the legal representative of his/her estate.
- 3. The monthly compensation allowable under this Article shall be in lieu of all compensation provided for by any law in respect to persons interned, held prisoner of war, or missing, and shall also be in lieu of all salary and subsistence during periods in which a Flight Attendant is interned, held as hostage, held as a prisoner of war, or missing.
- 4. Flight Attendant shall maintain and continue to accrue seniority and longevity for pay purposes during periods in which they are interned, held as hostage, held prisoner of war, or missing.

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## **ARTICLE 38 - DURATION/REOPENER**

This MAC Agreement shall run concurrently with the Basic Agreement and subject to the provisions of Article 38 thereof. In the event of unforeseen circumstances, the parties agree to meet and discuss such issues as may be necessary to resolve problems related to MAC flying Operations.

The Company and APFA anticipate that this Agreement will meet the requirements for future MAC Operation(s); however, the Company and APFA agree that in the event of unforeseen operational circumstances it may be necessary to modify and/or add to the operational provisions of this Agreement in order to enable the Company to meet its MAC and regularly scheduled operation(s). In such event, American Airlines Flight Attendant(s) will cooperate fully with the Company in implementing such MAC Operation(s) without delay and the Company will meet with APFA representatives without delay for purposes of negotiating any changes which may be required by such modified/added operational provisions. It is understood that provisions negotiated pursuant to the above language will be retroactive unless otherwise determined by the parties to be inappropriate for retroactivity.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this January 29,1994.

FOR THE FLIGHT ATTENDANTS IN THE SERVICE OF AMERICAN AIRLINES, INC. AS REPRESENTED BY THE ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS
Denise C. Hedges
President

Robert S. Clayman, Esquire Negotiations Counsel

WITNESS:
Eric W. Bergman
Daniel Lee Bosch
Kathleen H. Clements
Alan Fahringer
Linda Fincher
Donna Forloine
Brian Hagerty
Patrick C. Hancock
Rebecca Harrison Kroll
Deborah E. Murphy
Suzie Spurlock
Emily A. Whelpley

FOR AMERICAN AIRLINES, INC.

Jane G. Allen Vice President Employee Relations

Susan Oliver Managing Director Employee Relations

WITNESS: Janet Kraus John LaMorte Devra McArdle Robin Pritchett Tamara Wright Scott Dennett

## **AMERICAN AIRLINES**

APPENDIX E PART I, LETTER-I

January 29, 1994

Ms. Denise C. Hedges, President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76040

Dear Ms. Hedges:

Re: Military Air Contract

Contract F 11626-70-C-0016 Effective Date: 700CT01

Requisition/Purchase Request/Project

No. HQ MAC 0-21 FY 71 LT #

Issued by: HQ MAC (MAM PAC 1)

Scott AFB, Illinois 62225 Attachment A, 76-71-1

This will confirm our discussion on the subject MAC Operation:

#15-No F/A action required (N/A to F/A).

#16-F/A will change headrest covers as necessary in flight only.

#18-After preflight provisioning, F/A will remove and replace airsickness containers in flight as necessary.

#19-No F/A action required (N/A to F/A).

#20-F/A will use ice tongs or scoops when handling ice while in flight.

#21-Inflight service requirements do not exceed those requirements established in American Airlines Domestic Operation.

An excerpt of the contract is attached for reference.

Very truly yours,

Jane G. Allen Vice President Employee Relations

- (15) Prior to positioning for flight loading, cabin and lavatory space shall be appropriately serviced, removing any dirt and debris from prior flights to assure an initially clean condition upon departure. Aircraft exterior shall be cleaned, if necessary, to assure a presentable appearance.
- (16) Clean and sanitary headrest covers (paper or cloth) shall be supplied for each seat prior to loading at station of origin. Used ones shall be replaced at any enroute stations for passengers originating at the enroute station.
- (17) On passenger flights, each infant under one (1) year of age shall be provided (in addition to a seat) a bassinet. Bassinets provided to meet this requirement must be capable of being installed securely in the seat without restricting the recline of adjacent passenger seats. On all flights carrying dependents, a supply of one half (1/2) dozen of disposal diapers will be available.
- (18) Each seat shall be provided with clean air-sickness containers which are to be replaced as used.
- (19) Only water sources recognized as potable by the responsible U.S. Military Surgeon will be utilized. The provisions of AFM 160-4, and amendments thereto in effect as of the date of the contract, Sanitary Control of Water Supplies for Fixed Installations, apply. The water system on or carried aboard aircraft will be properly cleaned, sanitized and flushed with potable water before being placed in service, after repairs on the system, whenever contamination exists and routinely each month (30 days). Instructions contained in the Handbook on Sanitation of Airplanes, published by the U.S. Public Health Service under the paragraph, Aircraft Potable Water Systems, Disinfection of System, is the acceptable procedure to be used by all contract carriers. Inspection shall be made at each adequate supply of safe and potable drinking water. The regulations concerning aircraft water, as promulgated by the Public Health Service, U.S. Department of Health, Education and Welfare, will apply.
- (20) All ice will come from sources recognized as safe and potable by the responsible U.S. Military Surgeon, and will be kept free from contamination while in storage and when being handled. Ice will be delivered to the aircraft in a covered container and, unless special storage facilities are provided on the aircraft, will remain therein until used. Ice will be handled only with a scoop or tongs, both aboard the aircraft and in the commissary. Ice containers will be cleaned and given bactericidal treatment before being reused.
- (21) Inflight service will include collection of recurrent debris and maintenance of cabin and lavatory facilities in clean condition. Carriers shall insure the appropriate instruction of flight personnel as to disposition of waste so as to prevent misuse of lavatory facilities.

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APPENDIX E PART I, LETTER-II

January 29, 1994

Ms. Denise C. Hedges, President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76040

Dear Ms. Hedges:

This is to confirm that the Letter of Agreement concerning the number of Flight Attendants required to staff flights for the MAC Operation, dated May 11, 1971 is being renewed.

The Company has considered this question, and this is to advise you that the Company has determined that for the purposes of the MAC Operation, as defined in the Supplemental MAC Agreement, there will be one Flight Attendant for each 33 military passengers or major fraction thereof (major fraction being defined as 17 or more additional military passengers). This shall apply only to flying performed under the Supplemental MAC Agreement as explained above and in no way constitutes a precedent

Very truly yours,

Jane G. Allen Vice President Employee Relations

## **APPENDIX E - MILITARY FLYING**

#### PART II

# SUPPLEMENTAL LETTER OF AGREEMENT regarding Civil Reserve Air Fleet (CRAF) Operations

WHEREAS, the Company maintains an ongoing commitment to the Government of the United States to provide a voluntary reserve of airlift capability, aircraft and crews, as part of the Civil Reserve Air Fleet (CRAF), and

WHEREAS, the Company and the APFA recognize that CRAF operations are of National interest and must be performed without delay, and

WHEREAS, the Company and the APFA desire to supplement and make certain exceptions to their Basic and Supplemental International Agreements with respect to such CRAF operations, recognizing that the provisions of these Agreements shall apply except as specifically modified or excepted by this Letter of Agreement,

WHEREAS, for purposes of Military Airlift Command (MAC) flying, Part I of this Appendix E shall apply.

THEREFORE, this LETTER OF AGREEMENT by and between AMERICAN AIRLINES, INC., and the ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS, shall supplement Appendix I, International Agreement Letter II as it relates to CRAF airlift operations.

## A. DEFINITIONS

- 1. CRAF Flying. When the United States Government calls upon the Company to augment organic military airlift capability by performing a CRAF operation, CRAF flying includes all segments flown at the direction of or on behalf of the U. S. Government plus necessary ferry flights, and all deadheading related to such flying, except deadheading to position a CRAF Reserve or a CRAF Volunteer for an International CRAF assignment where the Flight Attendant's base station is other than the Port of Aerial Embarkation (PAE) from which his/her International CRAF flying assignment is to depart. CRAF Operations as defined above include, but are not limited to, transporting military passengers, military dependents, civilian personnel and refugees at the direction of or on behalf of the U. S. Government.
- 2. Domestic CRAF Flying. Domestic CRAF flight segments consist of flying as described in A.1. above, which do not involve a take off or landing outside the contiguous forty-eight (48) states, Mexico, or Canada.
- 3. International CRAF Flying. International CRAF flight segments consist of flying as described in A.1. above, which involve a take off or landing outside the contiguous forty-eight (48) states, Mexico, or Canada.
- 4. CRAF System Volunteer List. The Company shall maintain a single System Volunteer List in order of seniority of Flight Attendants who have volunteered to perform International CRAF flying and possess current International qualifications, whether presently serving in the Domestic or International operations. A Flight Attendant may add his/her name to the list at any time. A Flight Attendant may delete his/her name from the list at any time prior to being assigned to the CRAF Reserve pool.
- 5. CRAF Reserve Flight Attendant. A CRAF Reserve Flight Attendant is a Flight Attendant currently holding International qualifications, who has been assigned from the System

Volunteer List to serve in the CRAF Reserve Pool and to be available to perform open flying as a reserve in the International CRAF Operation.

- 6. CRAF Volunteer. A CRAF Volunteer is a Flight Attendant currently holding International qualifications, whose name appears on the System Volunteer List and who may be assigned to the CRAF Reserve Pool in accordance with D. below or who may be offered an International CRAF flying assignment which cannot be covered by a CRAF Reserve in accordance with E. 2, below.
- 7. CRAF Reserve Pool. The CRAF Reserve Pool shall consist of a designated number of CRAF reserves who have been removed from their scheduled flying assignments/obligation(s) to perform open flying in the International CRAF operation.
- **8. Segment.** A segment as used in this Agreement, is defined as a leg unless otherwise defined by the U.S. Government.

## B. NOTIFICATION TO FLIGHT ATTENDANTS

- 1. The Company will notify Internationally qualified Flight Attendants of the availability of International CRAF flying, including a description of CRAF flying and any specific work qualifications that are required for CRAF assignments, to permit any interested Flight Attendant to make an informed decision whether to add his/her name to the CRAF System Volunteer List.
- 2. Methods of notification may include, but are not limited to, electronic mail, bulletin board postings, and taped announcements.

## C. STAFFING OF DOMESTIC CRAF FLYING OPERATIONS

- 1. Domestic CRAF flying assignments will be filled through Order of Open Time Coverage procedures as provided in the Basic Agreement.
- 2. Domestic CRAF assignments will be paid and credited in accordance with the Basic Agreement.

## D. STAFFING OF INTERNATIONAL CRAF FLYING OPERATIONS

- 1. International CRAF Flying operations will be staffed with CRAF Reserves. In the event the CRAF flying assignment cannot be covered by a CRAF Reserve, a CRAF Volunteer will be offered the assignment in accordance with E.2. below. If there are insufficient CRAF Reserves in the CRAF Reserve Pool or insufficient CRAF Volunteers on the System Volunteer List to cover required International CRAF flying, or such Flight Attendants are unavailable for CRAF flying, open CRAF flying will be filled with management personnel without resort to the steps of Order of Open Time Coverage.
- 2. The Company may require a number of the most senior Flight Attendants on the System Volunteer List to secure any necessary inoculation(s) and Geneva Convention identification cards in preparation for an International CRAF assignment.
- 3. The Company will by-pass a Flight Attendant on the System Volunteer List and will not designate him/her as a CRAF Reserve or offer a CRAF volunteer flying assignment, if the Flight Attendant's status is any of the following: vacation, sick, leave of absence (PLOA, MLOA, SLOA, ELOA, or IOD), or non-flying assignments, such as special assignments, training or training instructor or if the Flight Attendant is not equipment qualified to fly the CRAF assignment.
- 4. Once a CRAF Volunteer is assigned to the CRAF Reserve Pool, s/he will remain in the CRAF Reserve Pool a minimum of 90 days, or until CRAF is deactivated, or until "bumped back" to his/her normal scheduled operation. A CRAF Reserve will provide his/her service manager thirty

- (30) days written notice of his/her desire to return to his/her regular operations provided s/he has been in the CRAF Reserve Pool for at least sixty (60) days. A CRAF Reserve who has submitted notice of his/her desire to be released from the CRAF Operation shall be released on the last day of the contractual month in which the 90th day of his/her obligation falls. A Flight Attendant who has been released as a CRAF Reserve is not precluded from resubmitting his/her name to the System Volunteer List at a later date.
- 5. Flight Attendants whose names appear on the System Volunteer List who are in excess of the number of CRAF Reserves needed in the CRAF Reserve Pool will be designated as CRAF Volunteers who may be assigned to CRAF flying in accordance with the provisions herein.
- 6. When unusual conditions exist concerning a Flight Attendant's assignment to the CRAF Operation which imposes a hardship, such Flight Attendant shall be released as soon as practicable but, in any event, no later than thirty (30) days following the determination by the Company that the hardship does, in fact, exist.

## E. CRAF ASSIGNMENTS

## 1. CRAF Reserve Assignments

- a. A CRAF Reserve will be assigned his/her initial CRAF flying assignment in order of seniority. After returning from the initial CRAF flying assignment, subsequent assignments will be made using the first-in, first-out principle.
- b. CRAF Reserves will be assigned a call-in period of six (6) hours each day during which they must contact Crew Schedule for assignment, release, or conversion to ready status. The Company may convert the call-in status to ready as operational requirements dictate.

## 2. CRAF Volunteer Assignments

- a. A CRAF Volunteer will maintain a regular schedule in his/her normal operation unless and until assigned to the CRAF Reserve Pool, or until an open CRAF flying assignment is accepted under E.2.b. below.
- b. If an open flying assignment cannot be covered by a CRAF Reserve due to circumstances such as illness or injury or a temporary insufficiency of available CRAF Reserves, the assignment will be filled in seniority order with a CRAF Volunteer from the System Volunteer List who accepts the assignment and who is legal and available for flying. If the Company has insufficient notice to allow the most senior Flight Attendant(s) on the System Volunteer List to report for the scheduled sign-in of the trip to be covered, the most senior CRAF Volunteer who can report for the scheduled sign-in will be used. The Company will advise HDQ APFA when such assignments are made.
- c. Upon completion of a CRAF assignment as described in E.2.b. above, the CRAF Volunteer will return to his/her regular schedule.
- d. If the voluntary acceptance of the CRAF assignment causes a legality/direct conflict with a CRAF Volunteer's regularly scheduled trip(s) or days of availability, the CRAF Volunteer will be removed from such regularly scheduled trip(s) or days of availability, as necessary, and will be rescheduled to the CRAF flying assignment. Trips removed from the CRAF Volunteer's schedule will be covered through the normal procedures for filling of open time. Should the CRAF assignment cause a subsequent legality/direct conflict with a CRAF Volunteer's regularly scheduled trip(s) or days of availability, the CRAF Volunteer will be removed from the trip sequence or day(s) of availability and may be assigned open trip sequence(s) for which s/he is legal to fly under the Preamble to the Order of Open Time.

## 3. Deadhead To Position For An International CRAF Flying Assignment (Positioning Deadhead)

a. A CRAF Reserve Flight Attendant who is assigned or a CRAF Volunteer Flight Attendant who accepts a CRAF flying assignment will be provided positive space (A-12) transportation from his/her base to the Port of Aerial Embarkation (PAE or Gateway City), with positive space transportation for the return to base at the completion of the CRAF assignment. Such deadhead time will not be considered on duty for purposes of pay or credit, nor will such deadhead time impact legalities, except that a deadheading Flight Attendant, at the Flight Attendant's request, will be furnished hotel accommodations at the PAE city, either before or after an International CRAF flying assignment, when legalities rules, even though not applicable, would require overnight accommodations. On-duty for the purposes of flight time pay and credit will commence at the scheduled sign-in for departure from the PAE, however, expenses in accordance with Article 4 of Appendix I, will be furnished to the Flight Attendant from the time of the scheduled or actual arrival, whichever is earlier, at the PAE city from his/her base and will continue through the end of the debrief period following the trip that returns the Flight Attendant to the PAE.

## F. STAFFING REDUCTION IN THE CRAF RESERVE POOL

- 1. In the event of an overage in the CRAF Reserve Pool, the Company will proffer in order of seniority a "bump back" to regular operations. Should an insufficient number of Flight Attendants accept the proffer to "bump back", the Company may "bump back" in reverse order of seniority the number needed to reduce the overage. If only a portion of the Flight Attendants in the CRAF Reserve Pool are "bumped back", such Flight Attendants will be returned to the pool in seniority order as CRAF flying permits. In the event that all Flight Attendants who are "bumped back" are returned to the pool and CRAF flying requirements demand additional staffing, such flying will be staffed from the System Volunteer List in seniority order in accordance with paragraph D. above. Should the pool be deactivated in its entirety, future CRAF Reserve flying will be staffed with Flight Attendants from the System Volunteer List in seniority order in accordance with paragraph D. above.
- 2. A CRAF Reserve Flight Attendant who returns to the regular operation of his/her base after the first and prior to the last day of the contractual month, shall be assigned days of availability in accordance with Article 9.C.4. of the Basic or Supplemental International Agreements, as applicable, as well as the balance of the remaining duty-free periods to which s/he is entitled as an availability Flight Attendant. If the Flight Attendant has served fifteen (15) or more days as a CRAF Reserve before returning to his/her regular operation the Flight Attendant will be entitled to eleven (11) duty-free period(s) for the month in which returned. Otherwise, the Flight Attendant will receive ten (10) duty-free periods as an availability Flight Attendant for the month in which returned.
- 3. In the event that the Company's CRAF operation has not been terminated, but the flying is too infrequent to require continued staffing of a CRAF Reserve Pool, such ad hoc CRAF flying will be filled with CRAF Volunteers from the System Volunteer List.

## G. COMPENSATION

- 1. a. A CRAF Reserve or CRAF Volunteer who flies and completes an International CRAF trip pairing(s) will be compensated with a supplemental CRAF Override at the rate of three dollars (\$3.00) per hour actually flown on such trip pairing(s), in addition to all other compensation to which the Flight Attendant is normally contractually entitled, when such pairing(s) are operated with military troops on board; OR
- b. A CRAF Reserve or CRAF Volunteer who flies and completes an International CRAF trip pairing(s) which has a scheduled on duty period in excess of contractual on duty limitations, will be compensated with a supplemental CRAF Override at the rate of three

dollars (\$3.00) per hour actually flown on such trip pairing(s), in addition to all other compensation to which the Flight Attendant is normally contractually entitled.

- c. In the event that both a. and b. above apply, such supplemental CRAF Override will not exceed three dollars (\$3.00) per hour on any such trip pairing(s).
- 2. Each Flight Attendant assigned to the International CRAF Operation as a CRAF Reserve for a full month's service will receive the applicable International reserve monthly guarantee at applicable International rates of pay as specified in Appendix I, Supplemental International Agreement, irrespective of whether or not the Flight Attendant's regular assignment is in the Domestic operation. Should a CRAF Reserve or CRAF Volunteer voluntarily reduce his/her monthly pay guarantee, normal contract rules and pay practices will apply.
- 3. Each Internationally qualified Flight Attendant assigned to an International CRAF flying assignment as a CRAF Volunteer whose regular assignment is in the Domestic Operation will receive International rates of pay for all such International CRAF flying, including the Supplemental CRAF Override, as applicable.
- 4. Expenses for Flight Attendants engaged in CRAF flying assignments will be paid in accordance with Article 4.A.1. of the Basic or Supplemental International Agreements, as applicable.

#### H. DUTY-FREE PERIODS

- 1. Each Flight Attendant assigned to the International CRAF Operation as a CRAF Reserve will receive eleven (11) periods of twenty-four (24) consecutive hours free from all duty from the Company at his/her home base station during each contractual month.
  - 2. Four (4) periods of twenty-four (24) consecutive hours shall be preplanned.
- 3. If a Flight Attendant is assigned to the CRAF Operation as a CRAF Reserve after the first of the contractual month, the Company shall assign the balance of the remaining duty-free periods to which the Reserve is entitled during the month.

## I. MONTHLY MAXIMUM

- 1. Eighty-five (85) credit hours shall constitute the monthly schedule maximum for a Flight Attendant assigned to the CRAF Operation either as a CRAF Reserve or CRAF Volunteer. However, such Flight Attendant(s) may be scheduled to exceed eighty-five (85) credit hours in order to complete the equivalent of two (2) missions as defined in I.2. below during a contractual month, not to exceed ninety (90) credit hours.
- 2. A CRAF mission for purposes of determining compliance with the above monthly schedule maximum only consists of one (1) leg from the U.S. to the staging city outside of the U.S., three (3) turns between the staging city and the military destination, and one (1) return leg from the staging city to the U.S.
- 3. For purposes of compliance with the above monthly schedule maximum, a Flight Attendant will be considered legal to fly his/her last scheduled trip sequence of the month, if, prior to departure of the last trip sequence, his/her previous accumulated credited time when added to the scheduled flight time of such last trip sequence within the month, produces a total which does not exceed his/her monthly schedule maximum. Having once embarked on such last trip sequence, such Flight Attendant will be considered legal to fly and complete his/her scheduled or rescheduled assignment.

## J. ON-DUTY PERIODS AND REST BREAKS

On-duty limitations and rest breaks for CRAF Reserves and CRAF Volunteers will be those specified in Appendix I, Supplemental International Agreement. However, should a CRAF flying assignment(s) exceed contractual on-duty limitations and/or legal rest requirements, such Flight Attendants will not exceed in actual operations the on-duty periods of the pilots flying such CRAF assignment(s), nor will the rest immediately following such assignment(s) be less than the pilots.

## K. VACATIONS

A CRAF Reserve will, to the extent possible, be permitted to retain his/her scheduled vacation period(s) pursuant to the provisions of Article 6 of the Basic Agreement. However, such CRAF Reserve may elect in writing to defer his/her vacation during the period of his/her CRAF Reserve obligation. If a Flight Attendant who has elected a vacation deferral has not received his/her vacation by the end of the fiscal year in which it is to be taken, the Flight Attendant will be entitled to carry over the unused vacation and be assigned such unused vacation in the succeeding fiscal year outside of the vacation bidding process, or receive payment: in lieu of same, at the option of the Flight Attendant.

## L. INSURANCE

- 1. The coverages provided by all contributory and non-contributory Company insurance programs, will be applicable, including benefits under Article 30 and Appendix E, Part I, Article 30, remain in effect to Flight Attendants who perform Domestic or International CRAF flying. The Company will indemnify the voluntary personal accident insurance.
- 2. Insurance benefits will be paid under the provisions of Article 30 or Appendix E, Part I, Article 30, whichever applies. In the event both apply, the Company agrees to pay the greater of the two coverages.
- 3. The Company will, if necessary, supplement such coverages, or the equivalent of such coverages, to provide a total of one million dollars (\$1,000,000) coverage in the aggregate in the event of the death of any Flight Attendant while performing CRAF flying or in the event of any disease or injury received while performing CRAF flying that directly results in the death of any Flight Attendant within 12 months of the date of the injury or the onset of the disease.

## M. CREW MEALS

A CRAF Reserve or CRAF Volunteer, whether working or deadheading on a CRAF segment, will be provided crew meals.

## N. REST SEATS

Crew rest seats shall be furnished in accordance with Appendix I, Article 30 of the Supplemental International Agreement. However, in the event that passengers are transported on both legs of a mission turnaround within a duty period that exceeds contractual on duty limitations, the Company will provide crew rest as specified in Appendix I, Article 30, irrespective of the length of flying time.

## O. MAC CONTRACT WITH THE U.S. GOVERNMENT

The Company will comply with its obligations under its contract with the Military Airlift Command (MAC) for purposes of its CRAF Operations. There will be no foreign language requirement for Flight Attendant(s) participating in CRAF flying.

## P. NON-CRAF FLYING

A CRAF Reserve or CRAF Volunteer may be used for a non-CRAF flight sequence, but only if such sequence cannot be covered through the Order of Open Time procedures and would otherwise result in the cancellation of the non-CRAF flight.

#### Q. MISCELLANEOUS

The Company will bear the expenses of passports and visas necessary for Flight Attendants assigned to the CRAF Operation, and the expense of necessary inoculation(s) given at Company designated locations or at Company medical facilities.

## R. TERM OF AGREEMENT

This Supplemental CRAF Letter of Agreement shall run concurrently with the Basic Agreement and shall be subject to the provisions of Article 38 thereof. In the event of unforeseen circumstances, the parties agree to meet and discuss such issues as may be necessary to resolve problems related to CRAF flying operations.

The Company and APFA anticipate that this Agreement will meet the requirements for future CRAF operation(s) however, the Company and APFA agree that in the event of unforeseen operational circumstances it may be necessary to modify and/or add to the operational provisions of this Agreement in order to enable the Company to meet its CRAF and regularly scheduled operation(s). In such event, American Airlines Flight Attendants will cooperate fully with the Company in implementing such CRAF operations without delay and the Company will meet with APFA representatives without delay for purposes of negotiating any changes which may be required by such modified/added operational provisions. It is understood that provisions negotiated pursuant to the above language will be retroactive unless otherwise determined by the parties to be inappropriate for retroactivity.

## **APPENDIX F**

LETTER OF AGREEMENT
between

AMERICAN AIRLINES, INC.
and

THE FLIGHT ATTENDANTS
in the service of

AMERICAN AIRLINES, INC.,
as represented by

ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC. (hereinafter known as the "Company") and the FLIGHT ATTENDANTS in the service of AMERICAN AIRLINES, INC., as represented by the ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS.

#### IT IS HEREBY MUTUALLY AGREED:

Effective December 2, 1980, prior to a reduction in force, the Company will, to the extent possible, make the provisions of this Trip Selection Sharing Program (Partnership Flying) available to Flight Attendants at bases where an overage still exists after the granting of overage leaves of absence as provided in the Letter of Agreement dated August 15, 1980.

## **ARTICLE 1**

## A. PARTNERSHIP FLYING - DEFINITION

Following the granting of all overage leaves of absence offered in accordance with the provisions of Article 16 of the Agreement and in conjunction with the institution of the furlough provisions of Article 16 of the Agreement, partnership flying assignments may be granted at individual bases at which overages still exist. The number of partnerships offered will not exceed the number of Flight Attendants subject to furlough. The determination as to the number of partnerships granted at each base shall be made by the Company. Partnership flying is for an irrevocable period of three (3) contractual months and may be extended by agreement between the parties or may be canceled as provided for in this Agreement.

## B. ELIGIBILITY

## 1. Like qualification:

Purser positions
Language qualified positions
Equipment
Mexico qualified (crew card holder)

## 2. Like status:

Domestic
International
Regularly Scheduled
Identical reserve rotation
(one month on/one month off)
(one month on/three months off)

Appendix F

## C. REQUEST TO FORM A PARTNERSHIP

Partnerships shall be determined by system seniority at the base according to the senior partner's seniority number. Trip Selection Sharing Request Forms will be available at each Flight Attendant base.

#### ARTICLE 2 - COMPENSATION/BENEFITS

## A. GUARANTEE/HOURLY BASE RATE/HOURLY INCENTIVE

- 1. All flying assignments during the month shall be posted on a monthly activity record for the partnership. All hours shall be paid according to each Flight Attendant's own pay rate. The partnership's applicable monthly guarantee will be paid as provided for in Article 3.C. and Appendix I, Article 3.C.
- 2. Should the partnership's monthly credited hours be below the monthly guarantee, the difference will be split 50/50 between the partnership and paid at the respective Flight Attendant's hourly base rate.
- 3. Any hours contained in the trip selection or any hours accumulated during the month, exceeding the applicable monthly guarantee, shall be split 50/50 between the partnership and paid at the partnership's respective hourly incentive rate of pay.

## B. PAYCHECK/DEDUCTIONS

- 1. Paychecks for those individuals who participate in this program will be issued once a month and all current deductions will be deducted in full. Should there be insufficient monies in any paycheck to cover the deductions, deductions will accrue and be deducted from subsequent paycheck(s).
- 2. APFA dues will be deducted from each partner in accordance with Article 31 of the Basic Agreement.

## C. BENEFITS

- 1. Sick leave will be accrued at half rate by both partners.
- 2. Full vacation allowance will be accrued by each partner.
- 3. Full seniority will be accrued by each partner.
- 4. Each Flight Attendant's basic insurance coverage shall remain in effect based on Flight Attendant's own pay rate. Contributions for voluntary insurance coverages will be deducted from each Flight Attendant's paycheck.
- 5. Credited service in the Retirement Benefit Plan will apply to each partner as if each partner were flying a complete schedule. Actual earnings of each partner will be credited to the Retirement Benefit Plan for each partner.

## D. OTHER COMPENSATION

- 1. Any monies resulting from ground time, holding time, understaffing pay, night pay, premium pay positions, language qualified or expenses (per diem) shall be paid to the partner incurring such compensation.
- 2. In addition, special assignment pay, training pay and participants in the Chase Program shall also be paid to the partner incurring such compensation.

#### **ARTICLE 3 - OPERATION OF A PARTNERSHIP**

## A. CONTRACTUAL LEGALITIES AND WORK RULES

- 1. Partners will function as one Flight Attendant. They will bid for and receive a single trip selection based upon the senior Flight Attendant's name and seniority number. Prior to the beginning of the month but after bids have been awarded, the partners will be responsible for submitting to Crew Schedule in writing the name of the partner who will cover each specific trip for the month or the name of the partner who will be responsible for each reserve or available day. If the partners wish to make a change to the original plan submitted to Crew Schedule, Crew Schedule must be notified no less than twelve (12) hours prior to sign-in or twelve (12) hours prior to the beginning of the available day.
- 2. All contractual legalities will be computed on the trip selection regardless of which partner flew the trip except as provided herein. The partners will function as one individual based on the seniority of the senior Flight Attendant.
- 3. Option I, Option II and Option I as a result of a trip trade (Article 7, paragraphs C., D. and F.- Domestic and International) will not be offered to the partnership.
- 4. At no time (except when transitioning into the program) can both Flight Attendants be working simultaneously. For example, if partner A has a thirty (30) in seven (7) problem, partner B cannot be granted or assigned flying. The Flight Attendant who incurs an illegality is responsible for informing his/her partner of such illegality.
- 5. When a partner is on duty or reporting for duty at home or away from his/her base, each will assume his/her own seniority for purposes of assignment or reassignment.
- 6. Additionally, the partners will assume their own seniority in filling a vacant premium pay position on their own sequence.

## B. PREMIUM PAY POSITIONS

## 1. Purser

- a. If the senior Flight Attendant is a Purser and wishes to bid a Purser position during the three (3) contractual month trip sharing program, a partnership must be formed with another Purser. Partnerships formed in which either partner is Purser qualified will be reviewed on a monthly basis. If the requirements of the service are such that this qualification is needed due to operational necessity, such partnerships will be terminated in reverse order of seniority based on the seniority of the senior Flight Attendant.
- b. If only one (1) partner is Purser qualified, the partnership may not bid a Purser position.

## 2. Language Qualified

- a. If the senior Flight Attendant is a language qualified Flight Attendant and wishes to bid a language qualified position during the three (3) contractual month trip sharing program, a partnership must be formed with another language qualified Flight Attendant. Language partnerships will be reviewed on a monthly basis. If the requirements of the service are such that language qualifications are needed due to operational necessity, such partnerships will be terminated in reverse order of seniority based on the seniority of the senior Flight Attendant.
- b. If only one (1) partner is language qualified, the partnership may not bid a language qualified position.

## ARTICLE 4 - RESERVES/REPLACEMENT AVAILABLE DAYS

## A. DUTY-FREE PERIODS/AVAILABLE DAY RESPONSIBILITY

Reserve partnerships shall bid and be awarded a trip selection indicating their duty-frees in the senior Flight Attendant's name and seniority. Reserve partnerships shall also function and move through first-in, first-out as one(1)Flight Attendant. The Flight Attendants will be responsible between themselves to determine who will be available on the assigned or available days and notify Crew Schedule in writing prior to the beginning of the bid month.

## B. CALL-IN/AVAILABILITY

If the partnership is awarded a CALL-IN selection, the assignment will be made in the appropriate partner's name. At those bases where the availability assignments are put on the tape, these assignments will also be made in the appropriate partner's name.

## **ARTICLE 5 - TRANSITING INTO PROGRAM**

The legality of the partnership will be based on the senior partner. For instance, if both partners fly through, both partners will be paid for the actual flight time. However, only the senior partner's time will be credited for limitation purposes to the partnership. If the senior partner is legal for the partnership's first trip and the junior partner is flying through or illegal, the senior partner must fly the trip. If the senior partner is illegal and the junior partner is legal, the junior partner cannot fly the trip. If both parties are legal, either one can fly the trip. The senior partner will be responsible to fly at least one (1) sequence during the first and last month of the partnership.

## **ARTICLE 6 - VACATIONS**

**PAY AND CREDIT/OVERLAP.** The partnership will take all vacations as scheduled for both partners and be paid at the appropriate rate of the individual Flight Attendant. The partnership must inform Crew Schedule in writing prior to the beginning of the month which partner(s) will be credited with trip (sequences) missed during the vacation period. If the partner(s) fail to provide this information to Crew Schedule, the senior partner will be credited with trip (sequences) missed. If partners are scheduled for vacations which overlap, the conflict will be resolved as follows:

- A. Both vacations will be combined to produce one (1) continuous vacation period equaling the total number of weeks entitled to by both partners (i.e., one [1] one-week and one [1] two-week equal to one [1] three-week). This will be accomplished by adding the junior's vacation week(s) to the beginning and/or end of the senior's vacation.
- B. Combined vacations of four (4) or less weeks will be contained within the contractual month.

- C. Combined vacations of more than four (4) weeks will fill the base contractual month first and then overflow into the following contractual month.
- D. Vacations which conflict during the first three (3) weeks in December will be adjusted to fill up the first three (3) weeks of December and any additional vacation will be assigned in January or February.

## **ARTICLE 7 - SICK LEAVE**

#### A. ABSENCE DUE TO OFF-DUTY ILLNESS OR INJURY

If one (1) of the partners is sick, the other partner can choose to fly the trip or the partnership can choose to go on sick leave. If during any of the months of the trip selection sharing, a trip is not covered due to sickness, the partnership must notify Crew Schedule immediately. The Flight Attendant scheduled to take the trip will be docked. A partner cannot make up sick leave for the other partner nor can a partner fly a make-up trip which the partnership could not legally fly.

#### B. OCCUPATIONAL ILLNESS/INJURY

If one (1) of the partners loses time due to occupational illness or injury, the partnership will be terminated if the ill or injured party does not clear prior to the beginning of the following contractual month. All provisions of the Agreement relative to occupational illness or injury shall apply to the injured partner.

## **ARTICLE 8 - GENERAL**

## A. DISCIPLINE

- 1. Discipline will relate to the individual partner involved; however, in the case of a missed trip or unavailability on reserve, available day, the partner scheduled to fly the trip will be held accountable.
- 2. In the event of a suspension of either partner, the partnership will be considered off flight status for the period of the suspension for pay purposes only.

## B. DISPUTES

The Company will be responsible for administering the program. Neither the Company nor the Union will be responsible for resolving disputes between the parties.

## **ARTICLE 9 - TERMINATION OF THE PARTNERSHIP**

## A. CHANGE IN STATUS OF ONE PARTNER

- 1. The partnership is considered irrevocable except it shall be terminated in the case of: (1) resignation; (2) long-term illness or any occupational illness/injury as noted above; (3) maternity leave of absence; or (4) transfer.
- 2. If the partnership is terminated during the month, it will be the Flight Attendant remaining on active status at the base who will be responsible for completing the schedule for that month.

## B. INCREASED STAFFING REQUIREMENTS

In the event of unforeseen increased staffing requirements, partnerships will be terminated prior to cancellation of overage leaves of absence. Overage leaves of absence will be cancelled prior to recalling furloughed Flight Attendants.

#### C. EMERGENCY CONTACT

When a partnership is formed, both partners must leave an emergency contact number with Crew Schedule.

## D. RIGHT OF TERMINATION/NOTIFICATION/EMERGENCY EXCEPTION

The Company or the APFA has the right to terminate the partnership with no less than forty-five (45) days' written notice prior to the beginning of a contractual month except in the case of an emergency. "Emergency" shall include but not be limited to such reasons as an act of God, a national emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of the Company's aircraft, any strike or picketing causing a temporary cessation of work.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 23rd day of March, 1994.

FOR THE ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

FOR AMERICAN AIRLINES, INC.

Denise C. Hedges President Jane G. Allen Vice President Employee Relations

Robert S. Clayman, Esquire Negotiations Counsel

Susan Oliver Managing Director Employee Relations

WITNESS:
Eric W. Bergman
Daniel Lee Bosch
Kathleen H. Clements
Alan Fahringer
Linda Fincher
Donna Forloine
Brian Hagerty
Patrick C. Hancock
Rebecca Harrison Kroll
Deborah E. Murphy
Suzie Spurlock
Emily A. Whelpley

WITNESS: Janet Kraus John LaMorte Devra McArdle Robin Pritchett Tamara Wright Scott Dennett

## AMERICAN AIRLINES, INC.

## APPENDIX F ATTACHMENT I

## PARTNERSHIP AGREEMENT

We have read the information explaining the Trip Selection Sharing Program. We agree to be Partners. Additionally, we agree and understand that we are bound by the terms of the Letter of Agreement signed by American Airlines, Inc. and the Association of Professional Flight Attendants March 23, 1994. As Partners, we will be responsible for our awarded trip selection schedule subject to the contractual provisions of the Basic Agreement.

| Signature-Senior Partner | Signature-Junior Partner |
|--------------------------|--------------------------|
| Seniority Number:        | Seniority Number:        |
| Employee Number:         | Employee Number:         |
| Base:                    | Base:                    |

## AMERICAN AIRLINES, INC.

## **APPENDIX G**

November 18, 1979

Ms. Kathy Knoop, President ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS 2008 East Randol Mill Road Suite 102 Arlington, Texas 76011

Dear Ms. Knoop:

This will confirm our discussion regarding Flight Attendant handling of heavy passenger carryon items.

Flight attendants will be required to assist passengers with soft and lightweight items during boarding and taxi-in. Flight attendants should exercise discretion if they find items that are too heavy or bulky and tactfully assist the passenger by showing them where they can store the items and request that they obtain those same items after gate arrival.

Very truly yours,

P. Underwood Senior Director Flight Service

## AMERICAN AIRLINES, INC.

## **APPENDIX H**

May 24, 1982

Mr. Bruno Paluk President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76039 Dear Mr. Paluk:

This is to confirm our agreement that with regard to the service between the contiguous fortyeight (48) states and the cities of Cancun and Cozumel, Mexico, for the sake of expediency, the Company will allocate such flying to the International Division.

Although the routes to be flown are not International routes, by contractual definition (Article2.H.\*), it is appropriate, for the time being, to utilize Flight Attendants possessing International qualifications to fly this route.

The allocation of these Mexican destinations to the International Operation shall be without precedent with regard to any other operation, Domestic or International, and the Company reserves the right, at any future date, to allocate such Mexico flying to the Domestic Operation.

Very truly yours,

C. A. Pasciuto Vice President Employee Relations

<sup>\*</sup> The reference to Article 2.H. (International Operation) was changed to Article 2.0. in the Restructuring Participation Agreement dated May 1, 2003

#### **APPENDIX I**

SUPPLEMENTAL INTERNATIONAL AGREEMENT
between

AMERICAN AIRLINES, INC.
and the

FLIGHT ATTENDANTS
in the service of

AMERICAN AIRLINES, INC.
as represented by the

ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between American Airlines, Inc. (hereinafter known as the "Company") and the FLIGHT ATTENDANTS in the service of AMERICAN AIRLINES, INC., as represented by the ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS (hereinafter known as the "APFA").

WHEREAS, the Company and APFA desire to supplement and make certain exceptions to their Basic Agreement with respect to all International Operations and International Charters as hereinafter provided for in this Agreement, with the exception of the Military Airlift Command Operation.

NOW, THEREFORE, the parties hereby agree to the following terms applicable to International Operations, provided the provisions of the Basic Agreement shall apply to International Operations except as modified herein:

## **ARTICLE 1- RECOGNITION**

The provisions of Article 1 of the Basic Agreement shall apply to the International Agreement with regard to recognition.

## **ARTICLE 2- DEFINITIONS**

The provisions of Article 2 of the Basic Agreement shall apply to the International Agreement with regard to definitions.

## **ARTICLE 3 - COMPENSATION**

## A. HOURLY BASE RATES OF PAY

For each full month of service, a Flight Attendant shall receive an hourly base rate of pay for seventy (70) hours in accordance with his/her length of service as a Flight Attendant as follows:

| Effective | 1/1/2003 | 5/1/2003 | 5/1/2004 | 5/1/2005 | 5/1/2006 | 5/1/2007 | 5/1/2008 |
|-----------|----------|----------|----------|----------|----------|----------|----------|
| 1st year  | \$24.34  | \$20.54  | \$20.85  | \$21.16  | \$21.48  | \$21.80  | \$22.13  |
| 2nd year  | \$25.84  | \$21.81  | \$22.14  | \$22.47  | \$22.81  | \$23.15  | \$23.50  |
| 3rd year  | \$27.55  | \$23.25  | \$23.60  | \$23.95  | \$24.31  | \$24.67  | \$25.04  |
| 4th year  | \$29.03  | \$24.50  | \$24.87  | \$25.24  | \$25.62  | \$26.00  | \$26.39  |
| 5th year  | \$33.51  | \$28.28  | \$28.70  | \$29.13  | \$29.57  | \$30.01  | \$30.46  |
| 6th year  | \$37.23  | \$31.42  | \$31.89  | \$32.37  | \$32.86  | \$33.35  | \$33.85  |
| 7th year  | \$41.40  | \$34.94  | \$35.46  | \$35.99  | \$36.53  | \$37.08  | \$37.64  |
| 8th year  | \$43.86  | \$37.02  | \$37.58  | \$38.14  | \$38.71  | \$39.29  | \$39.88  |
| 9th year  | \$45.57  | \$38.46  | \$39.04  | \$39.63  | \$40.22  | \$40.82  | \$41.43  |
| 10th year | \$46.98  | \$39.65  | \$40.24  | \$40.84  | \$41.45  | \$42.07  | \$42.70  |
| 11th year | \$48.69  | \$41.09  | \$41.71  | \$42.34  | \$42.98  | \$43.62  | \$44.27  |
| 12th year | \$50.33  | \$42.48  | \$43.12  | \$43.77  | \$44.43  | \$45.10  | \$45.78  |
| 13th year | \$52.25  | \$44.10  | \$44.76  | \$45.43  | \$46.11  | \$46.80  | \$47.50  |
| 14th year | \$53.15  | \$44.86  | \$45.53  | \$46.21  | \$46.90  | \$47.60  | \$48.31  |
| 15th year | \$54.05  | \$45.62  | \$46.30  | \$46.99  | \$47.69  | \$48.41  | \$49.14  |

Current contractual rates to (decrease) increase by the following percentages, effective on the stated dates:

| 5/1/03 | (15.6%) |
|--------|---------|
| 5/1/04 | 1.5%    |
| 5/1/05 | 1.5%    |
| 5/1/06 | 1.5%    |
| 5/1/07 | 1.5%    |
| 5/1/08 | 1.5%    |

## B. HOURLY INCENTIVE RATES OF PAY

In addition to base pay, a Flight Attendant shall receive hourly incentive pay in accordance with his/her length of service as a Flight Attendant for hours in excess of seventy (70) hours as follows:

| Effective | 1/1/2003 | 5/1/2003 | 5/1/2004 | 5/1/2005 | 5/1/2006 | 5/1/2007 | 5/1/2008 |
|-----------|----------|----------|----------|----------|----------|----------|----------|
| 1st year  | \$27.99  | \$23.62  | \$23.98  | \$24.33  | \$24.70  | \$25.07  | \$25.45  |
| 2nd year  | \$29.72  | \$25.08  | \$25.46  | \$25.84  | \$26.23  | \$26.62  | \$27.03  |
| 3rd year  | \$31.68  | \$26.74  | \$27.14  | \$27.54  | \$27.96  | \$28.37  | \$28.80  |
| 4th year  | \$33.38  | \$28.18  | \$28.60  | \$29.03  | \$29.46  | \$29.90  | \$30.35  |
| 5th year  | \$38.54  | \$32.52  | \$33.01  | \$33.50  | \$34.01  | \$34.51  | \$35.03  |
| 6th year  | \$42.81  | \$36.13  | \$36.67  | \$37.23  | \$37.79  | \$38.35  | \$38.93  |
| 7th year  | \$47.61  | 40.18    | \$40.78  | \$41.39  | \$42.01  | \$42.64  | \$43.29  |
| 8th year  | \$50.44  | \$42.57  | \$43.22  | \$43.86  | \$44.52  | \$45.18  | \$45.86  |
| 9th year  | \$52.41  | \$44.23  | \$44.90  | \$45.57  | \$46.25  | \$46.94  | \$47.64  |
| 10th year | \$54.03  | \$45.60  | \$46.28  | \$46.97  | \$47.67  | \$48.38  | \$49.11  |
| 11th year | \$55.99  | \$47.25  | \$47.97  | \$48.69  | \$49.43  | \$50.16  | \$50.91  |
| 12th year | \$57.88  | \$48.85  | \$49.59  | \$50.34  | \$51.09  | \$51.87  | \$52.65  |
| 13th year | \$60.09  | \$50.72  | \$51.47  | \$52.24  | \$53.03  | \$53.82  | \$54.63  |
| 14th year | \$61.12  | \$51.59  | \$52.36  | \$53.14  | \$53.94  | \$54.74  | \$55.56  |
| 15th year | \$62.16  | \$52.46  | \$53.25  | \$54.04  | \$54.84  | \$55.67  | \$56.51  |

Current contractual rates to (decrease) increase by the following percentages, effective on the stated dates:

| 5/1/03 | (15.6%) |
|--------|---------|
| 5/1/04 | 1.5%    |
| 5/1/05 | 1.5%    |
| 5/1/06 | 1.5%    |
| 5/1/07 | 1.5%    |
| 5/1/08 | 1.5%    |

## C. REGULAR SCHEDULED MONTHLY GUARANTEE

A regularly scheduled Flight Attendant shall be guaranteed seventy (70) hours provided for in A. above for the month.

## D. PARTIAL PAY FOR LESS THAN A FULL MONTH'S SERVICE (HOURLY RATE)

1. Pay Docking-Unpaid Status. A Flight Attendant in an unpaid status during the month shall be docked for the scheduled flight pay and credit hours of the trip or trips missed while in such unpaid status. A reserve on available days shall be docked three hours fifty-six minutes (3:56) of flight pay and credit for each day of availability while in such unpaid status during a thirty one (31) day month; four hours ten minutes (4:10) during a thirty (30) day month. A Flight Attendant on AVBL days

shall be docked three hours fifty-three minutes (3:53) pay and credit for each AVBL day while in such unpaid status.

## 2. Pay Guarantee - Less Than a Full Month

- a. **Reserve**: A reserve Flight Attendant who begins or returns to service after the beginning of a thirty-one (31) day contractual month shall be guaranteed three hours fifty-six minutes (3:56); four hours ten minutes (4:10) during a thirty (30) day month, of flight time pay for each day s/he is qualified for flight duty (excluding duty-free periods) or the flight time hours actually flown, whichever is greater.
- b. **Regularly Scheduled:** A Flight Attendant who begins or returns to service after the beginning of a contractual month shall be guaranteed the flight time hours actually flown or three hours fifty-three minutes (3:53) of flight pay for each day of replacement availability, whichever is greater.

## E. RESERVE MONTHLY GUARANTEE/RESERVE OVERRIDE

- 1. Reserve Monthly Guarantee. A reserve Flight Attendant shall be guaranteed five (5) hours of incentive pay, as specified in B. above, in addition to seventy (70) hours as provided in A. above, for the month, provided that when a Flight Attendant is in a non-pay status during the month, such five (5) hours incentive pay shall be reduced by fifteen (15) minutes for each day in such non-pay reserve status.
- \*2. Reserve Override. \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.
  - a. Reserve Override Applicability. A Flight Attendant, who has achieved three (3) or more years of occupational seniority will receive, in addition to all other compensation, zero dollars (\$0.00) per hour for each paid flight hour of a reserve assignment, or for each hour of her/his applicable reserve monthly guarantee, whichever is greater.
  - b. Application to Carry-Over Hours. The hourly override of a. above will apply to the paid carry-over hours of reserve assignments which originate in a reserve month and continue into a regularly scheduled month.
  - c. Application to Sick Make-Up, Optional Exchange and Limited Option II.

    The hourly override of a. above will not apply to Sick Make-up or Optional Exchange trip sequences but will apply to Limited Option II.

## F. FLIGHT PAY CREDIT EARNED

The provisions of the Basic Agreement, Article 3.F., shall apply.

## G. SPECIAL ASSIGNMENT

The provisions of the Basic Agreement, Article 3.G., shall apply.

## H. TRAINING PAY

The provisions of Article 3.H. of the Basic Agreement shall apply except that, for training away from base, Article 3.H.7.a., an International Flight Attendant may not be scheduled to remain on duty in any on-duty period in excess of fourteen (14) hours, and in no case be required to remain on duty in excess of sixteen (16) hours during any such on-duty period. A Flight Attendant may elect to exceed the on-duty training limitations in order to deadhead home in the same on-duty period provided, that the departure time of such deadhead is within the actual on-duty period limitation.

## I. HOLDING TIME (ORIGINATING FLIGHTS)

The provisions of the Basic Agreement, Article 3.1., shall apply.

## J. GROUND TIME

The provisions of the Basic Agreement, Article 3.J., shall apply.

**K.** \*NIGHT PAY. \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.

The provisions of the Basic Agreement, Article 3.J., shall apply.

## L. UNDERSTAFFING PAY

Should a flight depart with less than the number of Flight Attendants required by the Company's applicable published staffing guidelines, as issued pursuant to Article 9.B.2. and Appendix I, Article 9.B.2. of the Agreement, each Flight Attendant working the flight will receive compensation at the rate of five dollars (\$5.00) per hour, for each hour actually flown (block to block), or fraction thereof for each Flight Attendant missing. Such understaffing pay, which shall be automatic/automated and shall require no action on the part of the Flight Attendant for payment, shall be in addition to all other applicable compensation, including but not limited to Ground/Holding pay.

## M. PURSER POSITIONS

## 1. Purser Position

- a. The Purser position on multi-aisle widebody aircraft shall receive a premium of three dollars (\$3) for each hour actually flown, in addition to all other compensation.
- b. The Purser position on single-aisle aircraft shall receive a premium of two dollars (\$2) for each hour actually flown, in addition to all other compensation.

## 2. Purser Pay For Trips Not Flown

- a. Purser pay as specified above shall apply to a Flight Attendant while on paid sick leave, special assignment and training.
- b. Purser pay as specified above will apply to a Flight Attendant while on vacation, provided that in the fiscal year in which the vacation is scheduled, the Flight Attendant met the annual Purser program participation requirement as outlined in Article 34.
- c. Notwithstanding b. above, a Purser who received her/his initial Purser qualification after May 1 will receive Purser pay as specified in 1. above while on vacation during the first fiscal year following her/his initial Purser qualification.

## N. FOREIGN LANGUAGE

The provisions of the Basic Agreement, Article 3.N., shall apply.

## O. PURSER/FOREIGN LANGUAGE DRAFTING PAY

The provisions of the Basic Agreement, Article 3.O. shall apply.

## P. LOST/STOLEN PAYCHECKS

The provisions of the Basic Agreement, Article 3.P., shall apply.

## Q. PRORATION OF INTERNATIONAL PAY

International base pay shall be pro-rated on a daily basis for any month during which a Flight Attendant is assigned to or relieved from the International Operation. For the period of service in the International Operation, such Flight Attendant shall be paid his/her pro-rated International base pay or actual earnings, whichever is greater.

## R. RANDOM DRUG/ALCOHOL TESTING PAY

The provisions of the Basic Agreement, Article 3.Q., shall apply.

## S. MIXED CO-TERMINAL STIPEND

The provisions of the Basic Agreement, Article 3. R., shall apply.

## T. GALLEY PAY AND POSITIONS

## 1. Galley Pay

- a. Multi-Aisle Widebody Aircraft. All multi-aisle widebody aircraft bid Galley positions shall receive a premium of eight-eight cents (\$.88) per hour for each hour actually flown, in addition to all other compensation.
- **b. 757 AFT Galley Pay.** The aft Galley position on 757 aircraft will receive a premium of eight-eight cents (\$.88) per hour for each hour actually flown, in addition to all other compensation.
- c. Galley Pay for Trips Not Flown. Galley pay as specified above will apply to a Flight Attendant while on paid sick leave, vacation, special assignment and training.

## 2. Galley Position(s)

a. Minimum Number of Bid Galley Positions. The Company will establish a minimum number of bid galley positions on all multi-aisle wide-body aircraft premium paid galley positions which will include;

| AIRCRAFT CONFIGURATION | SERVICE         | GALLEY POSITION(S) |
|------------------------|-----------------|--------------------|
| One (1) Class          | One (1) Class   | One (1)            |
| Two (2) Class          | Two (2) Class   | Two (2)            |
| Three (3) Class        | Two (2) Class   | Two (2)            |
| Three (3) Class        | Three (3) Class | Three (3)          |

- **b. Establishment of 757 AFT Galley Position.** The Company will establish a bid premium paid aft Galley position on all 757 aircraft.
- c. Duties and Qualifications. All bid Galley position(s) will be worked by Galley Flight Attendants. The Company will define the duties and qualifications of the Galley premium paid positions. Flight Attendants who perform galley duties may also perform cabin duties.

- d. Galley Position(s) Awarded in Order of Seniority. The Galley positions will be awarded in order of seniority.
- \*U. \*LONGEVITY BONUS. \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.

The provisions of the Basic Agreement, Article 3.U., shall apply.

**\*V. HOLIDAY PAY** \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.

In addition to all other compensation, a working Flight Attendant shall be paid for work performed on holidays, as defined in Art. 2.P. of this Agreement, in accordance with the following:

1. Regularly Scheduled Flight Attendant. Hourly rate of pay times 1.024, times the credited flight time for the trip sequence, divided by the number of hours away from base, times the number of hours away from base falling within the holiday.

Example: A Flight Attendant earning \$48.37 per hour flies a trip sequence which produces 17 hours of credited flight time and keeps the Flight Attendant away from home (sign-in to debrief) for 48 hours, of which 24 hours falls on the holiday:

\$48.37 hourly rate X 1.024 = \$49.53 \$49.53 X 17 hours credited flight time = \$842.01 \$842.01 divided by 48 hours away from home = 17.54 17.54 X 24 hours on holiday = \$420.96 Holiday Pay = \$420.96

#### 2. Reserve

- a. Released Prior to a Holiday. If released prior to midnight the day before a holiday, a reserve Flight Attendant receives no holiday pay;
- b. On Reserve Status, No Flying Performed. If on reserve status and does not fly, a reserve Flight Attendant receives 4:10 hours (for a 30 day contractual month) or 3:56 hours (for a 31 day contractual month) times the reserve's hourly rate times 1.024.
- e. On Reserve Status, Flying Performed. If on reserve status and flies a trip sequence, a reserve Flight Attendant receives the greater of either subparagraph b. or the regularly scheduled Flight Attendant computation as described in 1. above, except that the reserve Flight Attendant's hourly rate of pay shall be multiplied by 1.024.

## **ARTICLE 4 - EXPENSES**

## A. EXPENSES

1. Flight Assignment. Flight Attendants on duty or when away from their base station on regular assignment shall be reimbursed for meals and incidentals at the rate of:

\$1.75 per hour;

prorated to the nearest minute, from the reporting time as set forth in Article 7.L., through the debriefing period following the trip that returns the Flight Attendant to his/her home base station. Flight Attendants must fly (including deadheading) to be covered under the provisions of this paragraph.

- 2. Special Assignment/Temporary Vacancies/Self-Designated Training. The provisions of Article 4.A.2. of the Basic Agreement shall apply to the International Agreement.
- **3. Training Away From Base Station.** The provisions of Article 4.A.3. of the Basic Agreement shall apply to the International Agreement.
- **4. Training At Base Station.** The provisions of Article 4.A.4. of the Basic Agreement shall apply to the International Agreement.
- **5. Training on Vacation or LOA.** The provisions of Article 4.A.5. of the Basic Agreement shall apply to the International Agreement.
- 6. **Domestic Assignments.** Excluding International Trip Sequences as defined in Article 2.P. of the Basic Agreement, International Flight Attendants on Domestic assignments, including attending a required training program scheduled to be conducted within the contiguous forty-eight (48) states, shall receive expenses as provided in Article 4.A. of the Basic Agreement.

#### B. OTHER EXPENSES

The provisions of Article 4.B. of the Basic Agreement shall apply to the International Agreement.

## C. TAXI

The provisions of Article 4.C. of the Basic Agreement shall apply to the International Agreement.

## D. GROUND TRANSPORTATION

The provisions of Article 4.D. of the Basic Agreement shall apply to the International Agreement.

#### **ARTICLE 5 - UNIFORMS AND ACCESSORIES**

The provisions of Article 5 of the Basic Agreement shall apply to the International Agreement with regard to uniforms.

## **ARTICLE 6 - VACATION**

The provisions of Article 6 of the Basic Agreement shall apply to the International Agreement with regard to vacation.

## ARTICLE 7 - HOURS OF SERVICE

## A. TRIP SELECTION SCHEDULE MAXIMUM

- 1. Except as provided in 2. or 3. below, a Flight Attendant at the beginning of the month shall not be scheduled on the monthly trip selection for more than eighty-two (82) credit hours.
- 2. The Company may elect to offer for bid "pure" monthly trip selections containing no more than ten (10) legs.
  - a. The monthly trip selection schedule maximum for such "pure" monthly trip selections shall be eighty-seven (87) credit hours. Flight Attendants awarded such "pure" monthly trip selections will be considered to have exercised the provisions of paragraph C. below, Option 1, for the contractual month.

- b. For the purpose of this paragraph, "pure" trip selections shall mean trip selections in excess of eighty-two (82) credit hours containing trip sequences comprised of the same legs and same layover cities.
- c. No "pure" trip selection will contain a series of trip sequences that have home base departures that vary by more than four (4) hours.
- 3. The Company and the APFA may, on a case by case basis, agree to except the leg and credit hour restrictions of "pure" monthly trip selections. Any such exception(s) shall be subject to annual renewal.

## B. MONTHLY MAXIMUMS

Eighty-five (85) credit hours shall constitute the monthly maximum for a Flight Attendant.

## C. OPTION I

- 1. Exercise of Option I to Exceed Monthly Maximum. A Flight Attendant may option (Option I) at the beginning or during the month to exceed the maximum in paragraph B. above, in order to complete his/her trip selection for that month. Such option, once made, shall be applicable for the entire month.
- 2. Make-Up Assignment Up to Ninety (90) Credit Hours. In addition to the provisions of 1. above, a regularly scheduled Flight Attendant may request a Make-up flying assignment(s) in excess of the eighty-five (85) credit hour maximum of B. above, for up to, but not more than, ninety (90) credit hours. If awarded such Make-up flying request;
  - a. Option I Application to Entire Month. The Flight Attendant will be considered to have exercised Option I above, to complete the month's flying, and
  - b. Trip Sequence Assignments Under Article 9.P. Increased to Ninety (90) Hours Once Option I, Paragraph C.2. Exercised. For purposes of trip sequence assignments under Appendix I, Article 9.P., the Flight Attendant will be considered to have increased her/his monthly credit hour maximum to ninety (90) credit hours.

## D. OPTION II

- 1. A Flight Attendant may elect to exceed his/her monthly maximum without limitation by the exercise of a second option (Option II). A Flight Attendant may exercise Option II status by:
  - (a) changing his/her option status to Option II at the time of bidding; or
  - (b) changing his/her option status to Option II at any time during the month; or
  - (c) accepting an Option II trip; or
  - (d) trip trading over the monthly maximum into Option II status.
- 2. Trips flown under this provision will be awarded in accordance with the Order of Open Time Coverage, Article 9.L.
- 3. A Flight Attendant requesting open time through Option II is under no obligation to fly any trip or trips offered to him/her. A declination of open flying offered on a particular day does not preclude such Flight Attendant from requesting Option II flying on a subsequent day or days.

4. A Flight Attendant exercising Option II will be considered to have exercised Option I, and such option, once made, shall be applicable for the entire month.

## E. NO-OPTION: ADJUSTMENT TO SCHEDULE AT HOME BASE

If, during a month, the Company assigns a Flight Attendant at his/her home base who has not exercised the options in paragraphs C. and D. above, and such assignment increased his/her schedule trip selection credit for the month beyond the trip selection limitation of eighty-two (82) credit hours in A.1. above, such Flight Attendant shall have his/her schedule adjusted during the month to bring his/her trip selection credit back within eighty-two (82) credit hours. For purposes of this paragraph E. only, assignment is defined to include:

- 1. removal from a scheduled trip at home base and assigned another trip;
- 2. rescheduled to a trip because of a cancellation at his/her home base;
- 3. assignment to a trip on his/her unscheduled day.

## F. OPTION I AS A RESULT OF TRIP TRADE

If, during a month, a Flight Attendant who had not exercised Option I, as a result of a trip trade or an award of make-up flying pursuant to C.2. above, voluntarily schedules himself/herself over the eighty-two (82) hour trip selection limitation in paragraph A.1. above, or voluntarily schedules himself/herself so that an experience factor indicates that s/he could exceed the eighty-five (85) hour limitation in paragraph B. above, s/he will be considered to have exercised an option to exceed the eighty-five (85) hours (Option I). However, if the trade is for the same or fewer hours, Option I will not be triggered automatically.

## G. LONG-RANGE FLYING ASSIGNMENT/EXTENDED-LONG-RANGE FLYING

- 1. A regularly scheduled Flight Attendant who is awarded or assigned a monthly trip selection which consists wholly of trip sequences which are defined as Long-Range Flying and Extended-Long-Range Flying, as provided in Article 2.T., shall fly and complete such scheduled or rescheduled assignment, credited time notwithstanding, provided such Flight Attendant has not been assigned in excess of the monthly maximum, as provided in Article 7.C. or to a flying assignment other than long-range.
- 2. The flying of a non-long-range trip sequence, as provided in Article 9.W.2, shall not be considered as satisfying the requirements of this provision.
- 3. Nothing in this Article shall prevent a Flight Attendant from exercising the provisions of Article 7.C. or 7.D.
- 4. The trading of a trip sequence as provided in Article 25 shall have no effect on this provision.

## H. DETERMINING COMPLIANCE WITH MONTHLY MAXIMUM

- 1. For determining compliance with the monthly credit maximum provided for in B. above, scheduled flight time or actual flight time, whichever is greater on a leg-by-leg basis, shall be used.
- 2. For the purpose of compliance with the monthly maximum, a Flight Attendant who has not elected to option under paragraphs C., D. or F. above, will be considered legal to fly his/her last scheduled trip or trip pairing of the month if, prior to departure from his/her home base station on such last trip or trip pairing, his/her previous total flight time credit for the month, when added to the scheduled flight time, plus credited time as provided in Article 8 of this Agreement of such last trip or

trip pairing within the contractual month, produces a total which does not exceed his/her monthly maximum of eighty-five (85) credit hours. Having once embarked on such last trip or trip pairing, such Flight Attendant will be considered legal to fly and complete his/her scheduled assignment.

## I. FLIGHT TIME LIMITATIONS

- 1. Regularly Scheduled Trips, Extra Sections, Ferry Flights, Charter Trips, Scenic Flights. Flight time limitations provided for herein shall include all flight time when a Flight Attendant is assigned as a crew member on regularly scheduled trips, extra sections, ferry or charter trips, and scenic flights.
- 2. Determination of Crew Member Status on Ferry Flights. A Flight Attendant assigned to a trip sequence which involves a ferry (whether the ferry is a passenger, freighter or combination aircraft) followed by a revenue flight or a revenue flight followed by a ferry, for purposes of 1. above, the Flight Attendant shall be considered to be assigned as a crew member on the ferry.

## J. ON-DUTY LIMITATIONS

1. Non-Long-Range Flying. In any on duty period not containing long-range flying, a Flight Attendant shall not be scheduled or rescheduled to remain on duty in excess of fourteen(14) consecutive hours and, in no case, shall a Flight Attendant be required to remain on duty in excess of sixteen (16) hours during any such on duty period.

## 2. Long-Range Flying/ Extended-Long-Range Flying

- a. Long-Range Flying Over Twelve (12) Hours But Not More Than Fourteen Hours and Thirty Minutes (14:30)
  - (1) In any on-duty period containing long-range flying of over twelve (12) hours but not more than fourteen hours and thirty minutes (14:30) a Flight Attendant may be scheduled or rescheduled to remain on duty up to sixteen (16) consecutive hours, however, in no case shall a Flight Attendant be required to remain on duty in excess of eighteen (18) hours during any such on-duty period.
  - (2) Such long-range flight requiring an operational fuel landing shall be operated using the eighteen (18) hour on-duty limitation.

## b. Extended-Long-Range International Flying Over Fourteen Hours and Thirty Minutes (14:30)

(1) In any on-duty period containing extended-long-range international flying of over fourteen hours and thirty minutes (14:30), a Flight Attendant may be scheduled to remain on duty for a period not to exceed sign-in time, plus the scheduled flight time of the trip, plus debrief, with a maximum scheduled on-duty time of twenty hours (20:00). In no case will a Flight Attendant be required to remain on duty in excess of an amount of time equal to the originally scheduled duty period maximum plus three (3) hours.

Example: A duty period containing an extended-long-range international flight leg of sixteen hours (16:00) will have:

(a) A scheduled on-duty period (including sign-in and debrief) of seventeen hours and thirty minutes (17:30);

- (b) An actual on-duty limit duty-period of seventeen hours and thirty minutes (17:30) plus three (3) hours (includes any operational fuel landing).
- **3.** A duty period containing extended-long-range international flying will consist of no more than one (1) scheduled non-stop flight leg. The flight is considered "non-stop" even if a stop is made for operational reasons.

## K. DUTY ALOFT LIMITATION

- 1. Non-Long-Range Flying. On trip sequences not containing long-range-flying/extended-long-range flying, a Flight Attendant shall not be scheduled for duty aloft for more than twelve (12) consecutive hours in any twenty-four (24) consecutive hours.
- 2. Long-Range Flying/Extended-Long-Range Flying. On trip sequences containing long-range flying/extended-long-range flying, a Flight Attendant may be scheduled for duty aloft in excess of twelve (12) consecutive hours in any twenty-four (24) consecutive hours provided such scheduled duty aloft conforms to the On-Duty Limitations of Long-Range Flying/Extended-Long-Range Flying covered by the provisions of Appendix I, Article 7.J.2. and the on board crew rest conforms to the provisions of Appendix I, Article 30.L.4. Flights Over Twelve (12) Hours to Fourteen Hours Thirty Minutes (14:30) Scheduled Flying Time (Long-Range-Flights), and Appendix I, Article 30.5. Flights Over Fourteen Hours Thirty Minutes (14:30) Scheduled Flying Time (Extended-Long-Range Flights).

## L. ON-DUTY PERIODS

1. Report/Debrief. A duty period shall commence at the time the Flight Attendant reports for duty prior to flight, or the reporting time required by the Company, whichever is later, and shall continue until the termination of the post-flight period specified by the Company, which shall be not less than thirty (30) minutes. The required reporting time shall be not less than one (1) hour (thirty [30] minutes if deadheading) before the scheduled departure time.

## 2. Training

- a. **Before a Trip.** A required training program or required service briefing before a trip shall be treated as an extension of the duty period.
- **b.** After a Trip. A Flight Attendant may, at her/his option, elect to attend a required training program after a trip. Attendance at such training will not extend a Flight Attendant's on-duty period. A Flight Attendant desiring to voluntarily attend required training after a trip will ensure that there is sufficient legal rest after the training is completed so as not to cause an illegality removal or conflict with a subsequent assignment or day of availability.
- 3. On-Duty Rest Break. When a Flight Attendant is scheduled for an on-duty rest period in excess of five (5) hours block-in to block-out, s/he shall be furnished suitable single occupancy lodging in a quiet room in a suitable location. There may be certain unusual isolated situations of a temporary nature where single occupancy accommodations, as stipulated above, cannot be obtained at a daily rate of sixty-five dollars (\$65) or less. Under such circumstances, double occupancy in a double room will be acceptable until single occupancy accommodations are again available at this rate.

## M. REST PERIODS AT HOME BASE STATION

1. Twelve (12) Hour Rest. A twelve (12) hour rest period, free of all duty, shall be given after the completion of a trip sequence. This twelve (12) hour rest period may be reduced by two (2) hours in actual operations.

- 2. Fourteen and One-Half (14-1/2) Hour Rest Period. A fourteen and one-half (14-1/2) hour rest period, free of all duty, shall be scheduled to be taken after the completion of each scheduled trip sequence containing a non-stop leg in excess of seven (7) hours flight time.
- 3. Thirty-Six (36) Hour Rest Period. A thirty-six (36) minimum hour rest period, free from all duty, shall be scheduled to be taken after completion of each scheduled trip sequence containing long-range flying over twelve (12) hours but not more than fourteen hours and thirty minutes (14:30).
- 4. Forty-Eight (48) Hour Rest Period. A forty-eight (48) minimum hour rest period, free from all duty, shall be scheduled to be taken after completion of each scheduled trip sequence containing extended-long-range flying in excess of fourteen hours and thirty minutes (14:30).
- 5. At Flight Attendant option, the minimum rest period provided in M. 3. or 4. above may be reduced. However, in no event will the actual minimum rest period following a trip sequence containing long-range or extended-long-range flying be less than 24 hours. This provision is not applicable for a rest period scheduled to be taken wholly during a reserve month, or which commences in a regular month and extend into a reserve month. Such scheduled rest is not reducible.
- 6. When awarding monthly trip selections for the following month, the full unreduced rest provisions provided in 1. through 4. above will be considered in the application of Appendix I, Article 9.V.1.f.

## N. LAYOVER REST PERIODS

- 1. On-Duty Up To Fourteen (14) Hours. Layover rest periods scheduled for at least nine (9) consecutive hours. May be scheduled or reduced to no less than eight (8) hours provided that a subsequent rest period of at least ten (10) consecutive hours of compensatory rest is scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.
- 2. On-Duty Over Fourteen (14) Hours, and Up To Twenty (20) Hours. Layover rest periods scheduled for at least twelve (12) consecutive hours. May be scheduled or reduced to no less than ten (10) consecutive hours provided that a subsequent rest period of at least fourteen (14) consecutive hours of compensatory rest is scheduled to begin no later than twenty-four (24) hours after the beginning of the reduced rest period and must occur between the completion of the scheduled duty period and the commencement of the subsequent duty period.

If the scheduled rest above is reduced, the Flight Attendant may not be scheduled for a duty period of more than fourteen (14) hours during the twenty-four (24) hour period commencing after the beginning of the reduced rest period.

## 3. Trip Selection Rest

- a. Notwithstanding paragraph 1. above, the Company agrees to build trip selections to not less than eight hours thirty minutes (8:30) scheduled layover rest.
- b. Flight Attendant rest may however, be reduced to no less than eight (8) hours in actual operation in accordance with the provisions of 1. above.

## O. DUTY-FREE PERIODS

A regularly scheduled Flight Attendant shall receive ten (10) twenty-four (24) hour periods free of all duty with the Company at his/her home base station during each contractual month. Such duty-free periods shall be preplanned and indicated on the monthly trip selection and may be scheduled

separately or in any given multiples. These duty-free periods shall be separated by not less than twenty-four (24) hours.

## P. RESCHEDULING OF DUTY-FREE PERIODS

- 1. In the event reserve coverage, as provided in Article 10, does not provide the required coverage at a base to protect the Company's operation and other means of protection which are normally used have been exhausted, the Company may, in accordance with the Order of Open Time Coverage provided in Article 9.L., change a Flight Attendant's duty-free period.
- 2. Changes in duty-free periods may also be required as the result of operational necessity, i.e., cancellation away from base, rescheduling away from base, etc.
  - 3. A Flight Attendant may change his/her duty-free period(s).
- 4. The Company may, with the consent of the Flight Attendant, change one (1) or more duty-free period prospectively for purposes of assigning such Flight Attendant to training.
- 5. After the beginning of the month when a change in a duty-free period occurs, such changes will involve only increments of twenty-four (24) hours. Such duty-free period must be rescheduled prospectively, as follows:
  - a. The rescheduling of a twenty-four (24) hour duty-free period may be, prospectively, joined with another twenty-four (24) hour duty-free period, or multiple twenty-four (24) hour duty-free periods. If such combining would be in conflict with a regularly scheduled trip or available day(s), such twenty-four (24) hour duty-free period shall be scheduled separately.
  - b. If a multiple duty-free period is to be moved, and such multiple duty-free period cannot be combined with an existing duty-free period, or scheduled separately without conflict with a regularly scheduled trip or available day(s), such multiple duty-free period shall be separated into increments of twenty-four (24) hours and scheduled, as provided in a. above.

## Q. REQUEST TO DEADHEAD AND EXCEED ON-DUTY LIMITATION

When a Flight Attendant flies from A to B, and due to the on-duty limitation must be scheduled to lay over and then deadhead from B to A, such Flight Attendant may request that s/he be permitted to deadhead home in the first duty period, and the Company may, if it chooses, permit him/her; provided, however, that the departure time of such deadhead is within the actual on-duty limitation. However, s/he shall be paid and credited for the scheduled second duty period in lieu of the extension of the first duty period.

## R. CONTACT WITH THE COMPANY: DAYS OFF/VACATION

- 1. No Flight Attendant shall be required to keep the Company advised of his/her whereabouts during the off-duty periods as provided in paragraph O. of this Article and Article10.F. of this Agreement, or during the period while on scheduled vacation.
- 2. Should a Flight Attendant leave his/her normal contact on an unscheduled day off, s/he is not required to notify the Company and leave his/her contact.
- 3. A regularly scheduled Flight Attendant on a duty-free period or an unscheduled day off is subject to a trip assignment in accordance with the provisions of the Order of Open Time Coverage of Article 9.L.; however, such Flight Attendant is under no obligation to hold himself/herself available.

4. A regularly scheduled Flight Attendant shall not be required to return from his/her vacation until the time s/he is required to report to Crew Schedule in time to cover his/her next scheduled trip.

## S. NOTIFICATION OF DEPARTURE/DELAY/CANCELLATION

The Company shall maintain a standard method of notifying Flight Attendants of the scheduled departure time of their trips. When the scheduled departure time is appreciably delayed, Flight Attendants shall be notified as far in advance as practicable, consistent with the circumstances. At originating stations, every effort shall be made to promptly notify Flight Attendants of any cancellation, delay or deferment of their trips. Refer to Article 9.N. for additional information regarding delay notification.

## T. CALL-OUT LIMITATION

A Flight Attendant who reports to the airport for a specific flight assignment but does no flying, shall not be required to remain at the airport in excess of four (4) hours without being given another flight assignment to be performed within the same on duty period.

## U. FLIGHT TIME CREDIT FOR TRIPS NOT FLOWN

For purposes of computing maximum monthly flight time limitations under this Article, a Flight Attendant who holds a monthly trip selection award shall be credited with the scheduled flight time plus credited time, as provided in Article 8 of this Agreement, of the trip or trips s/he was scheduled to fly when such Flight Attendant misses such trip or trips because of vacation, sick leave, training, special assignment, authorized leave of absence, suspension, or displacement by a supervisor, instructor, or other authorized personnel. Replacement Flight Attendants with available days shall receive three hours fifty-three minutes (3:53) of flight time credit for each such available day.

## V. TERMINATION AT CO-TERMINAL STATION

If termination at the Flight Attendant's home base station is at a co-terminal, other than his/her original point of departure, there shall be added one (1) hour to the on-duty period for the purpose of allowing for the use of Company furnished transportation. However, this hour shall not be construed to be a part of the on-duty period for the purposes of Article 7.L. or Article 8 of this Appendix.

## W. DEFERRED FLIGHTS

If after sign-in, a trip sequence is deferred overnight at a Flight Attendant's base, and it is the Company's intent to have the Flight Attendant fly the deferred trip sequence, the following procedure will apply:

- 1. If the Flight Attendant receives less than home base rest, s/he must have a minimum of layover rest (for International Flight Attendants, International home-base rest if it is greater than layover rest) and the Flight Attendant will be entitled to a hotel, expenses and flight time pay and flight time credit in accordance with Article 8.F., beginning at sign-in on the first day of the scheduled trip sequence. Flight time pay and flight time credit in accordance with Article 8.E. will be calculated beginning at sign-in for the deferred departure on the second day.
- 2. If home base rest is provided, the Flight Attendant may request call-out pay in accordance with Article 8.C. and decline the hotel and expenses described above. In such case, the expenses as well as the flight time pay and flight time credit will be calculated based on the sign-in time for the deferred departure on the second day.
- 3. If a trip sequence is deferred overnight and the deferred departure does not provide the Flight Attendant with a minimum of layover rest, the Flight Attendant will be illegal for the deferred

departure the following day and will receive call-out pay in accordance with Article 8.C. In this situation, the Flight Attendant will also be subject to the provisions of Article 9.P.

## **ARTICLE 8 - MINIMUM PAY AND CREDIT**

#### A. MINIMUM GUARANTEE

A Flight Attendant who flies and completes a trip or trip pairing, including deadheading by Company assignment, shall receive the greatest of the following:

- 1. Flight time pay and flight time credit actually earned.
- 2. Minimum of five hours (5:00) flight time pay and flight time credit multiplied by the number of duty periods within a trip sequence, provided, however, any trip sequence that contains more than one (1) duty period will be credited with a minimum of three hours (3:00) flight time pay and flight time credit for each duty period.
  - 3. Scheduled on-duty time, as provided in paragraph E. of this Article.
  - 4. Actual on-duty time, as provided in paragraph E. of this Article.

## B. DEFINITION OF COMPLETED TRIP - EXCEPTIONS AND GUARANTEES

For purposes of paragraph A. above, a Flight Attendant will be considered to have completed a trip if the aircraft on which s/he is assigned as a crew member lands at an airport other than the airport of departure or its co-terminal.

- 1. Return to Airport of Departure for Reasons Other Than Mechanical. If the aircraft on which a Flight Attendant is assigned as a crew member returns to the airport of original departure or a co-terminal for reasons other than mechanical interruption, it shall be considered a completed trip.
- 2. Return to Airport of Departure for Mechanical Reasons. If the aircraft on which a Flight Attendant is assigned as a crew member returns to the airport of original departure or a coterminal due to mechanical interruption, and the Flight Attendant performs no other flying within the duty period, s/he shall be guaranteed a minimum of three (3) hours pay and flight time credit for the duty period involved.

## C. CALL-OUT

1. A Flight Attendant who reports to the airport for a specific flight assignment but does no flying shall, if applicable, be eligible for Holding Time/Ground Time, as provided in Article 3.I. and J. of this Appendix and shall receive the greater of:

## a. Trip Sequence Origination

- (1) flight time pay for On-Duty Time as provided in Article 8.E. of this Appendix, from the time s/he reports for the specific flight assignment continuing until s/he is released to begin his/her legal rest period, or
  - (2) three (3) hours flight time pay.

## b. Mid-Sequence

(1) flight time pay and flight time credit for On-Duty Time as provided in Article 8.E. of this Appendix, or if greater, flight time pay and flight time credit for Time Away from Base, calculated in accordance with the provisions of Article 8.F. of this

Agreement, from the time s/he reports for the specific flight assignment continuing until s/he is released to begin his/her legal rest period, or

- (2) three (3) hours flight time pay and credit.
- 2. Such Flight Attendant shall not be required to remain at the airport in excess of four (4) hours without being given another flight assignment to be performed within the same on-duty period.
- 3. This provision shall not apply to a Flight Attendant who does not fly due to his/her own incapacity for flight.
- 4. The above pay provision shall not be applicable if the Flight Attendant is notified prior to reporting for duty. If the Company attempts to notify the Flight Attendant three (3) or more hours prior to the original departure time of the flight assignment, but is unsuccessful, the Flight Attendant shall be considered notified.
- 5. This provision shall not apply to a Flight Attendant who is displaced by a supervisor, instructor, or other authorized personnel.

## D. LOCAL, SCENIC, COURTESY OR PUBLICITY FLIGHTS

The provisions of paragraph A. above shall not apply when a Flight Attendant is required to serve on flights which are characterized as local, scenic, courtesy or publicity. A Flight Attendant required to serve on such flight or flights shall be guaranteed a minimum of three (3) hours pay and flight time credit for the duty period involved.

#### E. ON-DUTY TIME

On-duty time, as provided in paragraph A. of this Article, shall be computed as follows:

- 1. Scheduled On-Duty Time. One (1) minute flight time pay and flight time credit for each two (2) minutes of a scheduled or rescheduled on-duty period, as set forth in Article 7.L. of this Agreement.
- 2. Actual On-Duty Time. One (1) minute flight time pay and flight time credit for each two (2) minutes of an actual on-duty period, as set forth in Article 7.L. of this Agreement.

#### F. TIME AWAY FROM BASE

- 1. A Flight Attendant who performs any flight duty (including deadheading) which involves two (2) or more on-duty periods, broken by at least one (1) off-duty period away from such Flight Attendant's home base station, shall receive the greater of the following:
  - a. Scheduled Time Away From Base. One (1) minute of flight time pay for each three and one-half (3-1/2) minutes of scheduled or rescheduled time away from his/her home base station.
  - **b.** Actual Time Away From Base. One (1) minute of flight time pay for each three and one-half (3-1/2) minutes of actual time away from his/her home base station.
- 2. For purposes of this paragraph F. above, on-duty periods and off-duty periods shall be as set forth in Article 7.L. and M. of this Agreement.
- 3. When a Flight Attendant's return to his/her home base station is delayed by a strike or work stoppage which substantially affects the operation of the Company, or when such delay is

caused for personal reasons, such Flight Attendant shall be entitled to only the flight time pay for scheduled or rescheduled time away from base, as provided in F.1.a. above.

4. The provisions of this paragraph F. above shall not apply beyond the first twenty-four (24) hours of excess time away from base resulting from the delay in a Flight Attendant's return to his/her home base station due to an official NOTAM\* which closes, for a period of twenty-four (24) hours or more, the airport at which such Flight Attendant is laying over, or at which such Flight Attendant is forced to lay over as a result of such airport closing, provided that such Flight Attendant is assigned by the Company to fly, or deadhead, within six (6) hours after the first American Airlines flight operates into or out of the airport at which the Flight Attendant is laying over. In this instance, excess time away from base shall be the difference between the time such Flight Attendant actually arrives at his/her home base station and the time s/he would have arrived had there been no airport closing.

\*NOTAM: Notice to Airmen (issued by the Federal Government)

5. Flight time pay and flight time credit, as provided under paragraph A. of this Article, Article 10.M. and flight time pay, as provided in this paragraph F., are not cumulative, only the greater will apply.

#### G. DEADHEADING

- 1. A Flight Attendant who is required by the Company to deadhead to or from any station for the purpose of covering or returning from a flying assignment, flight time pay shall be one hundred percent (100%) of the scheduled flight time of the deadhead trip. Flight time credit shall be applied at fifty percent (50%) of the scheduled flight time of the deadhead trip for purposes of flight time limitations. This provision shall apply when deadheading is by surface transportation and made in lieu of air transportation as though the deadheading were performed by air transportation. This shall not apply between co-terminals served by the same Flight Attendant base.
- 2. Deadheading covered under the provisions of paragraphs A. and F. above shall include all deadheading by Company assignment, including deadheading under the provisions of Article 7.Q.
- 3. If, in irregular operations, surface transportation time during a duty period exceeds four (4) hours, a Flight Attendant shall receive two (2) hours pay, no credit, in addition to all other compensation. This provision shall not be applicable to surface deadheading between co-terminals served by the same base station.
- 4. The provisions of paragraphs A. and F. above shall not be applicable to excess duty hours resulting from the Flight Attendant's request to be rescheduled to deadhead on a flight other than that for which s/he is legally scheduled or rescheduled by the Company, as provided in Article 7.Q.

# H. FLIGHT TIME PAY AND CREDIT FOR TRIPS NOT FLOWN

The provisions of paragraphs A. and F. above shall apply for purposes of trips missed credit under Article 7.U. of this Appendix.

## I. REASSIGNMENT PAY

1. Reassignment at Home Base. If, prior to the departure of a Flight Attendant's trip pairing from his/her home base station, a regularly scheduled Flight Attendant is removed by the Company from such trip pairing and assigned to another trip pairing involving less total flight time credit, such Flight Attendant shall be credited, for pay purposes only, with the flight time of the trip from which s/he was removed. A Flight Attendant whose trip is cancelled shall not be considered to be removed by the Company from such trip.

- 2. Reassignment Away from Base. If prior to the departure of a Flight Attendant's trip or trips at other than his/her base station, a regularly scheduled Flight Attendant is removed by the Company from such trip or trips for which s/he was legal and available and assigned to another trip or trips involving less total flight time credit, such Flight Attendant will be credited, for pay purposes only, with the flight time of the trip or trips from which s/he was removed. A Flight Attendant whose trip is cancelled shall not be considered to be removed by the Company from such trip.
- 3. **Example of 1. and 2. Above.** A regularly scheduled Flight Attendant is removed from his/her regularly scheduled ten (10) hour trip and assigned by the Company to a six (6) hour trip instead. S/he has sixty-six (66) hours credited to him/her prior to this reassignment. After completing the six (6) hour trip, s/he will have seventy-two (72) hours credited toward his/her monthly limitation but will have seventy-six (76) hours credited for pay purposes.
- 4. Reassignment Protection During Last Five (5) Days of the Month. A regularly scheduled Flight Attendant who is involuntarily assigned to a trip sequence which is scheduled to originate within the last five (5) days of the contractual month and who, by such assignment, becomes illegal for a regularly scheduled trip, or who is projected above his/her monthly maximum, shall be guaranteed the pay for the trip flown or the trips from which s/he is removed, whichever is greater. Such Flight Attendant shall be credited with the time of the trip actually flown. Such pay protection shall be confined to the contractual month in which the reassignment takes place.

## J. ATC HOLD/ACTUAL "OUT" TIME (CODE 59)

- 1. Pay and Credit for Delayed Engine Start. When the captain elects to delay starting engines due to quoted takeoff delays, flight time, at the option of the captain, will be considered to begin at the time the aircraft would normally have departed. Such delay time is not included in duty aloft time, as defined in Article 7.K.; however, it shall apply for pay and credit purposes and monthly credited time. Pay and credit under this provision shall not run concurrently with the holding time compensation, as provided in Article 3.I.
- 2. Actual "Out" Time (Code 59). In the following delay situations, flight time pay and credit for affected Flight Attendants will begin prior to the actual out time based on the time established by the Captain as provided herein, and the affected Flight Attendants will receive the greater of the scheduled block to block time or the delay time plus actual block time. In addition, such delay time will not be included in the duty aloft calculation as provided in Article 7.J. and Appendix I, Article 7.K., nor will flight time pay and credit as defined below, run concurrently with any holding time or ground time compensation as provided in Article 3.J. and 3.I. of this Agreement.
  - a. In the event of a delay at the gate awaiting push back, power back or taxiout due to airport congestion caused by other aircraft or vehicular traffic, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.
  - b. In the event of a delay at the gate caused by the de-icing of the aircraft performed at the gate, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.
  - c. In the event maintenance is performed on the aircraft after departure from the gate but prior to take-off, and thereafter take-off is performed without returning to the gate, flight time pay and credit will begin from the original time of departure from the gate, including the time spent while having maintenance performed. In addition, in the event the aircraft taxis or is towed from the gate to have maintenance performed and thereafter performs a take-off without returning to a gate, flight time pay and credit will begin from the original time of taxi or tow from the gate, including the time spent while having maintenance performed.

d. In the event of a delay at the gate awaiting push back, power back or taxiout due to congestion with de-icing operations off the gate, flight time pay and credit will begin at the time the aircraft was ready for immediate departure in all respects except for clearance from ramp or ground control, as determined by the Captain.

#### K. DIVERSIONS

When a flight is diverted and the aircraft is not blocked in at a gate, and/or passenger egress is prohibited, each Flight Attendant shall receive full flight time pay and credit for all such time on board. Such flight time will not be included in the duty aloft calculation as provided in Article 7.J. of the Basic Agreement nor will flight time pay and credit run concurrently with any holding time or ground time compensation as provided in Article 3.J. and 3.l. of this Agreement.

## **ARTICLE 9 - SCHEDULING**

## A. COMPOSITION OF SCHEDULES

The elements required to construct the schedules for Flight Attendants are:

- 1. Trip Allocation: The trip allocation is the arrangement of American Airlines' general schedule into legal crew routings to constitute trip sequences for Flight Attendants.
- 2. Trip Selections: The arrangement of trip sequences or trip pairings contained in the trip allocation into patterns of flying assignments constituting a monthly work schedule for regularly scheduled Flight Attendants. A trip selection may contain one (1) or more Flight Attendant positions. As used in this Agreement, "trip selection" shall mean both the pattern of flying and the Flight Attendant position.
- 3. Daily Scheduling: Crew Schedule/Crew Tracking is responsible for the day-to-day scheduling, rescheduling, and assignment of all Flight Attendant personnel, regularly scheduled, replacement and reserve.

#### B. FLIGHT ATTENDANT STAFFING

# 1. Classification of Flight Attendants

- a. Regularly Scheduled Flight Attendants. A regularly scheduled Flight Attendant is one who holds a regularly scheduled sequence of trips for a month. Under this "regularly scheduled" category is included a Flight Attendant who holds a replacement assignment. His/her monthly flying assignment is made up of parts of the schedules of other Flight Attendants which have been left uncovered as the result of absences due to vacation, leaves of absence, resignations, sickness (SLOA), etc., or uncovered schedules, such as Planned Variable Manning (PVM), etc.
- **b.** Reserve Flight Attendant. A reserve Flight Attendant is one who does not hold a regular flying assignment, whose function is to be available to back up regular schedules and to perform any open and/or reserve flying not flown by regularly assigned Flight Attendants. Scheduling rules which apply to reserve Flight Attendants are found in Article 10 Reserve.

# 2. Minimum Staffing Requirements

a. The current published staffing guidelines, effective August 1995, shall be used to determine the number of bid positions and the total number of Flight Attendants who will be assigned to flights with variable manning. Thereafter, the Company may establish, at its discretion and from time to time, new staffing formulas. These formulas shall be made

available to Flight Attendants, and APFA shall be notified of a change forty-five (45) days prior to implementation of the new formula. Staffing formulas shall specify increments based on the type of equipment, level of service, flying time and passenger load, as determined by the Company.

- b. While it is understood that the Company shall have discretion in changing staffing or service levels, APFA shall be afforded a safeguard against the Company abusing that discretion. Accordingly, APFA shall have the right to file a Presidential grievance if the Company abuses its discretion by assigning an unreasonable workload to Flight Attendants.
- c. APFA shall have three months from date of implementation of a change in staffing or service level to file a Presidential grievance which shall be processed in accordance with the Presidential grievance procedures set forth in the Collective Bargaining Agreement.

# C. REPLACEMENT FLIGHT ATTENDANTS

- 1. Classification. Replacement Flight Attendants are regularly scheduled Flight Attendants, and not reserves.
  - 2. Categories. Replacement Flight Attendants fall into two (2) categories:

## a. Regular Replacement

- (1) "Regular Replacement" Flight Attendants are Flight Attendants who are awarded a flying assignment consisting of preplanned required duty-free periods and "relief flying", defined as the trip sequence(s) left uncovered by a Flight Attendant with a planned vacation, whose vacation dates were published on the monthly bid sheet.
  - (a) Vacation/replacement selections will be awarded according to procedures agreed upon by the Company and the APFA..
  - (b) The assignment may include one or more days of availability, in accordance with 4.a. below, and/or unscheduled days off (DO).
  - (c) A Flight Attendant's vacation will not be included for bid if s/he is on the planned reserve list or has fewer than ten (10) days vacation, unless the Company and the APFA agree to include vacations of less than ten (10) days.
  - (d) Any vacation replacement selection containing reserve will be shown as "no bid" in the bid results and will not be awarded.
- (2) A Flight Attendant with one (1) or more AVBL days on her/his monthly activity record for reasons other than 4.a. below (e.g., Article 9.E. and 9.V.), will be considered a Regular Replacement Flight Attendant for such AVBL days for the purposes of this Article.

# b. Open Replacement

(1) "Open Replacement" Flight Attendants are Flight Attendants who start out the month with either no assigned flying or have one (1) or more trip sequences which were not awarded/assigned based on a published vacation as described in 2.a. above. These Flight Attendants will have on their activity records preplanned required duty-free periods and may have included one (1) or more days of availability in accordance with 4.a. below, and/or unscheduled days off (DO).

- (2) A Flight Attendant awarded or assigned a Planned Duty-Free Replacement schedule (PDF), pursuant to 5. below, is considered an Open Replacement Flight Attendant.
- (3) An Open Replacement Flight Attendant who is not on availability on the last day of the contractual month and has reached seventy-seven hours one minute (77:01) or more in her/his greater-time-to-date (GTD) column shall be released from all remaining AVBL days. An open replacement Flight Attendant who has reached seventy-nine hours one minute (79:01) or more in her/his GTD column and has an available day on the last day of the contractual month will also be released from that day.
- (4) In the event the Company pre-plots a trip(s) on an Open Replacement Flight Attendant's schedule and the combination of the GTD and the Company pre-plotted trip(s) results in the Flight Attendant reaching seventy-seven hours one minute (77:01), any AVBL days remaining on her/his schedule will be converted to DO's. In addition, it is understood that any credited absences on future AVBL days will also be added to GTD for purposes of release.

#### 3. Replacement Schedule Adjustments

- a. Adjustments Due to Legality and Qualifications. Adjustments may be made to a replacement schedule due to legality and qualifications.
- b. "Pure" Monthly Trip Selections. A "pure" monthly trip selection, as provided in Article 7.A. of this Appendix, may be awarded to a replacement Flight Attendant as a vacation relief selection, provided, however, that a replacement Flight Attendant shall be scheduled for more than eighty-two (82) credit hours only in accordance with the following restriction: no more than two (2) Flight Attendants' bid awards, one (1) of which must have been published as a "pure" trip selection, are used when creating the vacation relief selection. The monthly trip selection schedule maximum for "pure" monthly trip selections shall be eighty-seven (87) credit hours unless the Company and the APFA have agreed to an exception as provided in Article 7.A. of this Appendix. A replacement Flight Attendant awarded such "pure" monthly trip selection will be considered to have exercised the provisions of Article 7.C., Option I of this Appendix.

# 4. Flight Attendant Obligation with Available (AVBL) Day(s)

a. "Available (AVBL) Days". Any replacement Flight Attendant scheduled with less than a seventy-seven hour one minute (77:01) projection may have included AVBL days designated on the Flight Attendant's activity record as AVBL. The number of AVBL days shall be based on the following chart. The cumulative total time of pre-plotted trip assignments, plus AVBL days, shall not project the Flight Attendant in excess of the scheduled monthly maximum of eighty-two (82) hours. The following chart is used as a limitation guide of the total pre-plotted AVBL days in relation to projection:

| International Projection<br>(Hours) | Number of AVBL Days |
|-------------------------------------|---------------------|
| 0 - 6:15                            | 18                  |
| 6:16 - 10:30                        | 17                  |
| 10:31 - 14:45                       | 16                  |
| 14:46 - 19:00                       | 15                  |

| International Projection<br>(Hours) | Number of AVBL Days |
|-------------------------------------|---------------------|
| 19:01 - 23:15                       | 14                  |
| 23:16 - 27:30                       | 13                  |
| 27:31 - 31:45                       | 12                  |
| 31:46 - 36:00                       | 11                  |
| 36:01 - 40:15                       | 10                  |
| 40:16 - 44:30                       | 9                   |
| 44:31 - 48:45                       | 8                   |
| 48:46 - 53:00                       | 7                   |
| 53:01 - 57:15                       | 6                   |
| 57:16 - 61:30                       | 5                   |
| 61:31 - 65:45                       | 4                   |
| 65:46 - 70:00                       | 3                   |
| 70:01 - 74:00                       | 2                   |
| 74:01 - 77:00                       | 1                   |

- (1) A replacement Flight Attendant will receive three hours fifty-three minutes (3:53) of flight pay credit and flight time credit for each day of availability spent in paid meeting(s), paid classroom training, or on vacation, special assignment, union leave, personal emergency and paid sick leave.
- (2) A replacement Flight Attendant will receive three hours fifty-three minutes (3:53) of flight time credit for each day of availability while on unpaid sick, personal leave, credited military leave and suspension.
- b. Pre-Plotting of Open Time Trips. Replacement Flight Attendants shall be eligible to access open time ("pre-plot") in accordance with the provisions of paragraph K. of this Article. Pre-plotting exceptions for Open Replacement Flight Attendants are outlined in 9.K.1.e.
- c. Flight Attendant's Responsibility When AVBL. During periods of "availability" the unassigned replacement Flight Attendant should call Crew Schedule at his/her convenience, between the hours of 1000-1400, local base time, on each day preceding an AVBL day. At that time Crew Schedule will make known to the unassigned replacement Flight Attendant the choice of trips available the next day. If an unassigned replacement Flight Attendant is on a duty-free period on the preceding day and if voluntary contact is not made during these hours, it is mandatory that such Flight Attendant contact Crew Schedule as soon as the duty-free period is over.
- **d. AVBL Open Time Assignment**. Notwithstanding paragraph c. above, open time which exists at the beginning of the month, as well as open time which develops during the course of the month, may be assigned, to the extent possible, to Flight Attendants on AVBL days. However, the Company shall not pre-plot replacement Flight Attendants on

Variable Staffing trip sequences seventy-two (72) hours or less prior to the day of departure of such trip sequences.

## 5. Planned Duty-Free Replacement Selections.

- a. At bases where the total number of planned reserves is at a level of sixteen (16) or more Flight Attendants, the Company shall reduce that portion of the total number of reserves which were planned for the purpose of variable staffing by a minimum of forty percent (40%) unless the Company and the APFA otherwise agree to a lower percentage.
- b. Once established, the reduction number equal to a minimum of forty percent (40%) shall be used to determine the amount of planned duty-free replacement selection(s) offered for bid.
- c. Such selection(s) shall be of an amount equal to seventy-five percent (75%) of the aforementioned reduction number and shall have eight (8) preplanned duty-free periods offered for bid on the selection. Two (2) additional duty-free periods shall be indicated on the activity record prior to the beginning of the contractual month.
- 6. Move-Up/Move-Back of Available Day. A replacement Flight Attendant may request to move a future available (AVBL) day in the current contractual month to an earlier or later day in the same month by exchanging it with an unscheduled day off (DO) or a Duty-Free Period. A request to move up or move back an available day must be for a date which is still prospective.
- 7. AVBL days may be pre-plotted on the monthly trip selections (bid sheet) on any such trip selection scheduled for seventy-four hours (70:00) or less. The number of such AVBL days shall be predicated on the basis of one (1) AVBL day for each four hours twenty minutes (4:20) or any portion thereof, below seventy-four hours one minute (74:01).

#### D. CHANGEOVER PAIRINGS

- 1. A changeover pairing is one which reflects a change in schedules that occurs between two (2) contractual months. Trip sequences as depicted in the monthly trip selections reflect a commitment of flying only for that particular month. Changes that occur in the following month reflect a new commitment of flying.
- 2. Changeover pairings are listed on the base Trip Selection Header Sheet as "Prior Removals". They may be longer or shorter than the original pairing and may affect legality as well as trips to be flown or trips to be credited because of conflict with a Flight Attendant's vacation or training.

## E. SCHEDULE CHANGES

Schedule changes may occur after the allocations have been received and trip selections awarded.

- 1. Major Changes. A post selection schedule change may be of such magnitude as to precipitate an entirely different pattern of equipment and flight crew utilization. Under this condition, the blocks of flying time for each type of equipment originally allocated to the crew bases may change to some degree, creating the need for an entirely new trip selection. It is, therefore, possible to have more than one (1) trip selection during a contractual month.
- 2. Minor Changes. A post-selection schedule change is usually not great enough to warrant a re-selection of trips, i.e., the change only affects one (1) or two (2) bases or is small enough that the overall effect on the system is relatively slight. In such cases, the trips affected by the schedule change are reworked within the framework of the trip selections as they were awarded.

3. Flight Attendant Obligation In the Event of Schedule Changes. Notwithstanding the provisions of paragraph P. of this Article, in the event a Flight Attendant loses his/her entire month's trip selection or balance of his/her month's schedule because of a major or minor schedule change, including natural disaster and/or substitution of equipment and/or extraordinary operational circumstances, the following shall apply: A Flight Attendant whose pay projection falls below his/her monthly guarantee as a result of the Schedule Change shall be held AVBL only on those "days originally scheduled to fly" (DOSTF) in accordance with the provisions of paragraphs C.4.b.,c., and d. of this Article.

## F. TRIP SELECTION (BIDDING), SCHEDULE COVERAGE AND NOTIFICATION

## 1. Calendar Bidding Periods

- a. The monthly trip selections shall be distributed and made available to Flight Attendants for selection no later than 0001 of the seventeenth (17th) day of the contractual month. The due date for the bid ballot submission shall be no earlier than 0001 of the twenty-first (21st) day of the contractual month. Such bid ballot submission deadline may be deferred by the local Crew Schedule office. Such deferral shall be noted on the monthly trip selection. Bid results shall be posted by midnight of the twenty-sixth (26th) day of the contractual month.
- b. If extraordinary circumstances prevent the accomplishment of the above stated time schedule, the Company will make every effort to adhere as closely as possible to such schedule.
- c. Changes to the bid sheet will be made available to all Flight Attendants by computer file and by posting at each crew base operations. The Company may make changes to the bid sheet up to twenty-four (24) hours prior to the actual time of bid closing. Changes made during the twenty-four (24) hours prior to the actual time of bid closing, other than the complete elimination of a trip selection, will be treated as a reassignment.
- 2. Bidding Responsibility. A Flight Attendant must submit, in writing, his/her preference for a trip selection. It is permissible for a Flight Attendant to submit his/her selections through another Flight Attendant as long as such selections are in writing.
- **3. Bid Awards.** Trip selections shall be awarded in accordance with seniority and the provisions of Article 13 -Seniority General.
- 4. Notification of Bid Award/Subsequent Assignment. Each Flight Attendant at the base shall be furnished with a copy of his/her trip selection award, replacement schedule or reserve assignment on a Flight Attendant Activity Record. This record represents notification of the month's flying. When a Flight Attendant must be informed of an assignment not shown on his/her trip selection, replacement schedule or reserve assignment or when a change must be made in his/her schedule, notification must be made to and acknowledged by the Flight Attendant. Third party notifications are not acceptable.

## 5. Selecting to Fly Together-Buddy Bidding

Two (2) or more Flight Attendants may bid to fly together according to the following provisions:

- a. All Flight Attendant(s) involved must submit a bid ballot with the following information completed:
  - (1) Names of the Flight Attendant(s) involved in the buddy bid,
  - (2) Employee numbers,

- (3) System seniority numbers,
- (4) Signatures of all Flight Attendants involved in the buddy bid.
- b. Only the most junior Flight Attendant will list the trip selections desired on his/her bid ballot.
- c. The senior Flight Attendant(s) must accept the seniority of the most junior Flight Attendant.
- d. Awards/assignments shall be made in order of the first open positions available on the trip selection, regardless of the cabin involved. Such awards/assignments shall be made in order of the seniority of the Flight Attendants involved and by preference in positions, as listed on the bid ballot.
- e. If Flight Attendants bidding to fly together desire positions in the same cabin, they must indicate this preference by bidding only those cabin positions desired.
- f. Flight Attendants bidding to fly together may bid two (2) or more trip selections.
  - (1) Such selections must be bid together and designated as one (1) unit.
  - (2) Awards/assignments shall be made in order of the first open positions available on any of the designated selections.
  - (3) Should a substitution of equipment occur during the month, Crew Schedule shall determine the assignment/reassignment of the Flight Attendants without regard to the buddy bid.
- g. Flight Attendants bidding to fly together may be denied a selection(s) if the Flight Attendants involved do not possess the required qualifications for such selections, e.g.,language, service, equipment.

## 6. Paper Bid

- a. A "paper bid" is a trip selection awarded on paper to a Flight Attendant when it is known that s/he will be absent for the entire month, so that the same trip selection may be awarded to the next most senior Flight Attendant bidding the selection. A Flight Attendant on a paper bid will receive the pay and/or credit (as applicable) of the trip selection awarded. For purposes of legality from one (1) month to the next, a Flight Attendant on a paper bid is considered to have flown the trip selection awarded.
- b. A Flight Attendant shall be awarded a paper bid when it is known that s/he will be absent for the entire month as a result of:
  - (1) four (4) or more weeks of vacation,
  - (2) four (4) or more weeks of SLOA/authorized leave (PLOA/ULOA, etc.),
  - (3) four (4) or more weeks combination of (1) and (2) above.

# 7. Cancellation of Vacation/Authorized Leave

a. A Flight Attendant awarded a paper bid who has his/her vacation or authorized leave canceled subsequently shall be assigned to a replacement schedule.

- b. When not awarded a paper bid, the following guide shall be followed when a vacation or authorized leave is canceled at the request of:
  - (1) the Flight Attendant: such Flight Attendant shall be assigned to a replacement schedule,
  - (2) the Company: reinstate such Flight Attendant's original schedule and adjust the replacement Flight Attendant's schedule.

#### 8. Assignment of Unbid Selections and Open Replacement

- a. If, after awarding flying assignments to all Flight Attendants who have made their selections, there are still some unselected regular and replacement assignments, these will be assigned by Crew Schedule in the following order:
  - (1) Flight Attendants who failed to submit a bid ballot, in reverse order of seniority,
  - (2) Flight Attendants who submitted a bid ballot containing an insufficient number of bids and did not bid open replacement, in reverse order of seniority,
  - (3) Flight Attendants who submitted a bid ballot containing an insufficient number of bids and who did bid open replacement, in reverse order of seniority.
- b. Flight Attendants who are left without an assignment for the month after the awarding of all published selections, whether regular or replacement, shall be assigned open replacement.

#### 9. Bid Denial/Drafting

- a. Bid Denial Due to Lack of Qualification/Trigger Training. In the event a Flight Attendant having sufficient seniority to be awarded a trip selection is denied such selection solely due to the lack of qualification, and training as required, the training shall be offered at least once every four (4) months to cover the following reasons for bid denial:
  - (1) Lack of service qualification contained within the selection;
  - (2) Lack of initial equipment qualification contained within such selection;
  - (3) Lack of new equipment qualification contained within such selection;

so that if the training under (1), (2), and/or (3) as provided above is completed as offered, the Flight Attendant will be qualified to bid and be awarded a trip selection on such service and/or equipment in the months following training.

# b. Drafting: Purser/Foreign Language Qualification

(1) A Flight Attendant who possesses a Purser and/or a foreign language qualification(s) shall be subject to drafting only on those trip selections which contain two (2) or more trip sequences requiring such qualification(s). The inclusion of a single trip sequence which requires a qualification(s) into a trip selection which is otherwise free of qualification(s) shall be avoided. A trip selection containing a single trip sequence which requires a foreign language and/or Purser qualification shall be awarded in accordance with seniority without regard to such qualification(s). A Flight Attendant awarded such trip selection who does not possess such required

qualification(s), may trade the trip sequence containing the qualification(s) without regard to the qualification(s).

- (2) When drafting to fill trip selections requiring Purser and/or language qualified Flight Attendants, the Company may, if necessary, assign such trip selections in reverse order of seniority. There shall be no exception in such order of assignment, the vacation status of the Flight Attendant notwithstanding.
- (3) When drafting to fill a position on a trip selection which requires a Purser and/or a foreign language qualified Flight Attendant, the Company will go first to the Domestic fall-off list and then to those Flight Attendants desiring to Drop Back to the Domestic Operation, as provided in Article 12.H.8. of this Appendix, prior to drafting a reserve Flight Attendant to the trip selection.

## 10. Notice of Meetings and Training

- a. Required meetings and training schedule information will be provided on the monthly allocation.
- b. Regularly scheduled Flight Attendants will be scheduled for required meetings and/or training through self sign-up, except the Company may elect to preplan and indicate on the monthly trip selection FAA required training.
- c. A Flight Attendant may trade required meetings and training date(s) through an automated system. The Company will maintain either the Help Desk or a comparable system to assist Flight Attendants with training needs.
- d. A Flight Attendant desiring to attend a required meeting and/or training, other than EPT drills, at another base may make such request through the Training Department. Such request will be considered no more than twenty-four (24) hours prior to the day of the required meeting and/or training. A Flight Attendant desiring to use an available EPT drills date from another base may request such change through the Training Department up to seventy-two (72) hours prior to the date of the desired EPT drills date.
- Training classes, except FAA training, will be scheduled for a minimum period of three (3) months. A Flight Attendant who does not attend a required meeting and/or training during this designated mandatory period will be scheduled for such required meeting and/or training during the make-up period, as applicable. Make-up classes will be offered no less than two (2) times during the make-up period. If the required meeting and/or training cannot be accomplished on an unscheduled day off during the make-up period, the Flight Attendant will be scheduled on a day s/he would otherwise have been on flight assignment or day of availability, and the Flight Attendant will be removed from his/her scheduled trip sequence or day of availability. If the failure to attend the required meeting and/or training during the designated mandatory meeting/training period was for circumstances beyond the Flight Attendant's control, including vacation, such removal will be fully paid and credited, in accordance with Appendix I, Article 8 of this Agreement. If the circumstances surrounding the Flight Attendant's failure to attend the required meeting and/or training during the designated mandatory meeting/training period are determined to be within the Flight Attendant's control, such removal from a scheduled trip or day of availability will be without flight time pay and flight time credit; however, the Flight Attendant's applicable monthly guarantee will not be reduced.

#### G. FLIGHT ATTENDANT RIGHT TO BID: PROFFER/TRANSFER

A Flight Attendant transferring or proffering into a base may submit trip selections at the base prior to his/her arrival if s/he is to be available for service at the start of the schedule period involved, allowing for base indoctrination and post-arrival rest period of forty-eight (48) hours off duty.

#### H. DUPLICATION OF COVERAGE

- 1. If, as the result of an error, there is a duplication of regularly scheduled Flight Attendants on a given trip, the Flight Attendant(s) who does not fly such trip shall be paid and credited on a scheduled basis for such trip, provided such Flight Attendant attempts to recover the time lost through make-up flying request. To qualify for this error protection, a Flight Attendant should make an effort to fly any trip for which s/he is legal and available which originates up to eight (8) hours after the scheduled termination time of the duplicated trip.
- 2. A Flight Attendant who declines the opportunity to make up a trip, as provided in 1. above, shall forfeit trip error pay.
- 3. A Flight Attendant who successfully makes up a trip, but in so doing is paid and credited with less time than was contained in the original trip, shall be paid and credited with the difference between the trip flown and the trip for which s/he was protected.
- 4. Pay protection is limited to the hours scheduled to be flown during the contractual month in which the trip was scheduled to originate.
- 5. The make-up obligation/make-up flying shall not extend beyond the contractual month in which the trip sequence was scheduled to originate.

#### I. SCHEDULE CONFLICT

### 1. Definition

Schedule Conflict: A schedule conflict is created when a Flight Attendant is awarded a trip selection, the first trip sequence of which is scheduled to depart prior to the termination of the last trip of the preceding month or when the first trip of the new month cannot legally be flown because of the legality requirements defined in Article 7 of this Appendix.

- 2. Flight Attendant Options. In the event of a schedule conflict, a Flight Attendant may elect to eliminate the conflict as follows:
  - a. Trip trade either of the trip sequences involved in the schedule conflict to another Flight Attendant or with Open Time in accordance with Article 25.A. and C. of this Appendix.
  - b. "Schedule Conflict Trip Drop," i.e., relinquish his/her schedule conflict trip sequence into Open Time. Such Schedule Conflict Trip Drops shall not be credited and shall not be subject to the six (6) day monthly limitation described in Article 25.C.8.d. of this Agreement.
- 3. Automatic Removal. If, forty-eight (48) hours prior to the beginning of the contractual month, a Flight Attendant has not eliminated his/her schedule conflict, as provided in paragraph 2. above, the Company will automatically remove the schedule conflict trip sequence from the Flight Attendant's monthly activity record and Schedule Conflict Trip Drop the trip sequence into Open Time. Such Schedule Conflict Trip Drops shall not be credited and shall not be subject to the six (6) day monthly limitation described in Article 25.C.8.d. of this Agreement.

**4. Obligation.** A Flight Attendant whose schedule conflict has been eliminated in accordance with paragraphs 2. or 3. above shall have no further obligation to the Company. However, s/he may be subject to assignment under the provisions of paragraph 9.L. of this Article.

#### 5. Access to Open Time

- a. **Pre-plotting.** A Flight Attendant with a schedule conflict shall be eligible for "pre-plotting" subject to the eligibility provisions of paragraph K. of this Article if his/her pay projection is below his/her monthly guarantee following the elimination of the schedule conflict as provided in paragraph 2. and 3. above.
- **b. Trip Trading with Open Time.** A Flight Attendant with a schedule conflict may, if eligible, utilize the provisions of Article 25.C. of this Agreement.
- c. Effect on Monthly Maximum. In determining eligibility to pre-plot and/or trip trade with open time, flight time credit resulting from a schedule conflict "carry-over" trip sequence shall not be considered when computing a Flight Attendant's monthly maximum, provided such Flight Attendant has exercised the provisions of Article 7.C., Option I, or Article 7.D., Option II.

#### 6. Effect on Monthly Guarantee

- a. Trip Trades/Schedule Conflict Trip Drops. Trip trades below the applicable monthly guarantee in accordance with paragraph 2. above, or Schedule Conflict Trip Drops into Open Time in accordance with paragraphs 2. or 3. above shall be subject to the provisions of Article 25.G. of this Agreement for purposes of monthly guarantee reduction.
- **b.** Paid Absences. A Flight Attendant who has a schedule conflict and who has not otherwise reduced his/her monthly guarantee at any time during or for the contractual month in which the schedule conflict occurs, shall be pay protected to his/her applicable monthly guarantee provided:
  - (1) Single Continuous Absence. The Flight Attendant is on a single continuous paid absence for the entire contractual month in which the schedule conflict occurs; or
  - (2) Vacation/Sick Continuous Absence. The Flight Attendant is on a continuous combination of paid absences due to vacation and/or sick for the entire contractual month in which the schedule conflict occurs; or
  - (3) Other Continuous Paid Absences. A Flight Attendant who is continuously absent for the entire contractual month as a result of a combination of paid absences not covered in (1) and (2) above shall have his/her monthly guarantee protected provided:
    - (a) the Flight Attendant bid all trip selections not involving a schedule conflict; or
    - (b) the Flight Attendant was involuntarily assigned a schedule conflict trip selection either because the Flight Attendant was too junior to hold a trip selection not containing a schedule conflict; or
    - (c) the Flight Attendant was bid denied onto the trip selection which created the schedule conflict;

- (d) and provided, that such Flight Attendant attempted, but was unable to make-up the hours lost as a result of the schedule conflict on all unscheduled days off, excluding duty-free periods.
- 7. Notwithstanding the procedures above, any Flight Attendant is subject to assignment in accordance with the Order of Open Time, Article 9.L.

#### J. OPEN TIME LISTS

Make-Up flying and Option II Lists will be maintained at each crew base. Their purpose is to record the names of all Flight Attendants who are interested in performing such flying, so that Crew Schedule may proffer to these Flight Attendants open flying which develops at the base.

# 1. Make-Up List/Option II List

- a. Eligibility. All Flight Attendants at the base are eligible to request open flying. A Flight Attendant's eligibility to be awarded open flying will depend upon his/her relative position in the Order of Open Time Coverage, seniority, and ability to handle such an assignment without conflict with the balance of his/her schedule and without exceeding contractual limitations.
- **b. Preference.** A Flight Attendant who places his/her name on the Make-Up or Option II List indicates the dates s/he desires such flying.
- c. Obligation. When a Flight Attendant places his/her name on the Make-Up or Option II List and, as a result, is proffered a trip sequence which s/he does not desire to accept, s/he is under no obligation to accept the assignment. Crew Schedule need make only one attempt to contact the Flight Attendant on the Make-Up/Option II List. If no contact can be established, the trip may be proffered to the next name on the Make-Up/Option II List or otherwise handled as open time.
- 2. Sick Make-Up. A Flight Attendant may request to fly sick leave make-up trips. Trips flown under this provision may not interfere with a Flight Attendant's regularly scheduled trips or reserve availability. A Flight Attendant desiring to perform sick make-up flying should place his/her name on the Sick Time Make-Up List, maintained at each base and indicate the days on which s/he desires such flying. A Flight Attendant proffered a sick time make-up trip is under no obligation to accept the assignment. Crew Schedule need make only one attempt to contact the Flight Attendant on the Sick Time Make-Up List. If no contact can be established, the trip may be proffered to the next name on the Sick Time Make-Up List or otherwise handled as open time. Sick leave accrual shall be restored to the extent of the number of hours flown. The number of hours that may be flown on sick leave make-up shall not exceed the number of hours used on paid sick leave since the time of original employment. Flight time credit earned shall not apply towards the monthly limitation. The opportunity to make up sick time will not be limited to the month(s) in which the sick instance occurred.

#### K. ACCESS TO OPEN TIME - PRE-PLOTTING

A Flight Attendant with AVBL days or a regularly scheduled Flight Attendant who has involuntarily lost flight time pay and credit shall, if eligible, be permitted to review the known open time which has been released by the Company at his/her base in the contractual month during which s/he has AVBL days or during which his/ her flight time pay and credit was lost. Involuntary loss of flight time pay and credit as used in this paragraph K. shall include the following: cancellation, misconnect, illegality, schedule changes as provided herein, low bid line and schedule conflict. Such Flight Attendant may elect to obtain a trip sequence(s) from Open Time and add it to his/her monthly activity record ("pre-plot"). Flight time pay and credit for such pre-plotted trip sequence(s) shall not cause the Flight Attendant to exceed the No Option or Option I monthly limitation, as applicable, except as provided below, or create a conflict with the balance of his/her month's flying. Nothing herein affects

the existing rights and practices under this Appendix regarding the pre-plotting of Open Time trip sequence(s) by the Company for Flight Attendants with AVBL days, except as provided for in paragraph C.4.d. of this Article.

#### 1. Eligibility

- a. AVBL Days and Involuntary Loss of Time. Except as provided herein, eligibility for pre-plotting is limited to regularly scheduled Flight Attendants with AVBL days and those Flight Attendants whose pay projections are below the applicable monthly guarantee because of an involuntary loss of flight time pay and credit, and the Flight Attendant has not voluntarily reduced his/her pay projection as described in b. below, including:
  - (1) Flight Attendants awarded a low bid line;
  - (2) Flight Attendants who have experienced a schedule change, as provided in paragraph E. of this Article, i.e., Flight Attendants who have lost their entire month or balance of their month's schedule and are obligated to be AVBL on days originally scheduled to fly, with the approval of Crew Schedule;
  - (3) Flight Attendants who have experienced a misconnect, illegality or cancellation (MIC) and have been released from any further obligation to the Company as provided in paragraph P. of this Article;
  - (4) Flight Attendants who have an obligation to be available on "days originally scheduled to fly," as provided in paragraph P. of this Article, with the approval of Crew Schedule;
  - (5) Flight Attendants with "comparable days," as provided in paragraph P. of this Article, with the approval of Crew Schedule; and
  - (6) Flight Attendants with a schedule conflict as defined in paragraph I. of this Article and paragraphs c.1.(1) and (2) below; and
  - (7) Flight Attendants with AVBL days as provided in paragraphs C. and W.2. of this Article, with the approval of Crew Schedule.
- b. Voluntary Loss of Time. A Flight Attendant who has voluntarily reduced his/her pay projection below the monthly guarantee as a result of a trip trade, Trip Drop into Open Time (excluding Schedule Conflict Trip Drop), Optional Exchange, and/or unpaid absence, i.e., missed trip, shall not be eligible to pre-plot.
- c. Pre-Plotting due to a Schedule Conflict. In determining a Flight Attendant's eligibility under this provision, the following shall apply:
  - (1) A Flight Attendant with a schedule conflict shall be eligible for preplotting subject to the provisions of this paragraph K. if his/her pay projection is below his/her monthly guarantee following the elimination of the schedule conflict as provided in paragraph I. of this Article.
  - (2) If eligible for pre-plotting, flight time credit from a Flight Attendant's carryover trip sequence shall be credited to a Flight Attendant's actual projection, not his/her schedule projection, for purposes of determining a Flight Attendant's applicable monthly limitation (No Option or Option I, as applicable).

- d. Ability to Pre-Plot Prior to Beginning of Contractual Month. An eligible Flight Attendant will be permitted to pre-plot an open trip sequence(s) prior to the beginning of the contractual month when such time has been released by the Company.
- e. Pre-Plotting Exceptions for Open Replacement Flight Attendants. Open Replacement Flight Attendants, as defined in C.2. of this Article, are subject to the pre-plotting restrictions detailed herein.
  - (1) The trip sequence to be pre-plotted may not originate before nor terminate after a period of availability (i.e., a single available day, or two (2) or more consecutive AVBL days), except to carry over into the following month.
  - (2) Pre-plotting a turn-around (single duty period) trip sequence onto a single (non-consecutive) day of availability, or pre-plotting multi-day sequences onto multiple (consecutive) days of availability will not be restricted except by qualification and legalities.
  - (3) Pre-plotting turn-around (single duty period) trip sequences onto multiple (consecutive) days of availability will be subject to the following:
    - (a) On a period of availability consisting of two (2) consecutive AVBL days, a Flight Attendant may pre-plot a turn-around trip sequence on either one or both AVBL days, beginning at 0001 on the fourth day prior to the period of availability.

Example: Flight Attendant is available on 8th and 9th. Beginning the 4th, s/he may pre-plot a turn-around sequence on the 8th and/or the 9th.

(b) On a period of availability consisting of three (3) or more consecutive AVBL days, a Flight Attendant may pre-plot a turn-around trip sequence on either the first or last available day of the period of availability beginning at 0001 on the fourth day prior to the period of availability.

Example: Flight Attendant is available on 8th, 9th, 10th and 11th. Beginning on the 4th, s/he may pre-plot a turn-around sequence on the 8th or the 11th.

#### 2. Limitations

- a. Pre-plotting shall be prohibited as of 0001 local base time, one (1) day prior to the scheduled departure of the first leg of the Open Time trip sequence.
- b. Crew Schedule may prohibit pre-plotting up to seventy-two (72) hours prior to the scheduled departure of the first leg of an Open Time trip sequence. In cases of operational necessity, pre-plotting may be prohibited for longer periods of time. The Company will notify the APFA in a timely manner, providing the reason for prohibiting pre-plotting.
- 3. Awarding of Pre-Plotted Trip Sequence(s). Except as provided herein, pre-plotting shall be processed in accordance with Company procedures and may require the eligible Flight Attendant to notify Crew Schedule of the open time trip sequence(s) s/he is requesting to pre-plot.
  - a. Open time trip sequences shall be pre-plotted on a first come, first served basis in accordance with Company procedures.

b. When two or more requests are being processed simultaneously, seniority shall govern.

## 4. Computer Automation of Pre-Plotting

- a. Flight Attendants will be provided with an automated means of accessing and pre-plotting open trips.
- b. Upon request by the Flight Attendant, Crew Schedule will manually pre-plot open sequences when the automated system is unavailable. If two or more requests are received simultaneously for the same sequence, seniority will govern. This does not prohibit Crew Schedule from pre-plotting in accordance with paragraph C. of this Article.

#### L. OPEN TIME - ORDER OF OPEN TIME COVERAGE

Open flying which exists at the beginning of the month, as well as open time which develops during the course of the month, shall be assigned/awarded, to the extent possible, to replacement Flight Attendants and regularly scheduled Flight Attendants who have obligations to fly open time.

If a Flight Attendant's projection is at or above his/her applicable monthly maximum following an involuntary loss of time, such Flight Attendant may, at his/her option, have converted to AVBL days, a number of days equal to the number of days contained in the original sequence. These AVBL days may be placed on any remaining days on the Flight Attendant's schedule so long as the Flight Attendant has sufficient duty-free periods and is otherwise legal. Such Flight Attendant can, in addition to receiving call-out pay, recover the original time lost plus one (1) hour. Crew Schedule will not involuntarily assign a Flight Attendant electing AVBL days pursuant to this paragraph to any trip sequence.

Open time may also be awarded through Pre-Plotting, in accordance with the provisions of paragraph K. of this Article, and through Trip Trading With Open Time, in accordance with Article 25. Requirements of the operation permitting, open flying which cannot be covered by these Flight Attendants shall be covered on a daily basis, in the following order:

- 1. Flight Attendants whose names appear on the Make-Up List in order of seniority, provided there is no conflict with the balance of the month's flying, and the flying of the open trip sequence would not exceed the No-Option or Option I monthly limitation, as applicable.
- 2. Regularly scheduled Flight Attendants in order of seniority whose names appear on the Sick Time Make-Up List and then reserve Flight Attendants in order of seniority whose names appear on the Sick Time Make-Up List, at the option of the Company.
- \*3. Reserve Flight Attendants and/or regularly scheduled Flight Attendants exercising Option II in order of seniority and then reserve Flight Attendants exercising Limited Option II in order of seniority. Crew Schedule will determine on a day-to-day basis whether to allocate time flown under this step to reserve Flight Attendants, or Option II Flight Attendants, or a combination of reserve and Option II Flight Attendants.
- 4. Flight Attendants who are available and low on time, in reverse order of seniority, provided, however, there is no conflict with another flying assignment or a scheduled duty-free period.
- 5. A reserve Flight Attendant who is scheduled for a duty-free period may be assigned to a trip sequence provided, however, such trip sequence is scheduled to terminate at his/her home base no later than twelve (12) hours from the scheduled start of his/her duty-free period. Such assignment shall not be required more than one (1) time per contractual month except for the following:

- a. the Company may not assign a Flight Attendant to a Domestic trip sequence without the Flight Attendant's approval; and
- b. a Flight Attendant may, at his/her option, waive this once per contractual month limitation.
- \*\* 6. Regularly scheduled Flight Attendants at the base in reverse order of seniority provided, however, there is no conflict with his/her scheduled duty-free period.
  - \*\*7. Reserve Flight Attendants on a scheduled duty-free period.
- \*\*\*8. Regularly scheduled Flight Attendants on a duty-free period, in reverse order of seniority.

\*The Company shall notify the APFA when it begins assigning Domestic trip sequence(s) to International Reserves. Such assignments shall not occur unless necessary to maintain the Domestic Operation in accordance with Article 10.A.3. of this Appendix. Crew Schedule shall provide an explanation of the reason(s) for using an International Reserve(s) on Domestic when requested by the APFA.

\*\*The Company shall notify the APFA when step six (6), seven (7), and/or eight (8), have been reached.

\*\*\*The Base Manager will make every attempt to contact the local APFA Chairperson when a staffing shortage exists, i.e., when it is necessary to assign trips to regularly scheduled Flight Attendants who are on a scheduled duty-free period.

#### M. "CHASE" FLIGHT ATTENDANTS

Each base shall recruit and maintain a list of qualified Flight Attendants to "chase" a new or inexperienced Purser or galley Flight Attendant. Base staffing permitting, the Flight Attendant may be removed from schedule to perform the "chase".

- 1. New or inexperienced Purser or galley Flight Attendants may request a "chase" and may be granted a "chase" at the option of the Company.
- 2. The Company will proffer "chase" assignments in seniority order by using a list of qualified "chase" Flight Attendants. A "chase" Flight Attendant will not be proffered subsequent "chase" trips until other Flight Attendants on the "chase" assignment list are proffered "chase" assignments.
- 3. When a Flight Attendant performs "chase" duties during scheduled days off, pay (no credit) shall be remitted for the trip or trips involved in the "chase" activities.
- 4. If it becomes necessary to remove a Flight Attendant from a regularly scheduled trip sequence for a "chase" assignment, and if the "chase" Flight Attendant volunteers to do so, she/he will be paid and credited for the trip or trips involved in the "chase" activities, or the trip sequence from which she/he was removed, whichever is greater.
- 5. Expense monies in the prior two categories shall be remitted in accordance with Article 4.A. of this Appendix I "...prorated to the nearest minute, from the reporting time as set forth in Article 7.L. through the debriefing period following the trip that returns the Flight Attendant to his/her home base station."

- 6. If it becomes necessary to remove a Flight Attendant from reserve duty for a "chase" assignment, pay and credit and trip expenses will be remitted for the trip or trips involved in the "chase" activities.
  - 7. "Chase" Flight Attendants will receive all contractually required legal rest.
- 8. Voluntary Galley Proficiency Training will be offered to Flight Attendants on a first come/first serve basis on days off only, without the need for trip removals. A Flight Attendant may attend more than one (1) Voluntary Galley Proficiency Training session, however, the Company will only pay for one (1) such Voluntary Galley Proficiency Training session in accordance with Article 3.H.2. If necessary, as determined by the Company, Flight Attendants attending Voluntary Galley Proficiency Training will also receive room, board, A-12 round trip travel and ground transportation; however, the Company will only provide room, board, A-12 round trip travel and ground transportation for one (1) such Voluntary Galley Proficiency Training session.

#### N. NOTIFICATION OF DELAY

When a Flight Attendant's originating trip of the day is delayed and s/he is notified of this delay prior to leaving for the airport, his/her duty day begins at his/her rescheduled report time. If Crew Schedule is unable to reach the Flight Attendant before s/he departs for the field, and s/he reports for the original departure time, his/her duty day begins at the originally scheduled report time. However, if the call is placed by Crew Schedule three (3) hours or more prior to the originally scheduled departure time and the Flight Attendant cannot be contacted, s/he will be considered notified. Crew Schedule will use its best efforts to notify a Flight Attendant affected by a delay as soon as practicable after Crew Schedule becomes aware of the delay.

#### O. RESCHEDULING

Rescheduling can occur as the result of irregular operations due to weather delays, equipment delays, cancellations, crew shortages and misconnections. In the event of irregular operations, Flight Attendants who are assigned together will, to the extent possible, be kept together. If a cabin crew is to be split due to reschedule, a reserve, if a member of the crew, should be rescheduled prior to a regularly scheduled crew member.

# P. MISCONNECTION/ILLEGALITY/CANCELLATION (MIC)

- 1. **Mid-Sequence.** A misconnection, illegality, or cancellation (MIC) during the course of a trip sequence shall have no impact on a Flight Attendant's monthly guarantee and the Flight Attendant shall have no obligation following his/her return to base; provided, however, that prior to his/her return to base, s/he may be deadheaded or rescheduled as determined by Crew Schedule.
- 2. Sequence Origination Other Than The Last Trip of the Month. When a regularly scheduled Flight Attendant's originating flight has a misconnect, illegality or cancellation (MIC) at trip sequence origination, excluding schedule conflict and the last rip of the month, such Flight Attendant shall contact Crew Schedule to determine if s/he shall be assigned/rescheduled or held available for further duty in accordance with 2.a. through d. below or released in accordance with 2.e. below. Crew Schedule may:
  - a. Require him/her to deadhead to cover his/her return flight.
  - b. Assign him/her to airport availability duty.
  - c. Reschedule him/her to another trip or trip sequence.
  - d. Hold him/her available for further duty on all days originally scheduled to fly. A Flight Attendant who is held available for further duty shall be obligated to maintain contact

with Crew Schedule on each day prior to a day s/he was originally scheduled to fly during a two (2) hour period specified by Crew Schedule. If, on such day, the Flight Attendant is on a duty-free period during the daily Crew Schedule contact period and voluntary contact is not made, it is mandatory that such Flight Attendant contact Crew Schedule as soon as the duty-free period is over. If the MIC occurs after the specified call-in period, Crew Schedule may designate an earlier call-in period for the next day.

e. Release him/her from duty as provided for in paragraphs 3. and 4. below.

The Flight Attendant may not, at his/her request, deadhead to cover his/her return trip, if this will cause a double deadhead.

Once the MIC has occurred, a Flight Attendant may not move his/her duty-free period(s) or schedule a non-flying assignment onto a day legally available for assignment, as provided in this paragraph P., without Crew Schedule approval until such time as s/he has fulfilled his/her obligation as provided herein.

- 3. Assignments Resulting From A MIC Trip Sequence During The First Twenty-Five (25) or Twenty-Six (26) Days Of The Month. The following shall apply to the assignment of a regularly scheduled Flight Attendant pursuant to paragraphs 2.a. through d. above, as a result of a MIC during the first twenty-five (25) or twenty-six (26) days of a month (depending on the length of the contractual month):
  - a. Such assignments must originate on the day(s) originally scheduled to fly, and may not create a conflict with a duty-free period or the balance of a Flight Attendant's schedule;
  - b. Such assignments may not exceed a Flight Attendant's monthly maximum, i.e., No Option or Option I, as applicable;
  - c. A Flight Attendant who is held available for further duty may be subject to multiple assignments which originate on days originally scheduled to fly. If a Flight Attendant's pay projection, excluding chase no-credit flying, is at or above his/her applicable monthly guarantee following an assignment(s) in accordance with paragraph 2. above, such Flight Attendant shall not be subject to further assignment/obligation under this paragraph P. In accordance with 9.L., such Flight Attendant may, at his/her option, have the remaining days originally scheduled to fly (DOSTF) converted to AVBL days. These AVBL days may be placed on any remaining days the Flight Attendant is not scheduled to fly except duty-free periods. A Flight Attendant choosing to have the remaining DOSTF converted to AVBL days can recover the original time lost plus one (1) hour, excluding call out pay;
  - d. Once the MIC has occurred, a Flight Attendant may not move his/her duty-free period(s) or schedule a non-flying assignment onto a day legally available for assignment, as provided in this paragraph P., without Crew Schedule approval until such time as s/he has fulfilled his/her obligation as provided herein; and
  - e. A regularly scheduled Flight Attendant may, with Crew Schedule approval, access open time ("pre-plot") if eligible under the provisions of paragraph K. of this Article. Such pre-plotting may be in combination with other assignments pursuant to 2.a. through d. above.

A Flight Attendant shall have fulfilled and be released from his/her obligation under this paragraph P. if s/he has:

(1) A pay projection at or above the applicable monthly guarantee (excluding chase no-credit flying) following such pre-plotting, or

- (2) Has pre-plotted trip sequence(s) which encompassed all remaining days originally scheduled to fly.
- (3) As an exception, a Flight Attendant whose pay projection is at or above his/her monthly maximum following an involuntary loss of time, may, at his/her option, have converted to AVBL days, a number of days equal to the number of days contained in the original sequence. These AVBL days may be placed on any remaining days on the Flight Attendant's schedule so long as the Flight Attendant has sufficient duty-free periods and is otherwise legal. Such Flight Attendant can, in addition to receiving call-out pay, recover the original time lost plus one (1) hour. Crew Schedule will not involuntarily assign a Flight Attendant electing AVBL days pursuant to this paragraph to any trip sequence.
- 4. Release From A MIC TRIP Sequence During The First Twenty-Five (25) Or Twenty-Six (26) Days Of The Month. The following shall apply to the release of a regularly scheduled Flight Attendant, pursuant to paragraph 2.e. above, as a result of a MIC occurring the first twenty-five (25) or twenty-six (26) days of a month (depending on the length of the contractual month):
  - a. A Flight Attendant whose pay projection, excluding any chase no-credit flying, after taking into account the MIC, is at or above his/her applicable monthly guarantee, when released by Crew Schedule, shall have no further obligation, as provided for in this paragraph P; or
  - b. A Flight Attendant whose pay projection, excluding any chase no-credit flying, after taking into account the MIC, is below his/her applicable monthly guarantee when released by Crew Schedule, shall select from the following:
    - (1) S/he may elect to forego any additional obligation. In such event, the trip sequence missed due to the MIC (the "MIC trip sequence") will be treated as a trip trade down in hours for purposes of guarantee reduction and the Flight Attendant shall have his/her guarantee reduced to equal the new projection, as provided in Article 25.G. However, such Flight Attendant shall be eligible to access open time ("pre-plot"), in accordance with paragraph K. of this Article, and/or trip trade with open time or another Flight Attendant, in accordance with Article 25.A. and C. of this Agreement, up to his/her monthly maximum, i.e., No Option or Option I, as applicable; or
    - (2) S/he may elect to protect his/her applicable monthly guarantee, or reduced guarantee (if the Flight Attendant has reduced his/her guarantee prior to the MIC through a previous guarantee adjustment), by incurring a "comparable day(s)" obligation in accordance with the provisions of paragraph 5. below.
- 5. Release: Comparable Days/Protection Of Monthly Guarantee Or Reduced Guarantee. If released by Crew Schedule, a Flight Attendant may protect his/her monthly guarantee (or reduced guarantee if such Flight Attendant has reduced his/her guarantee through a previous guarantee adjustment) by agreeing to make him/herself available for assignment on a pre-determined number of unscheduled days off during the remainder of the contractual month ("Comparable Days"), as described herein:
  - a. The Company shall designate the comparable day(s); however, the Company shall attempt to honor Flight Attendant preferences for a designated comparable day(s), whenever possible. A Flight Attendant whose preference for a comparable day(s) is not honored may elect to forego his/her comparable day(s) obligation as provided herein and be released with no further obligation, under this paragraph P., with the hours lost treated as a trip trade down in time.

- b. The number of Comparable Days required for monthly guarantee protection shall be equal to the number of calendar days contained within the MIC trip sequence, except that:
  - (1) If a Flight Attendant is notified of a MIC after reporting for duty, the comparable day(s) obligation shall be one (1) less day than the number of calendar days contained within the MIC trip sequence;
  - (2) In cases of an overfly which causes an illegality removal due to a direct conflict, the comparable day(s) obligation will be equal to the number of calendar days of the MIC trip sequence less any day(s) of overfly flown into a day(s) of the MIC trip sequence.
  - (3) If a Flight Attendant's monthly activity record reflects fewer unscheduled days off remaining in the contractual month than the days obligated, then such Flight Attendant shall satisfy the comparable day(s) obligation by remaining available on all remaining unscheduled days off.
  - (4) If a Flight Attendant's monthly activity record reflects that s/he has no unscheduled days off for the remainder of the contractual month, s/he will be deemed to have satisfied his/her comparable day(s) obligation.
  - (5) A Flight Attendant with a comparable day(s) obligation shall maintain contact with Crew Schedule on each day prior to a comparable day during a two (2) hour period specified by Crew Schedule. If the Flight Attendant is on a duty-free period and contact is not made, the Flight Attendant must contact Crew Schedule as soon as the duty-free period is over. If a Flight Attendant's MIC occurs after the normal call-in window, the Company may designate an earlier call-in period for the next day to allow for an assignment for that next day. A Flight Attendant may be subject to multiple assignments up to the monthly maximums, i.e., No Option or Option I, as applicable, provided that such assignment does not conflict with a duty-free period or another trip sequence. Once such Flight Attendant has been assigned up to his/her applicable monthly guarantee, s/he shall have no further obligation to the Company.
  - (6) Comparable day(s) shall be indicated on a Flight Attendant's monthly activity record; however, the Company shall not pre-plot trips onto such comparable day(s).
  - (7) A Flight Attendant with a comparable day(s) obligation whose pay projection (excluding chase no-credit flying) is below his/her applicable monthly guarantee may, with Crew Schedule approval, pre-plot in accordance with Article 9.K. or Trip Trade with Open Time in accordance with Article 25 provided, s/he does not exceed his/her monthly maximums, i.e., No Option or Option I, as applicable. Such pre-plotted and/or Trip Trade with Open Time trip sequence may be in combination with a comparable day(s) to fulfill the original "comparable days" obligation day period. A Flight Attendant who satisfies the comparable day(s) obligation or whose pay projection is at or above his/her applicable guarantee following such pre-plotting and/or TTOT shall have no further obligation under this paragraph P.

# 6. Cancellation/Illegality Protection - Last Trip During The Last Five (5) Days Of The Month

a. A regularly scheduled Flight Attendant whose last trip sequence (including a trip sequence obtained through Make-Up, Optional Exchange or Option II) on his/her trip selection is scheduled to originate during the last five (5) days of the contractual month, and

as a result of a cancellation/illegality of all or part of such sequence, does no flying, shall be paid and credited on a scheduled basis for such trip sequence, provided such Flight Attendant attempts to recover the time lost through make-up flying request. To qualify for this cancellation/illegality protection, a Flight Attendant should make an effort to fly any trip sequence for which s/he is legal and available that originates up to eight (8) hours after the scheduled termination time of the original trip sequence that was cancelled or from the trip sequence such Flight Attendant was removed due to illegality.

- b. A Flight Attendant who declines the opportunity to make up a trip as provided in a. above, shall forfeit cancellation/illegality pay.
- c. A Flight Attendant who successfully makes up a trip, but in so doing is paid and credited with less time than was contained in the original cancelled/illegal trip sequence shall be paid and credited with the difference between the trip sequence flown and the trip sequence for which s/he was protected.
- d. Pay protection is limited to the hours scheduled to be flown during the contractual month in which the trip sequence was scheduled to originate.
- e. The make-up obligation/make-up flying shall not extend beyond the contractual month in which the cancellation/illegality occurred.
- f. The provisions of a. through e. above will also apply to those instances of cancellation or illegality on the originating leg of the trip sequence, at home base, co-terminal or satellite base, following a ground interruption. These provisions will also apply to an air interruption as defined in Article 8.B.2. This does not include trip sequence cancellation or illegality after the first flight leg.

#### Q. CONSOLIDATION

When flights are consolidated, the Flight Attendants originally assigned to the surviving trip number will normally operate the flight. However, the nature of a specific trip pairing may dictate that the Flight Attendants from the "cancelled" flight operate the surviving trip.

### R. MOVE-UPS

When a trip assigned to an out-of base crew is uncovered due to the late arrival of the turnaround or layover crew, Flight Attendants should be moved-up as operational requirements dictate. Move-ups shall be considered reassignments.

# S. ILLEGALITY

- 1. When a late arrival or overflying causes a Flight Attendant to be illegal for his/her next scheduled trip sequence(s), s/he shall be subject to the provisions of paragraph P. of this Article.
- 2. An illegality shall include those instances of removal of a Flight Attendant from a flight due to either a lack of qualification and/or reduced manning requirement, as the result of a substitution of equipment.

# T. TRIPS MISSED-ASSUMED LEGALITY (PAPER LEGAL)

A Flight Attendant who is relieved from flying duties for a paid absence including, but not limited to, vacation, sick leave, training, jury duty, union leave, displacement and personal emergency, shall not assume the legality of the trip sequence(s) from which s/he is removed. However, a Flight Attendant shall be considered illegal and shall be removed from any trip in the following circumstances:

- 1. when there is a "direct conflict" between the two trip sequences, i.e., the second trip sequence is scheduled to depart prior to the scheduled arrival of the first; or
- 2. the amount of time between the scheduled arrival of the first trip sequence and the scheduled departure of the second trip sequence is less than the applicable report and debrief period combined.

#### U. ASSIGNMENT OF OPEN PURSER POSITIONS

During the process of providing coverage for an open Purser position, should Crew Schedule be unable to fill the position prior to the assignment of a qualified Purser reserve, as provided in paragraph L.3. of this Article (Open Time-Order of Open Time Coverage), the following procedures shall apply:

- 1. If one (1) or more qualified Pursers are working such trip sequence and have indicated a desire to be assigned the Purser position should it become available, the open Purser position shall be assigned to the most senior such Purser except:
  - a. when the open Purser position is on a trip sequence that requires a foreign language qualified Flight Attendant(s) and
    - (1) one or more of the qualified Purser(s) on the trip sequence have indicated a desire to be assigned the open Purser position and
    - (2) the most senior such Purser(s) also possess(es) the required foreign language qualification.
  - b. In such event, Crew Schedule may determine that the senior foreign language qualified Purser(s) is needed for his/her language qualification and shall award the open Purser position to the next most senior qualified Purser who is not needed for his/her foreign language qualification.
- 2. In the event that the provisions of paragraph 1. above fail to provide a qualified Purser for an open Purser position, time and operational needs permitting, Crew Schedule may:
  - a. Assign the open Purser position to a Purser reserve and/or regularly scheduled Purser exercising Option II in order of seniority and then a Purser reserve exercising Limited Option II in order of seniority. Crew Schedule will determine on a day to day basis whether to allocate time flown under this step to Purser reserves or Option II Pursers or a combination of Purser reserves and Option II Pursers; or
  - b. If there is an open Purser position on a trip sequence and there are qualified Pursers on that trip sequence who have not indicated a desire to be assigned the Purser position should it become available, the most junior Purser qualified Flight Attendant may be assigned the open Purser position unless it is determined that s/he is needed for his/her language qualification; or
  - c. Provide coverage for the open Purser position as provided in the balance of this Article, including reassignment of a Purser; or
- 3. In the event the procedures of paragraphs 1. and 2. herein have not resulted in the assignment of a qualified Purser to the open position, Crew Schedule may, based on operational requirements, elect to fill such Purser position without regard to the required foreign language qualification. In such case, Crew Schedule shall assign the open Purser position to the most senior language qualified Purser who has indicated a desire to be assigned the Purser position should it become available.

4. In the event the above procedures have not resulted in the assignment of a qualified Purser to the open position, the Purser position shall be filled either by proffering the open position to the cabin crew in seniority order or by using the procedures of Open Time as provided in this Article, irrespective of the Purser qualification.

## V. BID DENIALS

- 1. A Flight Attendant may be denied a trip selection to which s/he would otherwise be entitled on the basis of seniority and qualification, if:
  - a. Such award would result in such Flight Attendant being projected under his/her monthly guaranteed hours.
  - b. Such award would project such Flight Attendant over the hours contained in the highest trip selection for bid that month.
    - c. Such flying is in conflict with the flying performed in the prior month.
  - d. Such award would result in a Flight Attendant with a vacation of two (2) weeks flying less in that month than an amount equal to one-half (1/2) of the scheduled hours in the smallest trip sequence in such trip selection.
  - e. Subparagraph c. above shall not apply at bases where the majority of allocated flying consists of turnarounds and/or trips with all on-duty periods contained in three (3) calendar days or less.
  - f. Notwithstanding the provisions of subparagraph e. above, Flight Attendants may be denied a trip selection as described in paragraph 1. above for any trip selection whose first trip sequence is defined as long-range flying or extended-long-range flying provided that the awarding of such trip selection would result in a schedule conflict as provided under Article 9.I. of this Agreement.
- 2. The awarding of trip selections shall be predicated on original scheduled time regardless of subsequent reschedules.

#### W. TRIP SELECTION/GUARANTEE ADJUSTMENT

- 1. A Flight Attendant who has not exercised the provisions of Article 7.C. or 7.D. and who becomes over-projected as a result of flying a trip sequence which originates in one (1) month and terminates in the subsequent month, or as a result of overflying within a contractual month, will have such over-projection handled in the following manner:
  - a. The Flight Attendant will be notified of such over-projection as soon as possible after such over-projection becomes known.
  - b. The Flight Attendant may, at the time of notification of such over-projection, elect to invoke the provisions of Article 7.C. and complete the trip selection for that month.
  - c. Should the Flight Attendant in paragraph a. above elect not to invoke the provisions of Article 7.C., such Flight Attendant shall have his/her schedule adjusted to bring such trip selection projection below the applicable monthly maximum.
  - d. If as a result of a trip removal as described in paragraph c. above, a Flight Attendant is projected at sixty-nine hours fifty-nine minutes (69:59) or below, such Flight Attendant's minimum guarantee of seventy hours (70:00) shall not be further reduced as a result of such trip removal.

- 2. a. At the option of the Company, AVBL days may be pre-plotted on the monthly trip selections (bid sheet) on any such trip selection scheduled for seventy-four hours (74:00) or less. The number of such AVBL days shall be predicated on the basis of one (1) AVBL day for each four hours twenty minutes (4:20) or any portion thereof, below seventy-four hours one minute (74:01).
  - b. Should the provisions of Article 8.F. of this Appendix I, when applied to a specific trip selection, result in a pay projection in excess of the minimum scheduled hours provided in paragraph a. above, no AVBL days will be pre-plotted on that trip selection.
  - c. Flight Attendants may exercise the provisions of Article 9.L.1. and satisfy the requirement for AVBL days in advance of the AVBL days pre-plotted on the trip selection.
  - d. Fly through time or overflying within the month resulting in a projection in excess of the formula provided for in paragraph 2.a. above shall satisfy the requirement for AVBL days pre-plotted on that trip selection.

#### **ARTICLE 10 - RESERVE**

#### A. DEFINITION

- 1. A reserve Flight Attendant is one who does not hold a regular flying assignment and whose function is to be available to back up regular schedules and to perform any open and/or reserve flying not flown by regularly assigned Flight Attendants. Reserve flying assignments are made up in accordance with the number of reserves required by the base. Each month reserve elections containing pre-planned duty-free periods, as provided in paragraph F. of this Article, shall be offered for bid at every base.
- 2. Reserve Flight Attendants have no choice in assignment to specific trips. Crew Schedule will assign trips as they develop and the necessity to cover such trips arises. Reserve assignments will be made in "time accrued" order (i.e., Flight Attendants will be assigned in order of lowest accrued flight time pay and credit to highest accrued flight time pay and credit for which s/he is legal and available to fly) as provided in paragraphs H., K., and L. of this Article. As an exception notwithstanding the provisions of Article 10.S. and Article 12.H. of this Supplemental Agreement, the following will apply:
  - a. The Company may maintain at all times a separate Language Ready Reserve List comprised only of Flight Attendants who possess a foreign language qualification(s) at bases where such foreign language qualified Flight Attendants are required.
  - b. The provisions of Article 10.K.2.c. and 10.M.5.a. of this Supplemental Agreement shall not be made applicable to Language Ready Reserve Flight Attendants.
  - c. A reasonable effort will be made to balance the number of standby reserve assignments with any given language.
- 3. International reserve flying should be confined to the International Operation, however, International reserves may be used on a temporary basis to fly a Domestic trip sequence(s) if it is necessary to maintain the Domestic Operation. A reserve Flight Attendant who is assigned to a Domestic trip sequence shall be paid at International rates and shall receive Domestic expenses as provided in Article 4.A.1. of the Basic Agreement. In such event the following shall apply:
  - a. Prior to assigning an open Domestic trip sequence(s) to an International reserve, the Company shall offer such open trip sequence(s) to regularly scheduled Domestic Flight Attendants, in order of seniority, whose names appear on the Sick Time Make-Up List, and then those reserve Flight Attendants, in order of seniority, whose names appear on the Sick Time Make-Up List.

- b. The Company shall notify the APFA when the Company begins assigning a Domestic trip sequence(s) to an International reserve Flight Attendant(s). Such assignments shall not occur unless necessary to maintain the Domestic Operation in accordance with this Appendix, Article 10.A.3. Crew Schedule shall provide an explanation of the reason(s) for using an International Reserve(s) on Domestic when requested by APFA.
- c. The assigning of an International Reserve(s) to a Domestic trip sequence(s) shall be made in accordance with the Order of Open Time as provided in Article 9.L. of the Basic Agreement in conjunction with this paragraph 3.
- d. International Reserves shall not be used for Domestic flying originating in any one contractual month a second time until all other International Reserves at a base who are legal and available have been assigned at least one time. Subsequent Domestic assignments shall be allocated among International reserve Flight Attendants in the same manner.
- e. Crew Schedule shall not assign an International Reserve to Domestic standby. However, if an International Reserve is called out for an International standby assignment, completion of the standby assignment may involve remaining available for other flying assignments, such as deadheading to cover International flying at other Bases, or Domestic flying if needed to maintain the Domestic Operation.

#### B. MONTHLY MAXIMUM/GUARANTEE

- 1. Eighty-five (85) credit hours shall constitute the monthly maximum for a reserve Flight Attendant.
- 2. A reserve Flight Attendant shall be guaranteed five (5) hours of incentive pay in addition to the seventy (70) hours of base pay for the month, provided that when a Flight Attendant is in a non-pay status during the month, such five (5) hours incentive pay shall be reduced by fifteen (15) minutes for each day in such non-pay reserve status.

#### C. DETERMINING COMPLIANCE WITH THE MONTHLY MAXIMUM

- 1. Monthly Credit Maximum Based on Scheduled Flight Time or Actual Flight Time. For determining compliance with the monthly credit maximum provided for in B. above, scheduled flight time or actual flight time, whichever is greater on a leg-by-leg basis, will be used.
- 2. Last Scheduled Trip of The Month. For purposes of compliance with the monthly maximum, a reserve Flight Attendant will be considered legal to fly her/his last scheduled trip or trip pairing of the month, if prior to departure from her/his home base station on such last trip or trip pairing, her/his previous total flight time credit for the month when added to the scheduled flight time plus credited time as provided in Article 8 of this Agreement of such last trip or trip pairing within the contractual month, produces a total which does not exceed her/his monthly maximum of eighty-five (85) hours. Having once embarked on such last trip or trip pairing, such Flight Attendant will be considered legal to fly and complete her/his scheduled assignment.
- 3. Limited Option II and Optional Exchange. Flight time credit earned under the provisions of Limited Option II and/or OE will not apply toward the reserve monthly maximum, however flight time pay earned under said provisions will apply against the applicable reserve guarantee.
- 4. Limited Option II and Sick Make-Up. Flight time credit earned from a trip sequence relinquished under the provisions of D.2.a. below will apply towards the reserve monthly maximum.

#### D. RESERVE - SUPPLEMENTAL FLYING

#### 1. Limited Option II and Sick Make-Up

- a. A reserve Flight Attendant may exercise a Limited Option II and/or may perform Sick Make-Up flying under the provisions of the Order of Open Time Coverage (Article 9.L. of this Supplemental Agreement) by relinquishing a duty-free period(s) in order to fly an open trip. Trips flown under this provision must be scheduled to terminate at the Flight Attendant's home base no later than 1130 local base time the day prior to a day of reserve obligation.
- b. A reserve Flight Attendant desiring to perform Limited Option II and/or Sick Make-Up will indicate her/his desire to do so by placing her/his name on the Option II List and/or Sick Make-Up List, maintained at each base, and indicate the dates of the duty-free period(s) on which s/he desires such flying. A reserve Flight Attendant proffered an Option II and/or Sick Make-Up trip is under no obligation to accept the assignment. Crew Schedule need make only one attempt to contact the reserve Flight Attendant on the Option II List and/or Sick Make-Up List. If no contact can be established, the trip may be proffered to the next name on the Option II List and/or Sick Make-Up List or otherwise handled as open time.
- c. Option II and/or sick make-up flying (including Limited Option II) may be offered both regular and reserve Flight Attendants in their respective seniority order.
- d. For trips flown as sick make-up under the provisions of 1. above, sick leave accrual will be restored to the extent of the number of hours flown. The number of hours that may be flown on sick make-up shall not exceed the number of hours used on paid sick leave since the time of original employment. The opportunity to make up sick time will not be limited to the month(s) in which the sick instance occurred.

## 2. Optional Exchange

- a. A reserve Flight Attendant may exercise the provisions of Article 25.B.1. Optional Exchange to relinquish a trip sequence to another Flight Attendant through Optional Exchange (OR).
  - (1) A reserve Flight Attendant relinquishing a trip sequence through Optional Exchange (OR) will be credited, unpaid for the scheduled hours of the trip sequence relinquished.
  - (2) All legalities related to the dropped trip sequence will be assumed, as if flown.
  - (3) The Company will provide a means of waiving, at Flight Attendant option, the Rest Period At Home Base provisions of Article. 7.M., following a trip sequence relinquished through Optional Exchange (OR).
- b. A reserve Flight Attendant may exercise the provisions of Article 25.B.2., Optional Exchange and accept a trip sequence from another Flight Attendant, by relinquishing a duty-free period(s) in order to fly the trip. A trip sequence flown under this provision must be scheduled to terminate at the Flight Attendant's home base no later than 1130 local base time the day prior to a day of reserve obligation.
- 3. Flight Time Pay and Flight Time Credit. Flight time credit earned under the provisions of Limited Option II and/or OE will not apply towards that reserve monthly maximum, however flight time pay earned under said provisions will apply against the applicable reserve guarantee.

4. Monthly Maximum Met or Exceeded. A reserve Flight Attendant at or above his/her monthly maximum will be released from his/her reserve obligation and shall be considered as a regularly scheduled Flight Attendant for all purposes.

#### 5. Less Than Average Day

- a. A reserve Flight Attendant with less than the "average day" reserve obligation who is scheduled for a duty-free period on the last day of the contractual month shall be released from his/her reserve obligation for the month and shall be considered a regularly scheduled Flight Attendant for all purposes.
- b. A reserve Flight Attendant with less than the "average day" reserve obligation who is not scheduled for a duty-free period on the last day of the contractual month shall be released subject to assignment on the last day of the contractual month. At the point of release, such reserve is a regularly scheduled Flight Attendant for purposes of Option II or sick make-up or Optional Exchange flying on the day(s) of release and/or duty-free periods relinquished in accordance with paragraph 6. below.
- c. "Average day," for purposes of paragraphs a. and b. above, shall be as outlined in Article 8.A.2. "Average day" shall not refer to the duty period minimum.
- 6. Limitation: Limited Option II, Sick Make-Up, Optional Exchange. A reserve Flight Attendant shall be limited to relinquishing no more than four (4) twenty-four (24) hour duty-free period(s) for purposes of performing singularly or in combination, Limited Option II, sick make-up and/or Optional Exchange flying. No more than two (2) of these twenty-four (24) hour duty-free period(s) may be used for the purpose of performing sick make-up flying.

#### E. HOURS OF SERVICE

- 1. General. The provisions of Appendix I, Article 7 shall apply in regard to:
  - a. On-Duty Limitations Article 7.J.
  - b. Duty Aloft Limitations Article 7.K.
  - c. On-Duty Periods Article 7.L.
  - d. Layover Rest Periods Article 7.N.
  - e. Request to Exceed On-Duty Limitation for Deadhead Article 7.Q.
  - f. Call-Out Limitation Article 7.T.
  - g. Termination at Co-Terminal Article 7.V.

## 2. Rest Periods at Home

- a. Twelve (12) Hour Rest Period. A twelve (12) hour rest period free of all duty shall be given after the completion of a trip sequence.
- b. Fourteen and One-Half (14-1/2) Hour Rest Period. A fourteen and one half (14-1/2) hour rest period, free of all duty, shall be given after the completion of each scheduled trip sequence containing a non-stop leg in excess of seven (7) hours flight time.
  - c. Thirty-Six (36) Hour Rest Period. A thirty-six (36) minimum hour rest period, free from all duty, shall be scheduled to be taken after completion of each scheduled trip sequence containing long-range flying over twelve (12) hours but not more than fourteen hours and thirty minutes (14:30).
  - d. Forty-Eight (48) Hour Rest Period. A forty-eight (48) minimum hour rest period, free from all duty, shall be scheduled to be taken after completion of each scheduled

trip sequence containing extended-long-range flying in excess of fourteen hours and thirty minutes (14:30).

#### F. DUTY-FREE PERIODS

- 1. General. A reserve Flight Attendant shall receive twelve (12) periods of twenty-four (24) consecutive hours free from all duty from the Company at his/her home base station during each contractual month, one of which will be "movable" at Company option, in accordance with the provisions of F.8.b. below. These duty-free periods will be joined into blocks of two (2) or more duty-free periods comprised of twenty-four (24) consecutive hours each. Reserve lines will be comprised of "patterns" of blocks of duty-free periods and periods of reserve obligation. A pattern of duty-free periods shall consist of either three (3) blocks of duty-free periods or four (4) blocks of duty-free periods. Both types of patterns of duty-free periods shall be offered on each base bid sheet. Reserve line patterns will be constructed according to the following, with the exception of paragraph 5 below.
- 2. Minimum Pattern of Duty-Free Periods. The minimum amount of each pattern of duty-free periods that will be offered on each base bid sheet will be twenty percent (20%).
- 3. Four (4) Blocks of Duty-Free Periods. In any reserve line consisting of four (4) blocks of duty-free periods:
  - a. the number of consecutive days of reserve obligation in that pattern will not exceed five (5).
  - b. a minimum of thirty-three percent (33%) of such lines will consist of four (4) seventy-two (72) hour blocks of duty-free periods.
- 4. Three (3) Blocks of Duty-Free Periods. In any reserve line consisting of three (3) blocks of duty-free periods, the number of consecutive days of reserve obligation in that pattern will not be restricted.
- 5. One or Two Block Patterns of Duty-Free Periods. In the event the allocated flying at a particular base meets the criteria of sub-paragraphs a. and/or b. below, duty-free periods for these types of reserve selections may be pre-planned in one and/or two block patterns of duty-free periods. The total percentage of one and/or two block patterns of duty-free periods will correspond with the percentage of allocated hours of flying in the particular base, which meet the criteria of subparagraphs a. and/or b. below (e.g., if thirty (30) percent of allocated hours at a particular base fit the criteria, then thirty (30) percent of the reserve selections at that base will be pre-planned with one and/or two block patterns of duty-free periods).
  - a. Trip sequences of five (5) or more calendar days; or
  - b. Any trip sequence involving long-range flying/extended-long-range flying
- **6. Base Exceptions.** The Company and the APFA may mutually agree to exceptions to sub-paragraphs 2., 3., 4. and 5. above, according to the needs of an individual base and limited to the reserve lines at that base. Any such agreement will be renewable and limited in duration to one (1) year.
- 7. Percentage of Selections with First/Last Day Off. Bases with reserve lists of fifty (50) Flight Attendants or more will have ten percent (10%) of the reserve days off selections scheduled with the first and/or last days of the month off.

# 8. Pre-Planned Duty-Free Periods

**a. General.** The scheduled duty-free periods provided in paragraph F.1. above shall be pre-planned and indicated on the monthly selection sheet and shall be separated by not less than twenty-four (24) hours of reserve obligation.

#### b. Movable Duty-Free Periods

- (1) A movable duty-free period will be identified as such on the bidsheet and on the Flight Attendant's monthly activity record.
- (2) A movable duty-free period will be scheduled to adjoin a block of consecutive duty-free periods of at least forty-eight (48) hours as either the first or last day of that group of duty-free periods.
- (3) Once a duty-free period block has begun, the movable duty-free period may not be added to or removed from such duty-free period block.
- (4) If the movable duty-free period is to be added to or removed from a duty-free period block, a Flight Attendant will be provided notice at least twelve (12) hours prior to the start of such duty-free period block.
- (5) Once moved, such movable duty-free period may or may not be joined with any other duty-free period block.
- (6) The movable duty-free period may only be moved one (1) time per contractual month.
- 9. **Midnight to Midnight Duty-Free Periods**. Flight Attendants assigned to reserve will be given definite assigned duty-free periods running from midnight to midnight, unless otherwise designated by the local base.
- 10. Change in Status at End of Month: Reserve to Regular Scheduled. A reserve Flight Attendant who is to change status to regular schedule in the following month and who flies into the first regularly scheduled duty-free period of the new month shall commence his/her rescheduled duty-free period thirty (30) minutes after arrival, provided there is sufficient time before the next scheduled trip departure. If there is inadequate time before the next trip departure, the duty-free period will be rescheduled later in the new month.
- 11. Change in Status at End of Month: Regular Scheduled to Reserve. A regularly scheduled Flight Attendant who flies into a new month and in doing so disrupts a reserve duty-free period will be given the required off-duty break of twelve (12) hours and then commence the rescheduled duty-free period.
- 12. Contact with Company: Rest Periods/Duty-Free Periods/Vacation. The Company will use its best efforts to avoid contacting a reserve Flight Attendant on a legal rest period between the hours of 2300 and 0600. No reserve Flight Attendant shall be required to keep the Company advised of his/her whereabouts during the off-duty periods as provided for herein, or during the period while on scheduled vacation.

# G. RESCHEDULING OF DUTY-FREE PERIODS

1. Termination of Trip Sequence Twelve (12) Hours Into Start of Duty-Free Period. Subject to the provisions of Article 9.L.5. of this Supplemental Agreement, a reserve Flight Attendant may elect or may be required by the Company to change any scheduled duty-free period prospectively, providing that such reserve Flight Attendant is scheduled to fly a trip sequence that is scheduled to

terminate at his/her home base station no later than twelve (12) hours from the scheduled start of his/her duty-free period. A reserve Flight Attendant who is so scheduled and flies into such twelve (12) hour period shall have his/her required off-duty rest break and then commence a duty-free period equal to that for which s/he was originally scheduled.

- **2.** Rescheduling Due to Inadequate Coverage. In the event that the provisions of Appendix I, Article 9.L., Order of Open Time Coverage, do not provide the required coverage at a base to protect the Company's operation and other means of protection which are normally used have been exhausted, any reserve Flight Attendant may have his/her duty-free period changed and such duty-free period must be rescheduled prospectively.
- 3. Prospective Rescheduling of a Twenty-Four (24) Hour Duty-Free Period. The rescheduling of a twenty-four (24) hour duty-free period should be prospectively joined, to the extent possible, with another twenty-four (24) hour period or multiple duty-free period, or scheduled separately.
- 4. Rescheduling of a Multiple Duty-Free Period. If a multiple duty-free period is to be moved, and such multiple duty-free period cannot be joined with an existing duty-free period, or scheduled separately, such multiple duty-free period shall be separated into twenty-four (24) hour increments and scheduled separately.
- 5. Rescheduling of Duty-Free Period for Purpose of Attending Training with Consent of Flight Attendant. The Company may, with the consent of the reserve Flight Attendant, change one (1) or more duty-free period prospectively for the purpose of assigning such Flight Attendant to training.
- 6. Move-Up of Duty-Free Periods. Definition: A move-up of a duty-free period is the rescheduling of a duty-free period that is scheduled to be taken later in the month to a date that is still prospective but earlier in the reserve month.
  - a. The Company will make known to Flight Attendants serving reserve the manner in which requests to move-up a duty-free period should be submitted.
  - b. A move-up of a duty-free period may be requested in increments of twenty-four (24) consecutive hours only, consistent with the start and end time of duty-free periods established at the local base.
  - c. With the consent of the Flight Attendant, the Company may reschedule one (1) or more duty-free periods prospectively.
  - d. Operational needs permitting, reserve Flight Attendants' requests for move-ups will be awarded from among those Flight Attendants having requests on file at the specific time such requests are to be processed each day. For the purposes of awarding a move-up request, all Flight Attendants serving reserve at the base will be combined into a single seniority list according to the particular day requested for move-up, and requests will be awarded in seniority order.
  - e. A request to move up a duty-free period will be granted, and the reserve Flight Attendant notified, not later than a time to be mutually determined by the Company and the APFA on the day prior to the date for which the request is being made. The Company may grant requests to move-up a duty-free period in advance of the established award time.
  - f. If granted, the reserve day of obligation displaced by the moved up duty-free period will be rescheduled to the date of the duty-free period which was moved up.
  - g. The rescheduled duty-free period may be prospectively joined to another duty-free period, or scheduled separately.

- h. A Flight Attendant may be denied a request to move-up a duty-free period if such move would create a period of reserve obligated days of seven (7) or more consecutive days.
- 7. Trading of Duty-Free Periods. Reserves will be allowed to trade with other reserves equal numbers of duty-free periods under the following conditions:
  - a. The trade is submitted to the Company as soon as possible, but no later than three (3) days prior to the first day involved in the trade.
  - b. Extraordinary circumstances notwithstanding, eligible trades will be processed by the Company as soon as practicable, but no later than the earlier of five (5) calendar days after submission of the trade or twenty-four (24) hours prior to the first day involved in the trade.
  - c. Trading of a duty-free period(s) will be permitted between two (2) Flight Attendants within the same division only.
  - d. The trade does not create a period of consecutive reserve obligated days of seven (7) or more, however, selections originally scheduled with more than six (6) consecutive days of reserve obligation within a contractual month are exempt from this restriction.
  - e. The trade does not create a period of less than four (4) consecutive reserve obligated days within a contractual month.
  - f. The trade may only be submitted by either of the two Flight Attendants involved in the trade.
  - g. Flight Attendants may not submit a trade that is contingent upon any other trade.
    - h. Duty-free periods may not be traded into or out of any planned absence(s).
    - i. A Flight Attendant may trade a movable duty-free period if it has been moved.
- 8. Movable Duty-Free Period. Any voluntary act by a Flight Attendant which alters his/her duty-free periods has no effect on the Company's ability to move a Movable Duty-Free Period pursuant to Article 10.F.8.b. of this Supplemental Agreement.

#### H. OPERATION OF RESERVE LIST

- 1. Beginning of the Month First In/First Out. When the reserve list is prepared at the beginning of the month, the first in/first out principle will be used. The number one available Flight Attendant will be the Flight Attendant whose period of inactivity (including required rest periods, duty-free periods, vacation, sick and other days of unavailability) since his/her last arrival at the base station is the longest. S/he is followed, in order, by those Flight Attendants whose arrivals followed his/hers. If two (2) Flight Attendants have the same arrival time, the senior Flight Attendant will be used first. For purposes of determining first in/first out position, only actual flying assignments are to be considered. Assignments to training, special assignments and other assignments are not considered in determining a Flight Attendant's position on the list.
- 2. During the Month Time Accrued Reserve System (TARS). Once the month has begun, the following considerations will apply in the nightly preparation of the Flight Attendant reserve list for the next day's flying:
  - a. The Reserve List will be arranged in time accrued order.

- b. All reserve assignments shall be made by computer in accordance with time accrued order except as otherwise provided in this Article.
- c. When two (2) Flight Attendants have the same amount of time accrued, the flight assignment will be made on the basis of preference(s). If each Flight Attendant has either no preference or identical preferences, the first in/first out principle will be applied. If there is still no difference, the most senior Flight Attendant will be assigned first.
- d. For purposes of assignments under the Time Accrued Assignment System, credited time for any planned absence, e.g., vacation, will not be considered until after the planned absence has occurred.
- e. When a Flight Attendant is returning from an absence or removal of any kind, his/her relative position on the reserve list will be determined by his/her credited time accrued as of the date of his/her return.
- f. Assignments to sick makeup and/or Limited Option II flying, and/or flying accomplished under the provisions of paragraph D.2.b. of this Article (Optional Exchange), will not change a Flight Attendant's relative position on the reserve list.
- g. Hours credited for flying relinquished under the provisions of paragraph D.2.a. of this Article, Optional Exchange (OR drop) will be included in time accrued order for the purposes of determining a Flight Attendant's relative position on the reserve list.

## I. RESERVE AVERAGE DAILY UTILIZATION

Reserve average daily utilization is an hourly figure reflecting the optimum average credited hours for a reserve Flight Attendant on a day-to-day basis. It is calculated at two hours forty-five minutes (2:45) per calendar day in a thirty (30) day contractual month, or two hours forty minutes (2:40) per calendar day in a thirty-one (31) day contractual month. Unless otherwise mutually agreed, the reserve average daily utilization range is figured by applying a buffer of plus or minus three (3) hours to the reserve average daily utilization and is detailed in the chart below:

| Day of Contractual Month | Utilization Range 30 Day<br>Month 2:45 Avg. Day | Utilization Range 31 Day<br>Month 2:40 Avg. Day |
|--------------------------|---|---|
| 1                        | 0:00 - 5:45                                     | 0:00 - 5:40                                     |
| 2                        | 2:30 - 8:30                                     | 2:20 - 8:20                                     |
| 3                        | 5:15 - 11:15                                    | 5:00 - 11:00                                    |
| 4                        | 8:00 - 14:00                                    | 7:40 - 13:40                                    |
| 5                        | 10:45 - 16:45                                   | 10:20 - 16:20                                   |
| 6                        | 13:30 - 19:30                                   | 13:00 - 19:00                                   |
| 7                        | 16:15 - 22:15                                   | 15:40 - 21:40                                   |
| 8                        | 19:00 - 25:00                                   | 18:20 - 24:20                                   |
| 9                        | 21:45 - 27:45                                   | 21:00 - 27:00                                   |
| 10                       | 24:30 - 30:30                                   | 23:40 - 29:40                                   |
| 11                       | 27:15 - 33:15                                   | 26:20 - 32:20                                   |

| Day of Contractual Month | Utilization Range 30 Day<br>Month 2:45 Avg. Day | Utilization Range 31 Day<br>Month 2:40 Avg. Day |
|--------------------------|---|---|
| 12                       | 30:00 - 36:00                                   | 29:00 - 35:00                                   |
| 13                       | 32:45 - 38:45                                   | 31:40 - 37:40                                   |
| 14                       | 35:30 - 41:30                                   | 34:20 - 40:20                                   |
| 15                       | 38:15 - 44:15                                   | 37:00 - 43:00                                   |
| 16                       | 41:00 - 47:00                                   | 39:40 - 45:40                                   |
| 17                       | 43:45 - 49:45                                   | 42:20 - 48:20                                   |
| 18                       | 46:30 - 52:30                                   | 45:00 - 51:00                                   |
| 19                       | 49:15 - 55:15                                   | 47:40 - 53:40                                   |
| 20                       | 52:00 - 58:00                                   | 50:20 - 56:20                                   |
| 21                       | 54:45 - 60:45                                   | 53:00 - 59:00                                   |
| 22                       | 57:30 - 63:30                                   | 55:40 - 61:40                                   |
| 23                       | 60:15 - 66:15                                   | 58:20 - 64:20                                   |
| 24                       | 63:00 - 69:00                                   | 61:00 - 67:00                                   |
| 25                       | 65:45 -71:45                                    | 63:40 - 69:40                                   |
| 26                       | 68:30 - 74:30                                   | 66:20 - 72:20                                   |
| 27                       | 71:15 - 77:15                                   | 69:00 - 75:00                                   |
| 28                       | 74:00 - 80:00                                   | 71:40 - 77:40                                   |
| 29                       | 76:45 - 82:45                                   | 74:20 - 80:20                                   |
| 30                       | 79:30 - 85:00                                   | 77:00 - 83:00                                   |
| 31                       | N/A   | 79:40 - 85:00                                   |

## J. RESERVE PREFERENCES

- 1. Assignment Preferences. For the purposes of assignment in accordance with the provisions of Article 10.K., a reserve Flight Attendant may indicate one (1) or more of the following preferences:
  - a. **Co-Terminal.** A trip or standby assignment at one or more co-terminals (at applicable bases) in order of priority.
  - **b. Departure Time.** A trip departure time, or standby sign-in time, which falls within a designated AM or PM window.
    - **c. Trip Duration.** A trip of a specific duration (1,2,3 or more days).
    - d. Layover City. A desired layover city or cities.

- **e. Additional or Expanded Preferences**. The Company and the APFA may mutually agree upon additional or expanded preferences.
- 2. Ready Reserve Preferences. For the purposes of assignment to Ready Reserve in accordance with the provisions of Article 10.L. or assignment to a sequence while on Ready Reserve Status, a reserve Flight Attendant may indicate one (1) or more of the following preferences:
  - a. Long Call Ready Reserve. A Flight Attendant assigned Long Call Ready Reserve will not be assigned to a trip sequence which signs in prior to 1200, local base time.
  - **b. Short Call-Out.** A willingness to be contacted out of time accrued order for the purpose of assignment to a trip sequence which departs in less than two (2) hours. A Short Call-Out preference can be to a specific co-terminal.
  - **c. Duty-Free Slide.** A willingness to be contacted out of time accrued order for the purpose of assignment to a trip sequence which would cause a conflict with a planned duty-free period as permitted under the provisions of Article 9.L.
  - d. Release Assignment. Reserves may be given release assignments for a stipulated period of time, depending on the requirements of the Company.

#### K. RESERVE ASSIGNMENTS - CALL-IN COVERAGE

Call-In Coverage refers to those reserve assignments made for the following day and which are made known to reserve Flight Attendants via the automated method as provided in Article 10.N.

- 1. Assignments. All reserve assignments shall be made by computer in accordance with time accrued order except as otherwise provided in this Article. Upon contact with the Company, a reserve Flight Attendant will be advised that s/he has been given one (1) of the following reserve assignments:
  - a. Standby Assignment.
  - b. Specific Trip Sequence.
  - c. Ready Reserve Status Assignment.
  - d. Long Call Ready Reserve Assignment.
  - e. Release Assignment.
- **2. Standby Assignment**. Standby reserve duty, as set out in Article 10.M., will be assigned first.
  - a. Crew Schedule will determine the number of standby assignments at a base (and/or its co-terminals), if any, and the specific combination of Flight Attendant qualifications required (e.g., equipment, service, language, days available, etc.).
  - b. The Flight Attendant(s) with the lowest time accrued possessing the required qualification(s) will be assigned to standby reserve duty subject to the provisions of paragraph M. of this Article.
  - c. A reserve Flight Attendant will not be involuntarily assigned, during any one month, to standby duty for a second time, until all other reserve Flight Attendants at the base who are legal and available for such assignment have been so assigned at least one time. Subsequent standby assignments shall be allocated among reserve Flight Attendants in the same manner. It will be the Flight Attendant's responsibility to inform Crew Schedule of the number of standby assignments held during the reserve month.

- d. In the event a Flight Attendant is qualified for two (2) or more standby assignments with the same requirements pursuant to a. above, and which differ only in sign in time and/or co-terminal as applicable, the Flight Attendant will be assigned the standby which best meets her/his preferences as provided in J.1. a. and/or J.1.b. above, if any.
- **3. Specific Trip Sequence.** Following the assignment of standby, trip sequence assignments will be made to reserve Flight Attendants. A Flight Attendant will be assigned to a specific trip sequence based on the credited value of the trip sequence, or the Flight Attendant's preferences, or a combination of the two, according to her/his accrued hours compared to the average utilization as detailed in Article 10. I. above.

## a. Flight Attendants "Outside the Utilization Range"

- (1) A reserve Flight Attendant whose accrued hours fall outside the utilization range as detailed in Article 10. I. above will be assigned to the highest time trip sequence assignment for which s/he is legal and available.
- (2) If there are two (2) or more trip sequences of equal time which qualify as the highest time trip sequences, the Flight Attendant preference(s) as provided in Article 10.J.1. above, if any, will be considered when assignments are made.
- **b.** Flight Attendants "Within Range". A reserve Flight Attendant whose accrued hours fall within the utilization range as detailed in Article 10. I. above will be assigned the highest time trip sequence which meets his/her preferences as provided in Article 10.J.1. above, if any. If the Flight Attendant has not entered any preferences into the system, or if no trip sequence which meets his/her preferences is available, s/he will be assigned to the highest time trip still open.
- 4. Ready Reserve Status/Long Call Reserve. Following the assignment of trip sequences, reserve Flight Attendants without assignment may be assigned to Ready Reserve Status or Long Call Ready Reserve, depending on manning needs as determined by Crew Schedule.
  - a. A Flight Attendant who is placed on "Ready Reserve Status" is required to be available on short notice. Depending upon the reserve Flight Attendant's relative position on the reserve list and the requirements of the Company, a Flight Attendant assigned to Ready Reserve Status may be released by Crew Schedule for a stated period of time at his/her request. Prior to undertaking any activity that would affect the Flight Attendant's Ready Reserve obligation, a Flight Attendant must have the approval of Crew Schedule. Crew Schedule will set a time for the period of unavailability, and, at the end of this period, the Flight Attendant must return to Ready Reserve Status so as to be available for assignment.
  - b. A Flight Attendant assigned to Ready Reserve Status may determine his/her relative position on the reserve list via a means provided by the Company, however, the provisions of a above remain in force at all times.
  - c. A reserve Flight Attendant who is placed on "Long Call Ready Reserve" is considered a Ready Reserve Flight Attendant but is required to be available for and will be obligated to fly any legal trip sequence which s/he is subsequently assigned and which signs in no earlier than 1200 local base time.
    - (1) Crew Schedule will determine the number of Long Call Ready assignments, if any.
    - (2) Long Call Ready assignments, if any, will be made in seniority order from among those reserve Flight Attendants placed on Ready Reserve Status and who have requested Long Call Ready as provided in Article 10.J.2.

- (3) Notwithstanding (2) above, no Flight Attendant will be eligible nor assigned Long Call Ready who has only one (1) day of reserve obligation or planned absence.
- (4) The Long Call Ready Flight Attendant is not required to maintain contact prior to 0800 local base time.
- (5) All other provisions for Ready Reserve Flight Attendants, including a. and b. above, apply to Long Call Ready Reserve Flight Attendants.
- 5. Release Assignment. Reserves may be given release assignments for a stipulated period of time, depending on the requirements of the Company. If release assignments are available, the Company will release reserve Flight Attendants with a preference for a release assignment on the basis of highest accrued time.
- 6. Override of Time Accrued Computer Assignment. Crew Schedule may override the time accrued computer assignment of reserve Flight Attendants only for reasons of qualification and/or utilization as described below:
  - a. "Released for Qualifications/Availability." A reserve Flight Attendant may be bypassed for assignment and released because s/he is needed later in the month for reasons of availability or qualification. Such override shall be reflected on the Flight Attendant's monthly activity record and indicated when the Flight Attendant receives his/her assignment notification with the reason for the override, e.g., released for language qualification.
  - b. "Saved for Qualifications/Availability." A reserve Flight Attendant may be bypassed for a flying assignment and placed on Ready Reserve Status because s/he is needed because of a specific qualification or availability. Such override shall be reflected on the Flight Attendant's monthly activity record and indicated when the Flight Attendant receives his/her assignment notification with the reason for the override, e.g., saved for language qualification.
  - c. **Duty-Free Slide.** A reserve Flight Attendant may be assigned out of time accrued order in the event the operation requires an assignment of a Flight Attendant to a trip sequence which would conflict with a planned duty-free period under the provisions of Article 9.L.5. or 7. of this Supplemental Agreement.
    - (1) When assigning a Flight Attendant under the provisions of Article 9.L., the Company may assign the Flight Attendant with the lowest time accrued, who has indicated a preference for a duty-free slide as provided in Article 10. J.2. above.
    - (2) If no Flight Attendants have indicated a preference for a duty-free slide, assignments under Article 9.L. of this Supplemental Agreement will be made in normal time accrued order.
  - **d. 24-in-7 Override**. A TARS override may be made to avoid a potential 24-in-7 conflict with the next month's flying in accordance with Article 7.I. of this Supplemental Agreement.

# L. READY COVERAGE

Ready Coverage refers to those reserve assignments made for the same day, or for the following day, to Flight Attendants assigned to Ready Reserve Status or Long Call Ready Reserve. All reserve assignments will be made by computer in Time Accrued Order except as modified in this paragraph, e.g., overrides for reasons of qualification and/or utilization, and/or Flight Attendant standing preferences as defined herein.

- 1. Qualification/Utilization. A reserve Flight Attendant may be assigned out of time accrued order or bypassed for a flying assignment because s/he is needed because of a specific qualification or availability.
- 2. Long Call Ready. A reserve Flight Attendant may be bypassed for a flying assignment because of restricted availability according to her/his Long Call Ready status pursuant to Article 10.K.4.c. above.
- 3. Short Call Out. A Flight Attendant may be assigned out of time accrued order in the event the operation requires an assignment of a Flight Attendant to a trip sequence which is scheduled to depart in less than two (2) hours.
  - a. When assigning a Flight Attendant under this provision, the Company may make the assignment to the Flight Attendant with the lowest time accrued, who is otherwise legal and available and who has indicated a preference for Short Call Out as provided in Article 10.J.2.b. above. In making such assignment to a Flight Attendant waiving a Short Call Out, the Company will consider the stated co-terminal preference(s), if any.
  - b. If there are no Flight Attendants who are legal and available who have indicated a preference for Short Call Out, such assignments will be made in normal Time Accrued Order.
  - **4. Duty-Free Slide.** The provisions of Article 10.K.6.c. above will apply.

#### M. STANDBY RESERVE DUTY

- 1. Flight Time Pay and Credit Without a Specific Trip Assignment. A reserve Flight Attendant called to the airport without a specific flight assignment, to remain at the airport, in uniform, immediately available for flight duty (standby) who does no flying shall receive the greater of:
  - a. Five (5) hours of pay and flight time credit if s/he performs no flying, or
  - b. On-Duty Time, flight time pay and credit, as provided in Article 8.E. of this Appendix, from his/her report time continuing until s/he is released to begin his/her legal rest period.
- 2. Flight Time Pay and Credit With a Specific Trip Assignment. A reserve Flight Attendant called to the airport without a specific flight assignment, to remain at the airport, in uniform, immediately available for flight duty (standby) who is subsequently assigned to a trip sequence shall receive:
  - a. On-Duty Time, flight time pay only, as provided in Article 8.E. of this Appendix, for each minute of the standby duty from the standby report time until one hour (1:00), thirty minutes (:30) if deadheading, prior to the departure of the trip sequence; and
    - b. Flight time pay and flight time credit for flying performed.
- 3. Flight Time Pay and Credit in the Event of Cancellation or Delay After Trip Sequence Assigned. A Flight Attendant who is assigned a trip sequence but does not fly such trip sequence due to a subsequent cancellation or delay shall be paid in accordance with M.1. above.
- **4. Maximum Standby Period Without a Specific Trip Assignment**. A reserve standby Flight Attendant shall not be required to remain at the airport for a period in excess of six (6) hours without being given a flight assignment scheduled to depart within the six (6) hours.

## 5. Standby Assignments

- a. Limitations. A reserve Flight Attendant will not be involuntarily assigned, during any one month, to standby duty for a second time, until all other reserve Flight Attendants at the base who are legal and available for such assignment have been so assigned at least one time. Subsequent standby assignments shall be allocated among reserve Flight Attendants in the same manner. It will be the Flight Attendant's responsibility to inform Crew Schedule of the number of standby assignments held during the reserve month.
- **b.** Language Ready Reserve. The provisions of paragraph a. above shall not be made applicable to Language Ready Reserve Flight Attendants. A reasonable effort will be made to balance the number of standby reserve assignments with any given language.

### N. RESERVE CALL-IN ASSIGNMENTS

Reserve Flight Attendants will be provided an automated method of obtaining and acknowledging reserve assignments. All reserve Flight Attendants shall be required to call in for assignment at a specified time each day (Company designated call-in period) prior to a day of reserve obligation, except as provided below for a Flight Attendant who is on a duty-free period, vacation or legal rest at home base station.

- 1. **Designated Call-In Period.** The designated call-in period will be determined by the requirements of the Company and will be made available to reserve Flight Attendants. The call-in periods may vary by base as determined by the Company. Changes in a designated call-in period(s) will not occur without notification to the Flight Attendants at the affected bases and shall be noted on the monthly allocation.
- 2. Confirmation of Assignment Off Duty Periods. The following will apply to a reserve who is on a duty-free period, vacation or legal rest at home base station during the entire designated call-in period and has elected not to call-in during such off duty period for assignment.
  - a. Legal Rest at Home Base Station. In the event the designated call-in period is entirely within a reserve Flight Attendant's legal rest period at home base station and such Flight Attendant has elected not to call-in for assignment during the designated call-in period, s/he must contact the Company at the end of the on-duty period which triggered the legal rest period to advise the Company that s/he will accept his/her next reserve time accrued assignment. Should the Flight Attendant elect this option, s/he must contact Crew Schedule for assignment no later than immediately following the conclusion of his/her legal rest period. A Flight Attendant who has elected this option is not precluded from contacting the Company during the designated call-in period.
  - b. Duty-Free Period/Vacation. In the event the designated call-in period is entirely within a reserve Flight Attendant's duty-free period or vacation and such Flight Attendant has elected not to call-in for assignment during the designated call-in period, s/he must confirm his/her next reserve assignment by contacting the Company no later than immediately following the conclusion of such period of unavailability.
  - c. Conclusion of All Off Duty Periods. A reserve Flight Attendant on an off duty period as provided for in paragraphs a. and b. above is responsible for his/her time accrued assignment(s). If such reserve Flight Attendant has not confirmed his/her next reserve assignment during the designated call-in period, s/he must contact the Company no later than immediately following the conclusion of such off duty period and be available for sign-in at the airport no earlier than one (1) hour following the conclusion of the off duty period, (two [2] hours prior to departure of the first leg of the trip sequence) unless agreement is reached between Crew Schedule and the Flight Attendant on an earlier report time. The Company may elect to waive the one (1) hour report time as provided in Appendix I, Article 7.L.

#### O. REQUIRED RETURN FROM VACATION

A reserve Flight Attendant will not be required to return from his/her vacation until the time when s/he is required to be available to Crew Schedule for reserve assignment.

#### P. ORDER OF OPEN TIME COVERAGE

The provisions of Article 9.L. shall be applicable.

#### Q. FLIGHT TIME PAY/CREDIT FOR TRIPS NOT FLOWN

For purposes of computing maximum monthly flight time limitations under this Article:

- 1. Paid Absences. A reserve Flight Attendant will receive four hours and ten minutes(4:10) pay and flight time credit in a thirty (30) day contractual month (three hours fifty-six minutes [3:56] in a thirty-one [31] day contractual month) for each day of reserve obligation spent in paid meeting(s), paid classroom training, vacation, special assignment, union leaves, personal emergency and paid sick leave.
- 2. Unpaid Absences. A reserve Flight Attendant will receive four hours ten minutes (4:10) flight time credit in a thirty (30) day contractual month (three hours fifty-six minutes [3:56] in a thirty-one [31] day contractual month) for each day of reserve availability while on unpaid sick, personal leave and suspension.

#### R. PURSER/FOREIGN LANGUAGE DRAFTING PAY

A Flight Attendant who is drafted out of seniority to a trip selection or onto reserve due to his/her Purser/language qualification shall receive the monthly earnings of the trip selection or reserve hours flown or the trip selection denied, whichever is greater, in accordance with the provisions of Article 3.O. of the Basic Agreement.

#### S. RESERVE ROTATIONS

- 1. Regular Rotations. Each base maintains reserve duty records comprised of the junior Flight Attendants at the base. The number of Flight Attendants required to serve reserve is dependent upon the needs of the service, as determined by the Company.
  - a. Once having completed a full month of replacement, Flight Attendants will serve reserve on a one (1) month on/one (1) month off reserve rotation for a period of three (3) years. If needed as a reserve after this period, they will serve reserve on a one (1) month on/three (3) months off rotation.
  - b. If additional Flight Attendants are required to stand reserve duty, they will be selected in reverse order of seniority. Their reserve duty will not exceed one (1) month on/three (3) months off.
- 2. Senior Bump. Seniority permitting, a Flight Attendant may change his/her assigned reserve month by bidding all reserve selections first (before regular selections) in a month that s/he would not be on the assigned reserve list. This procedure is known as "Senior Bump." When a Flight Attendant bids onto reserve out of regular rotation, it changes his/her future reserve cycle with one exception: Flight Attendants who are on reserve by their own choosing (bidding on) the same month they are on an approved vacation or PLOA have not fulfilled their reserve obligation.
  - a. When a Flight Attendant desires to initiate "Senior Bump," s/he must indicate such preference on his/her bid ballot.

- b. Flight Attendant(s) who are planned on reserve but desire to be bumped off should bid a regular trip selection(s) and/or reserve selection(s). The Flight Attendant's desire will be honored only if there is a Flight Attendant who is desiring "Senior Bump" above or below his/her seniority who has not already bumped a more senior Flight Attendant off reserve.
- c. Should the number of Flight Attendants desiring to bump onto reserve exceed the number of Flight Attendants desiring to bump off reserve, the junior Flight Attendant(s) may be displaced from the planned reserve list.
- d. Flight Attendant(s) who are bumped off or are displaced from the planned reserve list will be considered available for the next month's reserve rotation.
- 3. Transfer: Effect on Rotation. If a Flight Attendant transfers to a base where his/her seniority places him/her in the reserve duty group, s/he will be scheduled on reserve the first full scheduling month that s/he is at the new base. Such assignment shall be irrespective of previous service as a reserve at the former base.

#### 4. Vacation/PLOA: Effect on Reserve Rotation

- a. A Flight Attendant who is granted a vacation or approved leave of absence for part or all of the month during which s/he would normally be scheduled for active reserve duty will be considered as fulfilling his/her obligation an entire month's service as an active reserve and will maintain his/her normal position in rotation. The above shall not apply to a Flight Attendant who bids reserve out of his/her regular rotation.
- b. No reserve Flight Attendant will be granted a personal leave, except in conjunction with his/her vacation, until all leaves have been granted to Flight Attendants with monthly flying assignments. Once these leaves have been granted and there is still an overage, reserve Flight Attendants may be granted a leave.

## T. RESERVE DAYS OFF SELECTION/BIDDING

Reserve days off selections will be posted for bid by reserve Flight Attendants at each base. Selections will indicate the duty-free periods, provided in paragraph F. of this Article. Unselected reserve assignments will be assigned in reverse order of seniority.

## U. ADDITIONS TO RESERVE LIST

- 1. If, because of a transfer, sick leave, personal leave, vacation or other extended absence, it is necessary to assign additional Flight Attendants to active reserve duty during the month, such additions will be made in accordance with the following:
  - a. Flight Attendants who are displaced from reserve on original bid awards,
  - b. Flight Attendants who bid off reserve,
  - c. Flight Attendants who were alerted on the monthly trip selection of possible designation to reserve.
- 2. If a Flight Attendant is added to the active reserve list during the month and serves for only part of that month, the partial service will be considered as fulfilling his/her obligation for an entire month of reserve duty.

#### V. RESCHEDULING/IRREGULAR OPERATIONS

If a cabin crew is to be split because of a reschedule and a reserve is a member of the crew, the reserve should be rescheduled prior to a regularly scheduled Flight Attendant.

#### W. MINIMUM PAY AND CREDIT

The provisions of Article 8 shall apply except as modified herein.

#### X. MONTHLY ACTIVITY RECORD

A reserve Flight Attendant's monthly activity record shall reflect Specific Trip Sequence Assignments, Standby Assignments, Ready Reserve Status Assignments, Long Call Ready Reserve Assignment, Release Assignments and/or any Overrides made by Crew Schedule.

### Y. "CHASE" FLIGHT ATTENDANT

- 1. At bases flying wide bodied equipment, reserves flying Purser and/or galley for the first time may request a "chase" and may be granted a "chase" at the option of the Company.
- 2. When a Flight Attendant performs "chase" duties during scheduled days off, pay (no credit) shall be remitted for the trip or trips involved in the "chase" assignment.
- 3. If it becomes necessary to remove a Flight Attendant from reserve duty for a "chase" assignment, pay, credit and trip expenses will be issued for the trip or trips involved in the "chase" assignment.

#### Z. FLIGHT ATTENDANT MEETINGS/TRAINING

- 1. A Flight Attendant on the active reserve list is not excused from attendance at Flight Attendant meetings. S/he will be scheduled to attend the scheduled meetings on a day on which s/he is available and shall be in uniform ready for flight assignment.
- 2. A Flight Attendant on the active reserve list will have emergency procedure training preplotted on the backside of a duty-free period on the reserve selection. If necessary, such training assignments may be changed by the Company to meet the requirements of the operation. The Company will make every effort to change such assignments prospectively from the date originally scheduled.
- 3. Notice of mandatory meetings/training affecting specific reserve Flight Attendants shall be posted on the cover of the monthly trip selection.
- 4. Paragraph 3. above, will not apply should a Flight Attendant trigger training in any manner.
- 5. A Flight Attendant who attends a meeting/training and is subsequently assigned a trip shall, for purposes of on-duty limitations, be paid and credited from the start of the meeting/training.
- 6. A required training program, or a required service briefing before a trip shall be treated as an extension of the duty period.
  - 7. The provisions of Article 9.F.10.e. of this Supplemental Agreement shall apply.

## **ARTICLE 11 - LANGUAGE**

#### A. LANGUAGE LOCK-IN

- 1. A Flight Attendant who possesses a foreign language qualification and who is assigned or transfers to a base station which requires his/her qualification, may be required to remain at such base station for a period of six (6) months from the effective date of assignment, transfer or acquisition of such qualification.
- 2. A Flight Attendant who possesses a foreign language qualification and who is assigned or transfers to a base station within one (1) year of date of hire which requires his/her qualification may be required to remain at such base station for a period of one (1) year from the effective date of assignment or transfer.
- 3. Flight Attendants, as described above, are also subject to the provisions of Appendix I. Letter-I.

#### B. LANGUAGE PAY

- 1. On a flight where a specific foreign language qualification is required by the Company, all Flight Attendants who possess such language qualification and who are required as specified in 3. below, shall be paid in accordance with Article 3.N.
- 2. In the event there are insufficient qualified bid holders possessing the foreign language speaking qualification required by the Company, the Company may assign the junior non-bid holder(s) at the base possessing the qualification to a bid vacancy in reverse order of seniority.

#### C. LANGUAGE ASSIGNMENT

- 1. In the event there are insufficient qualified Flight Attendants for any flight requiring qualified foreign language speaking Flight Attendants, the Company shall assign qualified foreign language speaking Flight Attendants to such open position(s) in accordance with the Order of Open Time Coverage procedures. Once having reached the step of the Order of Open Time Coverage for Reserves/Option II/Limited Option II, qualified volunteers from the flight in question may be used, at the Company's option, before proceeding with the remaining steps of the Order of Open Time Coverage. This in no way negates the Company's existing rights to reassign a Flight Attendant in accordance with this Appendix.
- 2. In the event there are insufficient qualified bidders for any trip selection requiring foreign language speaking Flight Attendants, the Company may assign the junior qualified Flight Attendant to such trip selection in reverse order of seniority.
- 3. On equipment with lower lobe galley(s) Flight Attendants who possess a foreign language qualification and are part of the maximum speaker complement shall be restricted from serving in a lower lobe galley(s) position. At least one (1) speaker shall serve in any coach main deck position. Foreign language speakers above maximum complement shall be awarded positions in accordance with the provisions of Article 13.C. of the Basic Agreement.
- 4. The maximum number of required foreign language qualified Flight Attendants will be as follows:
  - a. On a single aisle aircraft the maximum number of required foreign language Flight Attendants will be one (1).
  - b. On dual aisle aircraft the maximum number of required foreign language qualified Flight Attendants will be one (1) per each cabin according to service (e.g., first class,

business class, coach class), but in no event shall exceed the total of three (3) language qualified Flight Attendants, except that in the event the Company operates a 747 or other widebody equipment bid with fourteen (14) or more Flight Attendants. The maximum number of required foreign language Flight Attendants will be four (4).

- c. Required foreign language qualified Flight Attendants are restricted from serving in a galley position. The Company may make exceptions to this restriction.
- d. Foreign language speakers above the maximum complement shall be awarded positions in accordance with the provisions of Article 13.C. of the Basic Agreement.
- 5. Notwithstanding the provisions of C.3. and C.4. above, on any trip sequence to more than one (1) destination which contains more than one (1) destination requiring a language of destination speaker, at least one (1) language of destination speaker may be assigned for each such destination

#### D. BID DENIAL/PAY PROTECTION

- 1. A Flight Attendant who is drafted out of seniority to a trip selection or onto reserve due to his/her language qualification shall receive the monthly earnings of the trip selection, or reserve hours flown, or the trip selection denied, whichever is greater, in accordance with the provisions of Article 3.O. of this Agreement.
- 2. If, prior to the departure of his/her regularly scheduled trip pairing from his/her home base station, a regularly scheduled Flight Attendant who possesses a foreign language qualification is removed by the Company from such trip pairing and assigned to another trip pairing which requires a foreign language qualification, such Flight Attendant shall be paid and credited for whichever of the two (2) trip pairings produces the higher pay.

#### E. LANGUAGE PROFICIENCY

- 1. The Company may schedule, no more than once every two years, a language assessment test for Flight Attendants qualified in designated languages. The purpose of the assessment will be to determine a Flight Attendant's level of proficiency in his/her designated language(s). The assessment will be designed by an independent outside vendor.
- 2. A language qualified Flight Attendant who passes any language skills assessment test at a rating of "superior" will be exempt from all further testing.
- 3. A Flight Attendant must receive a minimum language skills rating as established by the Company to retain his/her foreign language qualification. A Flight Attendant who does not achieve and maintain the minimum language skills rating and loses his/her language qualification, will be considered to have resigned from the International Operation, unless he/she has sufficient seniority to otherwise remain in the International Operation.
- 4. Based on the assessment level achieved, the Flight Attendant will be scheduled for future language assessment testing every 2, 4, or 10 years, except as provided in E.2. above.
- 5. The Company will maintain language books/tapes, and/or CDS and other study aids for Flight Attendant use to increase language proficiency. The use of such study aids will be on the Flight Attendant's own time and shall not be considered training under the terms of this Agreement.

#### F. ADVANCE NOTICE OF LANGUAGE PROFFER

When the Company is aware that additional language speakers are required in the International Operation, every attempt shall be made to post notice of the upcoming language proffers as far in advance as possible.

#### G. NEW LANGUAGE

In addition to the language requirement specified in B. above, the Company has the right to specify a language of destination. On routes requiring a foreign language, the language shall be determined as the official national language of the country. Whenever the Company requires foreign language qualified Flight Attendants on International flights, Flight Attendants will, on a voluntary basis, be given the opportunity to take a qualifying examination, administered at Company expense, by an outside language expert(s) as determined by the Company. The language examination to determine the language qualification will first be offered to Flight Attendants in the International Operation. If there are insufficient foreign language qualified Flight Attendants in the International Operation, the Company will proffer to the Domestic Flight Attendants the language examination to determine their language qualification for an International bid vacancy prior to hiring employees who possess the foreign language qualification.

# H. VOLUNTEER FOREIGN LANGUAGE QUALIFIED FLIGHT ATTENDANTS ON DOMESTIC LEGS WITHIN THE CONTIGUOUS FORTY-EIGHT (48) STATES AND ALASKA

- 1. At the Company's option, foreign language qualified Flight Attendants may be provided on selected Domestic legs within the contiguous forty-eight (48) states and Alaska for marketing reasons. Such Flight Attendants will be over and above the scheduled crew complement and will perform Flight Attendant duties.
- 2. Volunteer Foreign language qualified Flight Attendants will be assigned to selected Domestic legs in seniority order from a voluntary pool of Domestic foreign language qualified Flight Attendants. In the event any such legs remain unfilled, they will be assigned in seniority order from a voluntary pool of International foreign language qualified Flight Attendants. Prior to assigning similarly qualified Flight Attendants in the pool who are legal and available for assignment a second time, the Company will make every attempt to assign all similarly qualified Flight Attendants in the pool who are legal and available for assignment one time.
- 3. Foreign language qualified Flight Attendants in the pool who are assigned to Domestic legs in accordance with this provision will receive flight time pay, no credit, in addition to foreign language pay and time away from base expenses. All applicable Domestic contractual legalities and Domestic expenses will apply to assignments of foreign language qualified Flight Attendants under this provision.
- 4. The provisions of paragraphs A., C., D., F. and G. above shall not apply to this paragraph H. of this Article.

#### I. PROVISIONS IN CONFLICT

In the application of this Article, other provisions of this Agreement in conflict, or to the contrary, shall not apply, with the exception of Appendix S, the Foreign National Agreement, which shall control when the provisions of Appendix S are in conflict with the provisions of this Article.

#### ARTICLE 12 - INTERNATIONAL BID VACANCIES/FLYING ASSIGNMENTS

#### A. BID VACANCIES

The Company will provide a sufficient number of bid vacancies to cover all flying performed in the International Operation, and such vacancies will promptly be posted and awarded as staffing requirements dictate.

#### B. INTERNATIONAL FLYING

International flying will be performed by International bidholders and International reserves assigned to the International Operation of a base to which the flying has been allocated. International Flight Attendants will be assigned to only International allocated flying, provided the Flight Attendant's seniority will hold a trip selection or reserve selection in the International Operation. International reserves may be used domestically on a temporary basis if it is necessary to maintain Domestic Operations.

#### C. INTERNATIONAL STAFFING

The flying assignments in the International Operation shall be open to bidding at only those bases to which it has been allocated, and only the Flight Attendants at such bases shall have the right to bid on these International flying assignments.

#### D. AWARDING OF INTERNATIONAL BIDS

International bid vacancies shall be open to bidding for a minimum of seven (7) days to Flight Attendants from all bases. Bids will be awarded in the order of system seniority to the extent of the number required. Flight Attendants successfully bidding into the International Operation of a base shall transfer into such base. A Flight Attendant in a non-flying status will be allowed to proffer/transfer if his/her training/report to base can be accomplished on schedule. Flight Attendants holding a position in the International Operation shall bid and be awarded International flying assignments in order of seniority.

## E. LOCK-IN PROVISIONS

- 1. A Flight Attendant who has successfully bid into the International Operation of a base will serve an initial bid-lock in for a period of six (6) consecutive months. A Flight Attendant who holds a subsequent International proffer will serve a bid lock-in for a period of three (3) consecutive months. Such Flight Attendant is ineligible to exercise the senior drop back provision of this Article until the completion of the applicable bid lock-in. In the event a Flight Attendant's juniority demands a return to Domestic flying on a month to month basis, this time shall count against the applicable bid lock-in.
- 2. Flight Attendants who are assigned to the International Operation of a base may return to Domestic flying on three (3) months' written notice, provided they have been in the International Operation for at least three (3) consecutive months. A Flight Attendant resigning from the International Operation shall be transferred to the adjacent base. In the event there is no adjacent base, the Flight Attendant shall be transferred to the Domestic Operation of the base designated by the Company and the APFA for that purpose.
- 3. If the number of Flight Attendants bidding on assignments in the International Operation of a given base is insufficient to meet the Company's staffing requirements, the Company may assign Flight Attendants in reverse order of seniority from the adjacent base.
- 4. A Flight Attendant who is service trained for long-range or extended-long-range International Flying shall be obligated to bid all selections containing long-range or extended-long-range flying, regular or replacement, prior to bidding any other selection for a three (3) month period or until

a sufficient number of Flight Attendants at the base are trained to meet the operational needs, whichever happens first.

5. A Flight Attendant who obtains a service qualification, including, but not limited to, International Flagship Service, will serve a bid lock-in for a period of either three (3) consecutive months or until the entire base is qualified, whichever occurs first.

#### F. SYSTEM-WIDE REDUCTION IN FORCE

When there is a system-wide reduction in force, the policies and procedures, as outlined in Article 16 of the Basic Agreement, shall apply.

### G. LONG TERM REDUCTION IN FORCE

- 1. When there is a long term (in excess of six [6] months) reduction of staffing requirements foreseeable in the International Operation of a base, the cancellation of Flight Attendant assignments shall be accomplished:
  - a. In order of seniority among those International Flight Attendants who were involuntarily assigned and desire to return to the Domestic Operation;
  - b. In order of seniority among those International Flight Attendants who desire to return to the Domestic Operation;
  - c. In reverse order of seniority among those International Flight Attendants at that base.
- 2. A Flight Attendant who is released from the International Operation due to a reduction in staffing requirements shall retain for a period of two (2) years from such release, reinstatement rights to an International bid. Such Flight Attendant will be proffered reinstatement to the said operation prior to the awarding of a bid vacancy to a Flight Attendant who does not hold reinstatement rights, regardless of the seniority involved. If, however, a Flight Attendant who has been released from the International Operation of a base requests to transfer out of such base, s/he must request to retain his/her reinstatement rights or else same will be forfeited.
- 3. Proffers for reinstatement to the International Operation of a base as provided in paragraph 2. above will be made in seniority order among Flight Attendants holding reinstatement rights.

A Flight Attendant holding reinstatement rights to an International Base may decline a proffer of reinstatement to the International Operation of that base and retain reinstatement rights for the remainder of the two (2) year period provided in paragraph 2. above except in those instances where:

- a. a Flight Attendant has forfeited reinstatement rights pursuant to paragraph G.2. above; or
- b. the number of Flight Attendants accepting reinstatement is less than the number of International bids proffered. In such event the Company will re-proffer the bid vacancies in reverse order of seniority among those Flight Attendants who declined reinstatement in the initial proffer. A Flight Attendant declining reinstatement in this re-proffer will forfeit remaining reinstatement rights to the International Operation of the base.
- 4. The Company reserves the right to retain foreign language qualified Flight Attendants in the International Operation to maintain the requirements of operation, seniority notwithstanding.

### H. SHORT TERM REDUCTION IN BASE/SENIOR DROP BACK

- 1. The estimated number of Flight Attendants to be affected by the reduction for the month to follow shall be posted no later than the issuance of the trip selection sheet.
  - 2. Leaves will be granted, when available, when the requirements of the service permit.
- 3. International Flight Attendant(s) desiring to drop back shall submit a Domestic bid and label such bid "primary". Should such Flight Attendant be doubtful as to whether his/her seniority will allow him/her to hold a drop back slot, s/he will submit an International bid as well, and label such bid "secondary".
- 4. Junior International Flight Attendants at the base affected shall submit both a Domestic and an International bid, if his/her number from the bottom of the International base seniority list falls within the required number to drop back. Such Flight Attendant should label one bid "primary" so that, should a limited number of drop back slots be available, seniority shall have preference.
- 5. If, during a month, staffing requirements are such as to require additional International Flight Attendants, the Company will assign to the International Operation, International bid holding Flight Attendants who are in the Domestic Operation, in reverse order of seniority.
- 6. International Flight Attendants may not voluntarily exercise the senior drop back provision during a scheduled vacation month; or a month s/he has been awarded a leave of absence prior to the closing of the monthly trip selection award.
- 7. Should an International Flight Attendant fail to submit a bid or fail to bid a sufficient amount of International selections, s/he shall be considered as not having desired to drop back to the Domestic Operation and will be awarded an International open replacement selection.
- 8. International Flight Attendants whose seniority allows him/her to drop back to the Domestic Operation, or Flight Attendants forced to drop back due to insufficient seniority ("Fall-off List") shall be paid Domestic rates of pay and shall be subject to the scheduling limitations of the Basic Agreement.

#### I. MUTUAL TRANSFERS

- 1. A mutual transfer may be accomplished by agreement between two (2) International Flight Attendants from different International bases. The Flight Attendants may be required to possess the same equipment/service qualifications and/or the same language qualification. The mutual transfer may be accomplished based on:
  - a. pre-arranged agreement between the two (2) Flight Attendants without Company assistance, or
  - b. a Company arranged match of transfer requests filed by individual Flight Attendants requesting mutual transfer.
- 2. A Flight Attendant who desires a mutual transfer shall submit a transfer request form to the Crew Resources Department at the General Office, indicating a desire for a mutual transfer with Company assistance, or by pre-arranged agreement, if applicable.
- 3. When a transfer match is made, those Flight Attendants desiring the mutual transfer shall be notified by the Company, and such transfer shall be effective on the first day of the next contractual month, as defined in the Basic Agreement.

- 4. If either Flight Attendant rescinds such transfer request upon notification, the mutual transfer is voided. The Flight Attendant(s) rescinding such transfer will, for a period of six (6) months following the rescission, be restricted from effecting any mutual transfer arranged by the Company pursuant to paragraph 1.b. above. Notwithstanding such rescission and restriction, during the six (6) months the Company will:
  - a. at either Flight Attendant's request, list and maintain the Flight Attendant's stated desire for mutual transfer via any and all means normally provided to Flight Attendants requesting mutual transfer, and/or,
  - b. continue to process any request of either Flight Attendant for mutual transfer provided such transfer has been arranged without Company assistance, in accordance with paragraph 1.a. above.
- 5. A Flight Attendant involved in a mutual transfer shall be responsible for rearranging his/her schedule to avoid trip conflicts. If the Flight Attendant cannot rearrange his/her schedule to avoid a conflict, the Flight Attendant shall be removed from the trip at the Company's option, and the Flight Attendant shall not be paid or credited for the trip removal and the monthly guarantee reduced accordingly.
  - 6. Provisions of Article 12 of the Basic Agreement shall not apply to mutual transfers.
  - 7. Refer to Article 12 of the Basic Agreement for Domestic-Filling of Vacancies.
- 8. In order to facilitate arrangement of mutual transfers, the Company will make available to Flight Attendants a list of the qualifications typically required and/or held at a particular base.

#### J. PROFFERS WHILE ON INJURY ON DUTY

- 1. Any Flight Attendant who would otherwise have been awarded a base proffer, but is unable to be awarded the proffer or report to base on the effective date because of injury on duty status, shall have a priority right to be awarded the next proffer to that base following his/her medical clearance. It is the Flight Attendant's responsibility, once medically cleared, to ensure that his/her name is on the proffer list no later than the date of posting of the next available proffer; otherwise, the Flight Attendant will be considered to have relinquished his/her priority proffer rights to such base.
- 2. If at the time of the award of the base proffer, it is known that such Flight Attendant is not able to report to base as scheduled because of injury on duty status, the next most senior eligible and available Flight Attendant on the proffer list desiring that base will be awarded the proffer.

## **ARTICLE 13 - SENIORITY GENERAL**

The provisions of Article 13 of the Basic Agreement shall apply to the International Agreement with regard to seniority.

#### **ARTICLE 14 - SENIORITY LIST**

The provisions of Article 14 of the Basic Agreement shall apply to the International Agreement with regard to seniority list.

## **ARTICLE 15 - PERIOD OF PROBATION**

The provisions of Article 15 of the Basic Agreement shall apply to the International Agreement with regard to probationary period.

### **ARTICLE 16 - REDUCTION IN FORCE**

The provisions of Article 16 of the Basic Agreement shall apply to the International Agreement with regard to reduction in force.

#### ARTICLE 17 - TRANSFER TO NON-FLYING OR SUPERVISORY DUTIES

The provisions of Article 17 of the Basic Agreement shall apply to the International Agreement with regard to transfer to non-flying or supervisory duties.

### **ARTICLE 18 - MOVING EXPENSES**

The provisions of Article 18 of the Basic Agreement shall apply to the International Agreement with regard to moving expenses.

### **ARTICLE 19 - LEAVES OF ABSENCE**

The provisions of Article 19 of the Basic Agreement shall apply to the International Agreement with regard to leaves of absence.

#### **ARTICLE 20 - MEDICAL EXAMINATIONS**

The provisions of Article 20 of the Basic Agreement shall apply to the International Agreement with regard to medical examinations.

#### **ARTICLE 21 - BULLETIN BOARDS**

The provisions of Article 21 of the Basic Agreement shall apply to the International Agreement with regard to bulletin boards.

## **ARTICLE 22 - SCHEDULING COMMITTEE**

The provisions of Article 22 of the Basic Agreement shall apply to the International Agreement with regard to Scheduling Committee.

#### **ARTICLE 23 - EMERGENCY ASSIGNMENTS**

The provisions of Article 23 of the Basic Agreement shall apply to the International Agreement with regard to emergency assignments.

## **ARTICLE 24 - COPIES OF AGREEMENTS**

The provisions of Article 24 of the Basic Agreement shall apply to the International Agreement with regard to copies of the Agreement.

#### **ARTICLE 25 - EXCHANGE OF TRIPS**

The provisions of Article 25 of the Basic Agreement shall apply to the International Agreement with regard to exchange of trips.

## **ARTICLE 26 - SICK LEAVE**

The provisions of Article 26 of the Basic Agreement shall apply to the International Agreement with regard to sick leave.

#### ARTICLE 27 - BEREAVEMENT/PERSONAL EMERGENCY LEAVE

The provisions of Article 27 of the Basic Agreement shall apply to the International Agreement with regard to be reavement/personal emergency leave.

#### ARTICLE 28 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES

The provisions of Article 28 of the Basic Agreement shall apply to the International Agreement with regard to dispute resolution and grievance procedures.

#### ARTICLE 29 - SYSTEM BOARD OF ADJUSTMENT

The provisions of Article 29 of the Basic Agreement shall apply to the International Agreement with regard to System Board of Adjustment.

### **ARTICLE 30 - GENERAL**

Provisions of Article 30 of the Basic Agreement shall apply to the International Operation with regard to General, with the following additions:

# A. EARLY RETIREMENT BENEFITS FOR FLIGHT ATTENDANTS RETIRING AT OR AFTER AGE 45, BUT BEFORE AGE 55.

The provisions of Article 30.A. of the Basic Agreement shall apply.

#### B. NO DISCRIMINATION

The provisions of Article 30.B. of the Basic Agreement shall apply.

#### C. PERSONNEL FILE

The provisions of Article 30.C. of the Basic Agreement shall apply.

## D. BULLETIN BOARD AND APFA USE OF FLIGHT ATTENDANT MAIL BOXES

The provisions of Article 30.D. of the Basic Agreement shall apply.

# E. APFA LOCK BOX

The provisions of Article 30.E. of the Basic Agreement shall apply.

#### F. CREW LOUNGES

The provisions of Article 30.F. of the Basic Agreement shall apply.

### G. ACCESS TO POLICIES AND PROCEDURES

The provisions of Article 30.G. of the Basic Agreement shall apply.

### H. MEDICAL CLEARANCE

The provisions of Article 30.H. of the Basic Agreement shall apply.

## I. AIRCRAFT ACCIDENT-SURVIVOR MEDICAL CARE

The provisions of Article 30.I. of the Basic Agreement shall apply.

#### J. NOTIFICATION OF ACCIDENT OR INCIDENT

The provisions of Article 30.J. of the Basic Agreement shall apply.

\*K. INTERNATIONAL GREW MEALS \*The provisions of these paragraphs have been waived by the Restructuring Participation Agreement dated May 1, 2003.

- 1. Crew Meals on Flights Less Than Eight (8) Hours. On International flights less than eight (8) hours, the provisions of Article 30. K. of the Basic Agreement shall apply.
- 2. Crew Meals on Flights of Eight (8) Hours or More. On International flights of eight (8) hours or more and on long-range flights and extended-long-range flights, each working and deadheading Flight Attendant will be provided crew meals. Such meals shall contain Business Class entrees on a Main Cabin tray setup.

#### L. CREW REST SEAT/CREW REST

#### 1. Flights Under Seven (7) Hours Scheduled Flying Time

- a. On flights of under seven (7) hours scheduled flying time, when time permits, provided all scheduled in-flight services are completed and passenger needs are met, a Flight Attendant will be permitted to take in flight rest in a Flight Attendant or cockpit Jumpseat, or, if available, a passenger seat, aisle side, in the last row of Coach class, provided that there are no passengers seated in the row
- b. The in-flight rest period shall not exceed fifteen (15) minutes and one Flight Attendant at a time will be permitted to take in-flight rest in a passenger seat as referenced in a. above, provided each cabin zone is monitored by another Flight Attendant and passenger needs and requests continue to be fulfilled.
- c. Flight Attendants may eat, drink or read during the designated in-flight rest period.
- d. Guidelines regarding in-flight rest in a passenger seat as referenced in a. above are set out in Appendix ZZ, Letter-I.

# 2. Flights Seven (7) Hours or More But Less Than Eight (8) Hours Scheduled Flying Time

a. On flights of seven (7) hours or more but less than eight (8) hours scheduled flying time, when time permits, provided all scheduled in-flight services are completed and passenger needs are met, a Flight Attendant will be permitted to take in-flight rest in:

- (1) Flight Attendant or cockpit Jumpseat, or
- (2) if available, a passenger seat, aisle side, in the last row of Coach class, provided that there are no passengers seated in the row, or
- (3) if available, a Crew Rest Seat as defined in 3. below, provided there is no passenger in the adjacent Crew Rest Seat.
- (4) "Z-Blocking" procedures for delaying assignment of a passenger seat(s) or Crew Rest Seat(s) on aircraft so equipped, for in-flight rest per this paragraph 2. are set out in Appendix ZZ, Letter-II.

- b. The in-flight rest period will not exceed thirty (30) minutes and one Flight Attendant at a time will be permitted in-flight rest in a passenger seat as referenced in a. (2) above, provided each cabin zone is monitored by another Flight Attendant and passenger needs and requests continue to be fulfilled.
- c. On 777 aircraft equipped with crew bunks, Flight Attendants will be permitted up to thirty (30) minutes in-flight rest in the bunk module. The "Z-Blocking" procedures outlined in L.2.a.(4). of this Article shall not apply.
- d. Flight Attendants may eat, drink or read during the designated in-flight rest period. Guidelines regarding in-flight rest in a passenger seat as referenced in a. (2) above are set out in Appendix ZZ, Letter-I.

## 3. Flights Eight (8) to Twelve (12) Hours Scheduled Flying Time

- a. On flights of eight (8) hours or more but not exceeding twelve (12) hours scheduled flying time, Flight Attendants will be permitted to take forty-five (45) minutes of inflight rest in a designated Crew Rest Seat/Bunk.
- b. The Purser will be responsible for the coordination and scheduling of specific in-flight rest periods for each working Flight Attendant. The Purser will schedule in-flight rest periods taking into consideration the services scheduled.
- c. The Company will provide four (4) curtained off "crew rest seats," for Flight Attendants on International flights of eight (8) hours or more scheduled flying time, as follows:
  - (1) On 767-300ER aircraft, four (4) crew rest seats, adjustable and reclining, with headrests and footrests, will be located in a closed off area, with a heavy privacy curtain, in a non-smoking area of the passenger cabin. Parameters and guidelines used in the design, location and amenities of the Crew Rest Seats are set out in Appendix ZZ, Letter-IX.
  - (2) The provisions of c.(1). above shall not apply to 767 aircraft configured for Hawaii flying. Crew rest accommodations on 767 Hawaii aircraft are set out in Appendix ZZ, Letter-X.
- d. On 777 aircraft, in lieu of c. above, the Company will provide four (4) crew bunks.
- e. Flight Attendants may eat, sleep, read, watch video, listen to stereo, etc., during their in-flight rest period.
- f. Guidelines for retrofitting existing aircraft and equipping transitioning aircraft with crew rest seats are set out in Appendix ZZ, Letter-VIII.

# 4. Flights Over Twelve (12) Hours to Fourteen Hours Thirty Minutes (14:30) Scheduled Flying Time (Long-Range Flying)

- a. On long-range flights, in lieu of the rest seat(s) provided in 3.c. above, the Company will provide the following accommodations:
  - (1) on 777 aircraft, four (4) crew bunks;
  - (2) on other aircraft, four (4) curtained reclining/sleeper seats.

- b. On flights over twelve (12) hours to fourteen hours thirty minutes (14:30) scheduled flying time, Flight Attendants will be permitted to take two (2) hours of in-flight rest in a designated Crew Rest Seat/Bunk. On a long-range round trip sequence, if either the inbound or the outbound leg of such long-range sequence is less than twelve (12) hours scheduled flying time, in-flight rest on the leg that is less than twelve (12) hours may be reduced to one (1) hour thirty (30) minutes.
- c. The Purser will be responsible for the coordination and scheduling of specific in-flight rest periods for each working Flight Attendant. The Purser will schedule in-flight rest periods taking into consideration the services scheduled.
- d. Flight Attendants may eat, sleep, read, watch video, listen to stereo, etc., during their in-flight rest period.

# 5. Flights Over Fourteen Hours Thirty Minutes (14:30) Scheduled Flying Time (Extended-Long-Range Flights)

- a. On extended-long-range International flights which exceed fourteen hours thirty minutes (14:30) scheduled flying time, in lieu of the rest seats provided in 3.c. above, the Company will provide the following accommodations:
  - (1) on 777 aircraft, four (4) crew bunks;
  - (2) on other aircraft, four (4) curtained reclining/sleeper seats.
- b. On extended-long-range international flights which exceed fourteen hours thirty minutes (14:30) scheduled flying time, Flight Attendants will be permitted to take three (3) hours of in-flight rest. The Purser may extend the in-flight rest according to the available time and service requirements of the flight.
- c. The Purser will be responsible for the coordination and scheduling of specific in-flight rest periods for each working Flight Attendant. The Purser will schedule rest periods taking into consideration the services scheduled.
- d. Flight Attendants may eat, sleep, read, watch videos, listen to stereo, etc., during their in-flight rest period.

## 6. Crew Rest Accommodations

- a. Procedures in case of malfunction of the Crew Rest Seats/Bunks as provided in 3., 4. and 5. above, are set out in Appendix ZZ, Letter-VI.
- b. The Company and APFA will meet to discuss the design of crew rest accommodation for existing and future aircraft falling within International crew rest parameters.
- c. The Company will provide comparable accommodations for any future aircraft brought into the fleet.

# M. BENEFITS FOR FLIGHT ATTENDANTS IN THE EVENT OF TERRORISM OR SABOTAGE

The provisions of Article 30.M. of the Basic Agreement shall apply.

#### N. PASSPORTS/VISAS/INOCULATIONS

The Company shall bear the expenses of passports and visas necessary for Flight Attendants assigned to the International Operation, and the expense of necessary inoculations given at Company designated locations or at Company medical facilities.

#### O. MAILING OF PAYCHECKS

The Company will, upon request, mail regular paychecks to Flight Attendants in the International Operation. Flight Attendants requesting such service shall pay the Company a six dollar (\$6) annual service charge, and provide the Company with twenty-four (24) addressed, pre-stamped envelopes. The envelopes shall show the Flight Attendant's name and employee number.

### **ARTICLE 31 - UNION SECURITY**

The provisions of Article 31 of the Basic Agreement shall apply to the International Agreement with regard to union security.

#### **ARTICLE 32 - HEALTH AND SAFETY COMMITTEES**

The provisions of Article 32 of the Basic Agreement shall apply to the International Agreement with regard to the Flight Attendant Health and Safety Committees.

#### **ARTICLE 33 - NO STRIKE - NO LOCKOUT**

The provisions of Article 33 of the Basic Agreement shall apply to the International Agreement with regard to no strike - no lockout.

#### **ARTICLE 34 - PURSER POSITIONS**

The provisions of Article 34 of the Basic Agreement shall apply to the International Operation with regard to Premium Paid Positions with the following modifications:

## A. PURSER POSITIONS

The Company will establish on all single-aisle and on all multi-aisle widebody equipment utilized in the International Operation a number one (1) Flight Attendant position which shall be known as the Purser position. In general, the duties and qualifications of the Purser position as outlined in Article 34 of the Basic Agreement, shall apply to the Purser Position. Such position shall be compensated in accordance with Article 3.M. of this Appendix.

- 1. Assignment. A Purser shall be assigned on all aircraft utilized in the International Operation.
- **2. Duties and Responsibilities.** The provisions of the Basic Agreement, Article 34.A.2., shall apply.
- 3. Selection: Criteria for Proffer/Trigger Training. The provisions of the Basic Agreement, Article 34.B.1., B.2., and B.3., shall apply.

## 4. Proffer of Purser Training

**a. General.** The provisions of the Basic Agreement, Article 34.B., shall apply with the following modifications:

## b. Purser/Language Qualification Proffer(s)

- (1) The Company may issue a Purser proffer requiring that Flight Attendants awarded/drafted to such proffer possess a specific foreign language qualification under the following restrictions:
  - (a) there is an operational need, as determined by the Company;and
  - (b) the proffer is at an International base which is flying the A-300 aircraft on International routes requiring a foreign language qualification and the A-300 continues to require a dual qualified Purser; and
  - (c) the specified number of the proffer includes slots for non-language qualified Flight Attendants.
- (2) Proffer slots for Purser positions requiring a language qualification(s) shall be awarded in seniority order to those Flight Attendants on the Purser Standing Proffer List who possess such language qualification.
- **5. Systemwide Purser Trigger Training.** The provisions of the Basic Agreement, Article 34.B.5., shall apply.
- **6. Training/Qualification.** The provisions of the Basic Agreement, Article 34.B.6., shall apply.
- 7. Initial (First Year) Bidding Obligation. The provisions of the Basic Agreement, Article 34.B.6.c., shall apply.
- **8. Vacation Variance.** The provisions of the Basic Agreement, Article 34.B.7., shall apply.
- **9. Voluntary Coverage for Open Purser Positions.** The provisions of the Basic Agreement, Article 34.B.8., shall apply.
  - **10. Reserve.** The provisions of the Basic Agreement, Article 34.C., shall apply.
- 11. Reserve Purser Proffers. The provisions of the Basic Agreement, Article 34.D, shall apply.
- **12. Bid Denial/Reserve Drafting Pay Protection.** The provisions of the Basic Agreement, Article 34.E., shall apply.
- **13.** Resignation from Purser Qualification. The provisions of the Basic Agreement, Article 34.F., shall apply.
- **14. Purser Equipment Proffers.** The provisions of the Basic Agreement, Article 34.G. shall apply.

### **ARTICLE 35 - GROUP LIFE AND HEALTH BENEFITS**

The provisions of Article 35 of the Basic Agreement shall apply to the International Agreement with regard to group life and health benefits.

## **ARTICLE 36 - RETIREMENT BENEFIT PLAN**

The provisions of Article 36 of the Basic Agreement shall apply to the International Agreement with regard to retirement benefit plan.

## **ARTICLE 37 - EFFECT ON PRIOR AGREEMENTS**

The provisions of Article 37 of the Basic Agreement shall apply to the International Agreement with regard to effect on prior agreements.

## **ARTICLE 38 - DURATION**

This International Agreement shall run concurrently with the Basic Agreement and subject to the provisions of Article 38 thereof.

APPENDIX I LETTER-I

March 23, 1994

Ms. Denise C. Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Dear Denise:

During the course of the negotiations which lead to the Agreement effective March 23, 1994, the Company and APFA discussed the subject of language qualified Flight Attendants entering the International Operation after December 2, 1986 by virtue of language assignment or language proffer.

In the event language qualified International Flight Attendants, as described above, whose assigned International Base ceases to require any foreign language for which such Flight Attendant is qualified, such Flight Attendant will be transferred to the Domestic Operation effective with the start of the next contractual month, irrespective of their lock-in obligation as provided in Appendix I, Article 11.A.2. and 3. In the event of such transfer, such Flight Attendant(s) would be treated like any other Domestic Flight Attendant for purposes of readmission to the International Operation. However, such Flight Attendant shall not be transferred to the Domestic Operation if the Flight Attendant has sufficient seniority to retain a position in the International Operation at that base.

Very truly yours,

Jane G. Allen Vice President Employee Relations

# APPENDIX I LETTER-II

November 18, 1979

Ms. Kathy Knoop, President Association of Professional Flight Attendants 2008 East Randol Mill Road Suite 102 Arlington, Texas 76011

Dear Ms. Knoop:

During the course of the negotiations which led to the Agreement effective November 18, 1979, the subject of MAC flying was discussed.

Effective upon ratification, International flight attendants may be assigned to an airlift operation or popup MAC trips which the Company may find necessary or expedient to accept on a day to day basis. Time permitting, such assignments shall be offered in order of seniority displacing the flight attendants from their scheduled trip or trips, if necessary.

The Company shall, however, invoke the provisions of Appendix E, MAC Supplement, and establish a MAC Operation in the event a full term schedule of such flying is contracted.

Flight attendants who are assigned to the operation under this provision shall be covered by the insurance benefits provided in Article 8 of the Supplemental MAC Agreement.

Very truly yours,

P. A. Smythe Senior Director Employee Relations

## **APPENDIX J**

September 23, 1981

Ms. Patt A. Gibbs, President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76039

Dear Ms. Gibbs:

This is to confirm that the Letter of Agreement concerning the Flight Attendant duties-supervisor, originally ratified May 11, 1971, is being renewed.

This will confirm that a Flight Attendant supervisor during the course of an observation ride, or any other time a supervisor is on board a flight (except when assigned to work as a Flight Attendant), will not perform Flight Attendant duties, except in cases of emergency.

Very truly yours,

P. A. Smythe Director-Employee Relations (Flight)

### **APPENDIX K**

September 23, 1981

Ms. Patt A. Gibbs, President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76039

Dear Ms. Gibbs:

This is to confirm that the Letter of Agreement concerning the language training, originally ratified May 4, 1976, is being renewed.

If the Company elects to require Haitian-Creole speaking Flight Attendants on flights to and from Haiti, the Company will proffer to any qualified French-speaking Flight Attendant(s) in the International Operation the opportunity to be trained in the Haitian-Creole language. Further, if there are no qualified French-speaking Flight Attendant(s) in the International Operation who desire this training, the Company will then proffer the training in the Haitian-Creole language to any Domestic qualified French-speaking Flight Attendant(s). The examination to determine if a Flight Attendant is a qualified French speaker will be administered at Company expense by an outside language expert(s) determined by the Company. If the Flight Attendant(s) are not qualified French speakers, the Company may hire new employees with the required language qualification.

If insufficient International or Domestic qualified French-speaking Flight Attendant(s) accept the training or do not qualify in speaking the Haitian-Creole language, upon completion of training, the Company may hire new employees with the required language qualification.

The Company reserves the right to select the appropriate language training school that will determine if the Flight Attendant(s) are qualified at the end of the training.

Very truly yours,

C. A. Pasciuto Vice President Employee Relations

## **APPENDIX L**

September 23, 1981

Ms. Patt A. Gibbs, President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76039

Dear Ms. Gibbs:

This is to confirm that the Letter of Agreement concerning Flight Attendant work rules in the charter operation, originally ratified May 4, 1976, is being renewed.

During the course of the negotiations that led to the Agreement effective May 4, 1976, the subject of charter flying was discussed.

This letter will confirm that in the event the Company plans to establish a separate charter operation, representatives of the Company and APFA shall meet to negotiate specific Flight Attendant work rules applicable to such charter operations.

Very truly yours,

C. A. Pasciuto Vice President Employee Relations

## **APPENDIX M**

June 30, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Dear John:

This will confirm that if American Airlines, Inc. ("American") is acquired by an affiliate company of American Airlines, Inc. or of AMR Corp., such transaction will create a "Successor" within the meaning of Article 1.B.1.a. of the AA/APFA Agreement.

Sincerely,

Sue Oliver Senior Vice President Human Resources

#### **APPENDIX N**

September 23, 1981

Ms. Patt A. Gibbs, President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76039

Dear Ms. Gibbs:

This is to confirm that the Letter of Agreement concerning the provisioning of food for Flight Attendants on specific SFO charter flights dated May 4, 1976 is being renewed.

In view of certain peculiarities on some charter flights between San Francisco and the Hawaiian Islands, effective June 1, 1976, the Company will provision food for consumption by Flight Attendants assigned as working crew members on such flights.

The provisioning of food will be in addition to meal expenses as provided in Article 4 of the Basic Agreement, but shall in no way constitute an agreement to provide food on any other Domestic, International or charter flights.

Very truly yours,

C. A. Pasciuto Vice President Employee Relations

#### **APPENDIX O**

November 18, 1979

Ms. Kathy Knoop, President Association of Professional Flight Attendants 2008 East Randol Mill Road Suite 102 Arlington, Texas 76011

Dear Ms. Knoop:

This will confirm that flight attendants traveling on a Class "D" space available pass may occupy an available flight attendant jump seat on a first come-first served basis, pursuant to the Company's administrative procedures.

Very truly yours,

P. Underwood Senior Director Flight Service

|  |  | APPENDIX P   |
|--|--|--|
|  |  | April 8, 2002  |
| Mr. John Ward<br>President<br>Association of Profession<br>Flight Attendants<br>1004 W. Euless Blvd<br>Euless, TX 76040-5018 | nal  |  |
|  | Re: Average Trip Selection (Utilization)   |  |
| Dear John,   |  |  |
|  | build trip selections, on a system wide basis, at<br>nd seventy-eight hours (78:00) International as its<br>nonth. |  |
|  |  | Sincerely,   |
|  |  | Lorraine Mase-Hecker<br>Director<br>Employee Relations |
| Agreed to by:  |  |  |
| John Ward<br>President, APFA   | Date   |  |

#### **APPENDIX Q**

November 9, 1983

Mr. Bruno Paluk President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76039

Dear Mr. Paluk:

This will confirm my statements to you that should American resume service to Rio de Janeiro, Brazil, the provisions of the arbitration award dated August 12, 1982 from Mr. James Harkless shall apply in all respects.

Very truly yours,

C. A. Pasciuto Vice President Employee Relations

## **APPENDIX R**

April 8, 2003

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd Euless, TX 76040-5018

Re: Deletion of Part-Time References

Dear John,

As part of the Restructuring Participation Agreement, the parties agreed to delete all part-time references found on page 132, in Article 9-LETTER-III\* of the 2001 AA/APFA Collective Bargaining Agreement. These deletions are a result of the elimination of the Part-Time Program, effective May 1, 2003.

All other provisions in Article 9-LETTER-III\* of the 2001 AA/APFA Agreement remain in effect.

|                                | Sincerely,   |  |
|--------------------------------|--|--|
|                                | Lorraine Mase-Heck<br>Director<br>Employee Relations |  |
| Agreed to by:                  |  |  |
| Date John Ward President, APFA |  |  |

<sup>\*</sup>The reference to Article 9-Letter-III has been moved to APPENDIX LL.

# APPENDIX S FOREIGN NATIONAL AGREEMENT

ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

Presidential Grievance No. SS-0090-1990-APFA-002

AMERICAN AIRLINES, INC.

RE: Staffing of International Routes

#### PRESIDENTIAL GRIEVANCE SETTLEMENT

This document (the Settlement) will confirm the settlement of the above referenced dispute between the Association of Professional Flight Attendants (APFA) and American Airlines, Inc. (the "Company") concerning the staffing of international routes. Furthermore, the parties agree that this Settlement and the negotiations which produced it were not entered into or held within the context of Section 6 of the Railway Labor Act.

On March 16, 1990, APFA filed a Presidential Grievance. The controversy and positions of the parties are stated more fully in the grievance and the reply from the Company. The Company and APFA have engaged in extensive discussions and, while still preserving their respective positions on all issues, including arbitrability, agree that the following terms and conditions are a reasonable and equitable method for resolving this particular dispute. It is understood that this Settlement is non-precedential. With these understandings, APFA and the Company agree as follows:

## LIMITATIONS ON COMPANY USE OF FOREIGN NATIONALS

- 1. The Company will not use foreign-based, non-APFA-represented Flight Attendants (referred to in this Settlement as "foreign nationals") on any of its flights except to the extent permitted by this Settlement.
- 2. The Company will not use foreign nationals to fly to or from any U.S. gateway city (which includes any city in the U.S. or Puerto Rico), except that the Company may use Latin American-based foreign nationals to fly to or from Miami to the extent allowed herein.
- 3. The Company will not use foreign nationals for any domestic U.S. flying, or for any international flying through Miami to any destination outside of Central and South America.
- 4. The Company will not assign foreign nationals to work as crew members on APFA-staffed flights, nor will APFA Flight Attendants work as crew members on foreign national-staffed flights, except in cases of emergency, such as to prevent cancellation of a flight due to lack of FAA minimum crew, or in circumstances which could not reasonably have been foreseen, such as, but not limited to, unavailability of scheduled Flight Attendants because of illness, accident, or act of God. The use of mixed crews will occur only when there is insufficient time or ability to obtain replacements.
- 5. The Company will not use foreign nationals as a Chase or Interpreter on any APFA-staffed flights. The Company may assign foreign national trainees to APFA-staffed flights in order to satisfy the trainees' initial operating experience requirement, provided that the trainees are assigned over and above the APFA Flight Attendant crew complement.

- 6. Subject to the restrictions imposed by this Settlement, the Company may use foreign nationals on all foreign point to foreign point flying.
- 7. In the event that the company elects to use APFA Flight Attendants on any leg not exclusively committed to APFA Flight Attendants under this Settlement, such use shall not preclude the Company, at its discretion, from subsequently redesignating such flying to foreign nationals, provided such redesignation is consistent with the caps set forth in this Settlement.
- 8. The Company will assign flying over its Central and South American routes as follows:
  - (a) All legs to or from Central America and any U.S. gateway city other than Miami, and all legs to or from South America and any U.S. gateway city other than Miami shall be flown exclusively by APFA Flight Attendants.
  - (b) APFA Flight Attendants exclusively shall be used for flying these legs:

Miami-San Jose, Costa Rica San Jose, Costa Rica-Miami Miami-Guatemala City, Guatemala Guatemala City, Guatemala-Miami Miami-Caracas, Venezuela Caracas, Venezuela-Miami Miami-Rio de Janeiro, Brazil Rio de Janeiro, Brazil-Miami

- (c) APFA Flight Attendants will be assigned all Miami-Buenos Aires legs in excess of seven (7) round trips per week. As Buenos Aires based Flight Attendants are utilized for increased intra-Latin American flying after September 1, 1990, the Company will, to the extent that Buenos Aires based Flight Attendants can continue to be scheduled to their monthly flying maximums, phase in additional Miami-Buenos Aires flying for APFA Flight Attendants, until APFA Flight Attendants fly at least 50% of the Miami-Buenos Aires legs.
- (d) The Company, at its discretion, has the right to assign foreign nationals all other Central and South American flying, including all Miami gateway flying not specifically designated to APFA Flight Attendants under this Settlement.
- 9. Except as stated in Paragraphs 10, 11 and 12 below, the total (worldwide) number of foreign nationals employed by the Company who are available for active line flying will be capped at 1.5% of the total number of persons on the APFA System Seniority List.
- 10. Once the total number of persons on the APFA System Seniority List increases beyond 20,000, the cap on the Company's use of foreign nationals will change as follows:

MAXIMUM NUMBER OF FOREIGN

| <br>ONCE THE NUMBER OF<br>PERSONS ON APFA<br>SENIORITY LIST<br>REACHES | NATIONALS AVAILABLE FOR<br>ACTIVE LINE FLYING (EXPRESSED<br>AS A % OF PERSONS ON APFA<br>SENIORITY LIST) |
|--|--|
| 20,001   | 2.0%   |
| 22,500   | 2.5%   |
| 25,000   | 2.75%  |

- 11. The cap set forth in Paragraphs 9 and 10, above, does not include three hundred thirty-one (331) Flight Attendant positions in South America, which reflects the number of Latin American based Flight Attendants already designated for hiring as of the date of this Settlement as a product of the purchase of the Latin American route authority from Eastern Airlines. These Flight Attendants shall be based exclusively in Latin America. This number will change to three hundred ninety-four (394) Flight Attendants based exclusively in Latin America once the total number of persons on the APFA System Seniority List has reached 25,000, and will continue not to be included in the cap set forth in Paragraphs 9 and 10, above.
- 12. The Company agrees not to use European-based foreign nationals. However, this restriction no longer applies (a) once APFA's total International flying hours have increased by at least 15% over the total APFA international flying hours in the month of June, 1990, or (b) as of January 1, 1992, whichever occurs first. All other restrictions on foreign national flying will remain applicable to the use of European based foreign nationals.
- 13. The Company will provide APFA each month the number of foreign nationals employed and copies of the monthly bid sheets for each foreign base. In addition, if the Company begins to use European-based foreign nationals under Paragraph 12 (a), the Company will provide APFA with the number of APFA International flying hours relied on by the Company.

### **GALLEY PAY**

- 14. (a) Effective the first contractual month after ratification of this Settlement, the Company will increase galley pay to \$1.75 for all International wide-body galley positions.
  - (b) Effective the first contractual month after ratification of this Settlement, the Company will increase galley pay to \$1.25 for all Domestic wide-body galley positions, except that as to the DC-10 lower lobe galley, the Company will increase galley pay to \$1.75.
  - (c) All bid galley positions will now be worked by galley Flight Attendants, and as to (a) and (b) above, all other provisions of Article 3.M. of the Basic and Supplemental International Agreements shall continue to apply.

### LANGUAGE SPEAKERS

- 15. The Company elects to increase foreign language premium pay from \$.0.75 per hour to \$1.25 per hour. All other provisions of Article 3.N. of the Basic and Supplemental International Agreements will continue to apply. This election will be implemented at the same time as Paragraph 14.
- 16. The Company agrees to pay foreign language premium pay to all qualified speakers who are on the Company's speaker list and who complete any leg that requires language speakers as a working crew member. This language premium will be paid without regard to the maximum number of speakers required on that leg. Chase and deadheading Flight Attendants shall not receive foreign language premium pay.
- 17. (a) The Company will initiate training proffers for Flight Attendants who wish to become qualified for a specific foreign language. The proffers will be made by division, by base, and by system, respectively, as the Company's language staffing requirements dictate. Flight attendants interested in becoming language qualified in the language which is proffered will be provided a list of approved language courses. Flight attendants who are awarded the training proffer who successfully complete language training at an approved course, who pass the Company's proficiency test, and who agree to the applicable language lock-in provided in the Basic and Supplemental International agreements will receive full tuition reimbursement for such language training. The Company agrees to inform any Flight Attendant who is

considering foreign language training whether that training will qualify for reimbursement prior to commencement of such training.

- (b) Beginning on the date of ratification of this Settlement and continuing up to and including the six (6) month anniversary of that date, the Company will offer a language bonus of five hundred dollars (\$500) to any Flight Attendant who (I) expresses written interest in response to that offer during that period, (ii) has not previously identified himself/herself to the Company as a language speaker, (iii) passes the Company's proficiency test, and (iv) agrees to the applicable language lock-in under the Basic and Supplemental International Agreements. In no case shall any Flight Attendant be entitled to more than one (1) language bonus. Any Flight Attendant who is awarded this language bonus will not be eligible, in addition, for reimbursement for language training under Paragraph 17(a) of this Settlement for the same language entitling the Flight Attendant to such language bonus.
- 18. On January 1, 1991, January 1, 1992, and October 1, 1992, the Company agrees to permit the number who proffer, but no more than 5% of the language speakers in each language at each base with ten (10) or more years of occupational seniority, to resign their qualification, with the exception of those Flight Attendants serving a language lock-in or reserve obligation. In the event that the 5% calculation does not produce a whole number [i.e., a number less than one (1) or a number consisting of a whole number plus a fraction], that number shall be raised to the next whole number. Consistent with this, the minimum number of Flight Attendants with ten (10) or more years of occupational seniority permitted to resign in each language at each base pursuant to this sub-paragraph shall be one (1). If more than 5% of language speakers in each language at each base with ten (10) or more years of occupational seniority give notice of their intent to resign, resignations shall be awarded in order of occupational seniority up to the 5% limitation. Such Flight Attendants must give notice of their intent no later than October 1, 1990, October 1, 1991, and July 1, 1992, respectively. The parties will meet and confer concerning the results of these three occurrences and the methods for describing a specific methodology for future years. Should there be no agreement by the parties as a result of those meetings by October 30, 1992, the provisions of (b), below, shall apply.
  - (b) Should there be no agreement by October 30, 1992, as stated in (a), above, the Company thereafter agrees to offer, at least annually, a procedure that will permit language speakers at each base in each language an opportunity to give six (6) months notice to the Company of their desire to resign their language qualification. To the extent that the language staffing requirements of the specific base, as determined by the Company, permit language resignations, such language resignations will be awarded in order of occupational seniority at the base. In no case will a language resignation be awarded to a Flight Attendant serving a language lock-in or reserve obligation at the time of the award.
  - (c) Speakers who resign a language obligation under either (a) or (b), above, will be permitted to requalify subject to the applicable language lock-ins contained in the Basic and Supplemental International Agreements. Flight attendants resigning their language qualification under (a) or (b), above, who have insufficient seniority to remain in the International Operation will be considered to have resigned from International.
- 19. Domestic or International flights assigned to APFA Flight Attendants requiring a foreign language will be staffed according to the numbers set forth in the Basic and Supplemental international Agreements, except that the Company may specify the mix of languages required on a route based on marketing considerations. Consistent with the foregoing, MD-11 aircraft (Domestic and International) will be staffed with language speakers in the same numbers as the B-747.

20. The Company has the right to build monthly trip selections with an unlimited number of positions or combination of positions, and to draw any number of combination of foreign language speaking Flight Attendants from any such monthly trip selection up to the maximum complement described in the Basic and Supplemental International Agreements. In circumstances where the first class cabin of a widebody International trip is staffed with a bid Purser position and a bid first class cabin position, the Company will not build a trip selection consisting of only a bid first class cabin position that requires a language qualification. All other provisions of Article 11 in the Basic and Supplemental International Agreements shall continue to apply. For example, the Company may do the following:

### **EXAMPLE**

An International 767-300 trip selection

- 11 Positions for Bid
- 3 Foreign Language Speakers Required

| Trip S | Sel.#1 Trip S | Sel. #2 Trip Sel. | el. #3 Trip   | Sel. #4   |
|--------|---------------|-------------------|---------------|-----------|
| Prem   | ium/ Busin    | ess/ Galley       | /Galley/ Coad | ch/Coach/ |
| First  | : Busin       | ess Galle         | ey Coad       | ch/Coach  |
| [Requ  | ıires [Requ   | ıires             | [Req          | uires     |
| one (  | 1) one (      | (1)               | one           | (1)       |
| langu  | age langı     | ıage              | lang          | guage     |
| speak  | ker] spea     | ker]              | spe           | aker]     |

- 21. In recognition of this Settlement, the APFA agrees that upon ratification of this Settlement it will withdraw, with prejudice; the above-referenced Presidential Grievance SS-0090-1190-APFA-002. Furthermore, the Company and APFA mutually agree that, upon ratification, each will withdraw, with prejudice, the litigation commenced by each relating to this dispute, which litigation is presently pending before the U.S. District Court for the Northern District of Texas, Ft. Worth Division, and which is styled as, respectively, American Airlines, Inc., v. Association of Professional Flight Attendants, Civil Action No. CA4 90-337E, and as Association of Professional Flight Attendants v. American Airlines, Inc., which action was originally commenced in the Southern District of Florida as Civil Action No. 90-1117, and which subsequently was transferred to the Northern District of Texas, Fort Worth Division.
- 22. The APFA agrees to submit this Settlement to its members for ratification, that time is of the essence in the ratification process, and that APFA will therefore expedite that process to the maximum degree possible under the APFA Constitution and By-Laws. The APFA and the Company agree that this Settlement is a mutually acceptable resolution of the underlying dispute. The APFA therefore commits that it will use its best efforts to promote its ratification. The APFA further understands that if this Settlement is not ratified, that such failure to ratify will result in a withdrawal of all offers of settlement by the Company, and consequently the Company will take all steps necessary to staff its flights in accordance with its beliefs as to its rights.

The terms and conditions of the Basic Agreement, the Supplemental International Agreement and all other agreements between the parties shall remain in full force and effect except to the extent inconsistent herewith. Without waiving either party's position with regard to whether the System Board of Adjustment otherwise would have jurisdiction to hear and decide the issues contained herein, the parties agree that the System Board, to be constituted and to act in accordance with the provisions of Articles 28 and 29 of the Basic and the Supplement International Agreements, shall have jurisdiction for purposes of deciding any controversy between the Company and the APFA over the interpretation or application of this Settlement. In the event such a controversy arises, the Company will not assert in any forum that controversy is not arbitrable on the grounds that the System Board lacks jurisdiction

or that this paragraph is unenforceable on jurisdictional grounds. The provisions of Article 38 of the Basic and Supplemental International Agreements are incorporated herein by reference.

AGREED TO THIS 8TH DAY OF JUNE, 1990

Cheryle A. Leon President Association of Professional

Flight Attendants

Ralph P. Craviso Vice President Employee Relations American Airlines, Inc.

\_\_\_\_\_

Karen A. Chenault
Secretary
Treasurer
Association of Professional
Flight Attendants

# 329 AMERICAN AIRLINES

APPENDIX S LETTER-I

June 8, 1990

Ms. Cheryle A. Leon President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040

RE: Supplemental Understanding Relating To June 8, 1990 Settlement Agreement On Foreign National Flight Attendant Staffing

### Dear Cheryle:

This will confirm the supplemental understandings reached by the undersigned during the course of negotiations which led to the execution of the above referenced Settlement Agreement dated June 8, 1990. These specific understandings, each of which relate to the Settlement Agreement, provide as follows:

1. Subject: Company's Use of Supervisors

Nothing in the Settlement Agreement in anyway restricts the Company's right to use any of its supervisors in any function permitted under the applicable provisions of the AA-APFA Basic and Supplemental International Agreements.

2. Subject: Use of Mixed Crews

For purposes of Paragraph 4 of the Settlement Agreement relating to the use of mixed crews, deadheading Flight Attendants are not considered to be in a working status and, therefore, are not included within the restrictions set forth in Paragraph 4.

3. Subject: Pool of Language Qualified Flight Attendants

The Company and APFA agree to meet and discuss the establishment of a pool of language qualified Flight Attendants for purposes of reducing language bid denials.

4. Subject: Language Training Proffers

The Company and APFA agree that circumstances may exist pursuant to Paragraph 17(a) of the Settlement Agreement wherein a Flight Attendant is awarded a training proffer, successfully completes training, passes the Company's proficiency test, but due to insufficient seniority, is unable to begin the applicable language lock-in. In the event that any such circumstance arises, the Company and APFA agree to meet and develop an appropriate resolution.

# 5. Subject: APFA's Obligation to Company During Ratification

APFA commits that it will not direct or authorize any action by its agents or representatives inconsistent with its efforts to promote ratification of the Settlement Agreement.

Very truly yours,

Ralph P. Craviso Vice President Employee Relations American Airlines, Inc.

AGREED TO THIS 13TH DAY OF JUNE, 1990

\_\_\_\_\_

Cheryle A. Leon
President
Association of Professional
Flight Attendants

### APPENDIX S LETTER-II

April 8, 2003

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd Euless TX 76040-5018

Re: Impact of Restructuring Participation Agreement on Appendix S of the Collective Bargaining Agreement

Dear John.

This letter confirms our understanding regarding the impact of the Restructuring Participation Agreement between American Airlines and the APFA on Appendix S of the 2001 Collective Bargaining Agreement (CBA).

Notwithstanding paragraph 14 of Appendix S of the 2001 CBA, the parties agree that international galley pay will be reduced to \$0.88 per hour. Additionally, domestic galley pay will be reduced to \$0.63 per hour.

It is further agreed that notwithstanding Article 11.G, Appendix I, Article 11.I and paragraph 16 of Appendix S of the CBA, the Company will provide foreign language pay for language of destination only and for required speaker positions only. The provisions of Article 11.C and Appendix I, Article 11.C of the CBA continue to apply.

All other provisions of Appendix S will remain in full force and effect.

|                           |      | Sincerely,                  |
|---------------------------|------|-----------------------------|
|                           |      |                             |
|                           |      | Lorraine Mase-Hecker        |
|                           |      | Director Employee Relations |
|                           |      |                             |
| Agreed to by:             | Date |                             |
| John Ward President, APFA |      |                             |

## APPENDIX S LETTER-III

January 29, 2002

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Re: Language Speaker Pay

Dear John:

This letter confirms that, notwithstanding the provisions of Article 11.G. and Appendix I, 11.G. of the AA/APFA Agreement, a Flight Attendant will be paid the foreign language pay outlined in Article 3.N. and Appendix I, 3.N. rather than the provisions of Appendix S, paragraph 15.

Sincerely,

Robin Dotson Managing Director Employee Relations

### **APPENDIX T**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Appendix T

Dear John:

Appendix T will be discontinued 60 days following implementation of the agreement dated September 12, 2001.

In order to ease the administrative burden of pass distribution, while at the same time enhancing the pass allotment for the majority of Appendix T recipients, this letter confirms our understanding that Appendix T Flight Attendants will be provided a pass allotment, effective 60 days following implementation of the agreement dated September 12, 2001, as follows:

A total of eight (8) round trip passes per calendar year for use by the employee and eligible family members.

Flight Attendants who exceeded eight (8) round trip passes during the 2001 distribution will retain the number they received in 2001 and will continue to receive the same number of passes each year for as long as their family members remain eligible. In addition, Flight Attendants currently on Appendix T status will continue to remain eligible, under the previous Appendix T pass allotment provisions, for more than a total of eight (8) round trip passes per calendar year in future years.

Flight Attendants selecting Appendix T after the effective date of the Agreement, continue to remain eligible for all benefits under the Retirement Benefits Plan (including all amendments) under Article 36.

Very truly yours,

#### **APPENDIX U**

June 30, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Presence of Union Observer During Company Security Department Investigative Interviews

Dear John:

As you know, Flight Attendants are not permitted to have union representative during investigative interviews by the Company's Security Department. As part of our joint effort to promote a mutually respectful and trusting working relationship, effective today, the Company will permit a union representative to be present as a silent observer during Company Security Department investigative interviews in accordance with the terms specified in this Letter.

Specifically, Flight Attendants covered by the AA/APFA Agreement who are interviewed by a Company Security Department representative as part of a Company Security Department investigation may, upon request by the Flight Attendants, have an APFA representative present during such interview to act in the role of a silent observer.

Should it be impossible for an APFA representative to be available or if an APFA representative cannot be readily available upon request, (within one (1) hour) the Company's Security Department will not be required to delay the interview. In such circumstances, a Flight Attendant who is being interviewed by the Company Security Department may (1) request the presence of another Flight Attendant who is covered by the AA/APFA Agreement, who is available within one (1) hour, and who is not also being interviewed, to act in the role of a silent observer, or (2) request a brief consultation with an APFA representative by phone prior to the interview. A Flight Attendant who elects to consult with an APFA representative by phone will be provided, generally 5-10 minutes, to speak privately with an APFA representative prior to the interview. Although such Flight Attendant's luggage and other personal possessions will remain with the Flight Attendant, he/she and her/his luggage and other personal possessions must remain in plain view of the Security Department representative during the private phone consultation to ensure the integrity of all evidence is preserved.

Should a silent observer be present during the company Security Department's investigative interview, such silent observer, whether an APFA representative or another Flight Attendant, may not interfere with or impede the investigation and/or interview. If a silent observer fails to comply with the terms of this Letter, the Company will exclude the silent observer from the area in which the investigation and/or interview is being held and the Company will continue with the process.

In the event that the Company concludes that problems have developed for the Company as a result of its permitting an observer to be present during Security interviews, the Company will notify the APFA of such problems and the parties will attempt to resolve them. The Company retains the right to modify or cancel this Letter in the event problems persist that cannot be resolved to the satisfaction of the Company.

Very truly yours,

## **APPENDIX V**

June 30, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Second APFA Representative as Scribe at Article 31.R. Meetings - Test Extension

### Dear John:

We are agreeable to extending the test of allowing a second APFA representative at Article 31.R. meetings for the sole purpose of taking notes, on a non-precedent basis, for an additional one (1) year trial period, effective June 30, 2001. This test is offered in the spirit of cooperation recognizing that, as always, the presence of an APFA representative, either as a Flight Attendants' designated representative or as a silent scribe, will in no way interfere with the conduct of the meeting, nor may the APFA's decision to add a second APFA representative as a scribe delay the meeting.

As with all such trials, this will not establish past practice. Should problems develop for the Company as a result of it permitting a scribe at Article 31.R. meetings, the Company will notify the APFA of such problems and the parties will attempt to solve them. The Company retains the option to discontinue the trial prior to the end of the trial period, in the event that problems persist which cannot be resolved to the satisfaction of the parties.

We hope that the continuation of this trial proves successful for both parties. If you have any questions, please let me know.

Very truly yours,

### **APPENDIX W**

July 13, 2000

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Administration of Article 6.O.\* (Personal Vacation Days)

Dear John:

During the course of the negotiations that led to the Agreement effective September 12, 2001, the subject of personal vacation days was discussed and agreed to (Article 6.O\*).

Should the administrative procedures and not the substantive provisions contained in Article 6.O.\* regarding personal vacation days for cockpit crews be changed, those same agreed to procedures will be applied to Flight Attendants, unless otherwise agreed to by the Company and the APFA.

Very truly yours,

<sup>\*</sup> The reference to Article 6.O. (Personal Vacation Days) was changed to 6.N. in the Restructuring Participation Agreement dated May 1, 2003.

## **APPENDIX X**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Minimum Number - Purser Trigger Training Classes

Dear John:

This letter will confirm our agreement that for purposes of Article 34.B.5, Trigger Training, twenty (20) Flight Attendants who bid to trigger Purser training system-wide and pass the objective exam shall constitute the "minimum number" required for the conducting of a Purser Trigger Training Class. In the event that this minimum number should increase, the Company will meet and confer with the APFA regarding such increase.

Sincerely,

### **APPENDIX Y**

July 3, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Language Resignation Proffers

Dear John,

The following confirms our understanding with regard to future language resignation proffers under Paragraph 18 of the June 8, 1990 Presidential Grievance Settlement between the Company and the APFA concerning the staffing of International routes, Grievance No. SS-0090-1990-APFA-002 (the "Settlement").

- 1. Standing language resignation proffer: A standing language resignation list will be established by the Company and will be updated by those Flight Attendants desiring to resign a specific language qualification. Consistent with the operation of other standing proffer lists, the standing language resignation list will be purged semi-annually. The Company will notify Flight Attendants after each purge of the list, and before each proffer, to allow for updating of Flight Attendant preferences. The placement by a Flight Attendant of her/his name on a standing resignation list in no way alters the minimum requirements (e.g., minimum seniority, lock-in status) necessary to be awarded a language resignation.
- 2. Annual language resignation proffer: The Company will proffer system-wide notice of language resignations on September 1 of each year. The deadline to proffer a language resignation will be September 30, with resignations effective with the November contractual month. The Company will establish the number of language qualified Flight Attendants who will be permitted to resign a language qualification according to operational needs, however, the number will not exceed five percent (5%) of the qualified Flight Attendants in each language at each base. Additionally, a Flight Attendant desiring to resign a language must have ten (10) or more years of occupational seniority and may not be serving a language lock-in. Language resignation proffer awards will be made in seniority order, by base, from among those proffering Flight Attendants with ten (10) or more years occupational seniority and who are not serving a language lock-in.
- 3. Additional language resignation proffers: The Company may, at its option, proffer additional language resignations, from time to time, at specific bases. These additional proffers will be posted for a minimum of twenty-one (21) days, with resignations effective with the contractual month following the proffer awards. The Company will establish the number of language qualified Flight Attendants who will be permitted to resign a specific language qualification at a specific base according to operational needs. Language resignation proffer awards will be made in seniority order from among those proffering Flight Attendants with ten (10) or more years of occupational seniority and who are not serving a language lock-in.
- 4. The provisions of this letter will remain fully in effect, unless and until the Company and the APFA mutually agree to modify the provisions.

Very truly yours,

### **APPENDIX Z**

June 30, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Dear John:

We write to confirm the following agreement made between the Association of Professional Flight Attendants ("APFA") and the AMR Corporation ("AMR") and between APFA and American Airlines, Inc. ("American") in the negotiations leading to the September 12, 2001 APFA -AA collective bargaining agreement (the "Agreement").

AMR agrees that it is an Affiliate of American and that it is bound by Article 1 of the Agreement in the same manner as American. Any disputes among APFA, American and/or AMR that arise out of grievances or that concern the interpretation or application of this letter or Article 1 of the Agreement will be determined through final and binding arbitration before the APFA-American System Board of Adjustment pursuant to Article 1.B.6. of the Agreement. AMR expressly agrees to be subject to Article 1.B.6. in all respects.

Sincerely,

Donald J. Carty Chairman of the Board and President AMR Corporation

Sue Oliver Senior Vice President Human Resources American Airlines, Inc.

Agreed to this date: July 10, 2000

John Ward
President
Association of Professional
Flight Attendants

AGREEMENT
between
AMERICAN AIRLINES, INC.
and
Flight Attendants
in the service of
AMERICAN AIRLINES, INC.
as represented by
Association of Professional Flight Attendants

**THIS LETTER OF AGREEMENT** is made and entered into by and between American Airlines, Inc. ("Company") and Association of Professional Flight Attendants (Association), as the certified collective bargaining representative of the Flight Attendants ("the Employees").

WHEREAS, the Company and the Association, on March 31, 2003, reached an agreement on modifications to the collective bargaining agreement(s) covering these employees; and

WHEREAS, the Company is also attempting to reach agreements on modifications to its collective bargaining agreements with other unionized work groups on the property; and

WHEREAS, if the Company reaches ratified agreements on modifications to its collective bargaining agreements with all unionized work groups on the property on or before April 15, 2003, the Company will establish a profit sharing bonus arrangement (the "Plan") that will allow its employees the opportunity described below to share in the Company's future financial recovery; and

**WHEREAS**, the Company and the Association are committed to the principle that the Employees, in light of the above referenced modifications to the collective bargaining agreement(s), should participate in the Plan;

**THEREFORE**, the parties to this Letter Agreement hereby agree as follows:

- 1. If the Company reaches ratified agreements regarding modifications to its collective bargaining agreements with all unionized work groups on the property on or before April 15, 2003, the Company will establish the Plan in order to make discretionary contributions on behalf of the Employees. The Plan shall include the elements outlined below. Any and all payments under the Plan will be subject to the Company's discretion and contingent upon and calculated based on substantial improvements in the financial performance of the Company, as discussed below.
- 2. The effective date of the Plan will be the day following the date of ratification of the last modified labor agreement with a unionized labor group on the American property.
- 3. Subject to the attainment by American of the annual pre-tax income threshold set forth in Paragraph 4, below, the Plan will share with all of American's employees a total of 15% of American's pre-tax income above that threshold.
- 4. In order for there to be any payout under the Plan for any given year, the Plan payout threshold will be \$500 million of American's pre-tax income that year, excluding accounting adjustments or extraordinary or unusual items, and payouts will be based only on incremental income above this threshold.

- 5. The Plan allocation among the Employees in each of the participating labor groups will be based on a definite predetermined formula for allocating the contributions made to the plan which will be determined by the Company, in consultation with each such group.
- 6. Any payout under the Plan will be made no later than April 15th of the year following the year's profits on which the payout is based. Contributions to the Plan on behalf of the participants will be in cash, subject to the annual plan limitations under the Internal Revenue Code and other governing laws for profit sharing arrangements. Plan monies shall not be considered pensionable pay for purposes of calculating an employee's benefits under the Company's pension plans.
- 7. The Plan will be in addition to the Equity Plan described in a separate Letter of Agreement.

**IN WITNESS WHEREOF**, the parties have signed this Letter of Agreement this 31st day of March, 2003.

Lorraine Mase-Hecker
Director, Employee Relations
American Airlines, Inc.

John Ward
President

President
Association of Professional Flight Attendants

### **APPENDIX BB**

February 25, 1998

Ms. Denise C. Hedges President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76040-5018

### Dear Denise:

As we discussed, I am pleased to advise you that effective March 1, 1998, the flight attendant parking policy will be changed as follows:

- 1. All flight attendants, local based and commuting, shall receive a Company paid parking permit at:
  - (a) such flight attendant's base; or
  - (b) the American or American Eagle station of the flight attendant's choice. At base stations with multiple airports, stickers or permits may be issued for one (1) or all locations upon request. If insufficient permits are available to provide one for each flight attendant desiring them, permits will be assigned in system seniority order at each issuance date.
- 2. To the extent that a flight attendant does not receive a permit as provided in paragraph 1. above, then the Company will reimburse the flight attendant for parking expenses up to the amount of the cost of such permits at the flight attendant's base. For example, a flight attendant is based at DFW and desires a parking permit at SAN. Permits are not available at SAN. The flight attendant is entitled to be reimbursed for parking expenses up to an amount equal to the cost of parking permits at the flight attendant's base, which is DFW.
- 3. To the extent that a flight attendant desires to purchase a second parking permit, such purchase will be permitted. The Company will pay for the less expensive of the two permits that the flight attendant receives. For example, a MIA based flight attendant has a DFW permit, but also desires a MIA parking permit. The flight attendant can obtain both permits, and the Company will pay for the less expensive of the two.

The new policy matches the policy in place for the pilots. A detailed comparison of the old and new parking policy is attached for your convenience.

We are very pleased to make these changes which out flight attendants have indicated are very important to their work environment.

Sincerely,

Jane G. Allen Vice President Flight Service

Attachment

cc: S.M. Oliver

R. Pritchett

P. B. Klecka

### APPENDIX BB

February 25, 1998 Continued

### **Current Parking Policy**

- 1. a. All flight attendants shall be provided an employee parking lot pass by the Company at one (1) AAL station of their choice, either near their residence or at their assigned crew base.
- b. For flight attendants commuting from multiple airport base locations (i.e., DCA, NYC), each airport is considered as an independent location, so flight attendants are asked to choose the airport at which they want to park.
- 2. At an airport over which AA has no control and no discretion regarding the allocation and assignment of employee parking, and where the airport governing authority at that airport denies the issuance of parking permits to all employees not specifically and actively employed at that particular airport, the Company shall not be obligated to provide an employee parking lot pass at that airport to such employee.
- 3. At an airport which has employee parking, but charges a higher fee for flight attendants not actively assigned to that station, the Company shall bear the higher cost of such parking if the flight attendant designates that station as their choice for employee parking.

## **New Parking Policy**

- 1. All flight attendants shall receive a Company paid parking permit at either:
  - a. Such flight attendant's base; or
- b. The American or American Eagle station of the flight attendant's choice. At base stations with multiple airports, stickers or permits may be issued for one (1) or all locations upon request. If insufficient permits are available to meet the demand from the flight attendants requesting them, then permits will be assigned in system seniority order at each issuance date.
- 2. To the extent that a flight attendant does not receive a permit as provided in paragraph 1. above, then the Company will pay for parking expenses up to the amount of the cost of such permits at the flight attendant's base.
- 3. To the extent that a flight attendant desires to purchase a second parking permit, such purchase will be permitted. The Company will pay for the less expensive of the two permits that the flight attendant receives.

### **APPENDIX CC**

May 3, 1995

Ms. Denise C. Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Re: Random Drug and Alcohol Testing Notification

Dear Ms. Hedges:

This will confirm our understanding that should new guidelines be established between American Airlines and APA as they relate to the scheduling of random drug and/or alcohol tests for cockpit crew members who have exceeded their daily on duty period maximums, or to alcohol testing program, rules, policies, procedures, compensations formulas and/or additional compensation, such guidelines will be extended to Flight Attendants so as to provide analogous benefits and protections.

In addition, in the future, should the Company plan to modify or change the alcohol testing program, rules, and/or procedures, the Company will meet with APFA and discuss such modification and/or changes before they go into effect.

Very truly yours,

### **APPENDIX DD**

January 29, 1994

Ms. Denise C. Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Re: Article 4 - Expenses

Dear Ms. Hedges:

This will confirm our understanding that the insertion of the phrase "and incidentals" after the word "meals" throughout Article 4 of the Agreement between American Airlines, Inc., and the Association of Professional Flight Attendants will have no adverse impact, including income taxes, on Flight Attendants.

Very truly yours,

## **APPENDIX EE**

January 29, 1994

Ms. Denise C. Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Re: Duty Free Sales

Dear Ms. Hedges:

This will confirm our agreement that Flight Service will assist APFA in contacting Duty Free vendors for purposes of discussing Flight Attendant Duty Free incentive programs.

Very truly yours,

### **APPENDIX FF**

December 15, 1994

Ms. Denise C. Hedges President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76040

RE: COMPANY'S RELEASE OF OPEN TIME

Dear Ms. Hedges:

This will confirm that during the course of negotiations which led to the Agreement effective January 27, 1995, the Company and the APFA reached agreement on the subject of the Company's release of Open Time.

Consistent with current practice, the parties have clarified the following with regard to the release of Open Time which develops prior to or during a contractual month, the Company may:

- (1) Release such Open Time; or
- (2) Promptly assign such open time to a Flight Attendant(s) who has an obligation to fly Open Time as provided in this Agreement, e.g., Article 9.C.4.d., 9.E., 9.L., 9.P.

The parties further clarified that it was not their intention that two (2) Open Time Lists be maintained by the Company, i.e., one list which is available to Flight Attendants and a second list that is reserved solely for the use of Crew Schedule.

Very truly yours,

### **APPENDIX GG**

December 15, 1994

Ms. Denise C. Hedges President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76040

RE: UNDEFINED SCHEDULING TERMINOLOGY

Dear Ms. Hedges:

This will confirm our understanding that during the course of negotiations which led to the Agreement effective January 27, 1995, the Company and the APFA made reference to certain scheduling terminology in the text of both the Basic Agreement and Appendix I which are referenced in the Flight Attendant portion of the Company's Crew Resources Training Manual, but are not specifically defined in the Basic Agreement or Appendix I. Those terms are: "carry-over trip sequence"; "projection (PROJ)"; "pay projection (PPROJ)"; and "schedule projection (SPROJ)." The Company and the APFA are in agreement that the use of these terms is intended to conform with the Flight Attendant portion of the Company's Crew Resources Training Manual and the established meanings of these terms as of this date.

Very truly yours,

### **APPENDIX HH**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Increased Flexibilities for Deadheading Flight Attendants

### Dear John:

This letter confirms our agreement reached during the course of negotiations regarding a trial program of deadheading flexibilities and options for Flight Attendants. These are the details as we agreed:

### A. Waiver of Deadhead on Origination

With Crew Schedule approval, a regularly scheduled Flight Attendant may waive her/his originating deadhead to a Domestic crew base city (satellite or co-terminal) within the 48 contiguous states.

- The Company will take into consideration its operational needs on the day of such scheduled deadhead.
- 2. Such a waiver may not create an illegality with a Flight Attendant's schedule.
- 3. The Flight Attendant is responsible for her/his own transportation to the crew base city (satellite or co-terminal).
- 4. A Flight Attendant choosing to waive a deadhead to a layover city must advise the Crew Hotel Desk as soon as possible if s/he needs the hotel room that was secured for her/him. If the Flight Attendant chooses not to use the hotel room, then s/he must update her/his temporary phone number with a current contact number.
- 5. If the scheduled deadhead is to a layover city, then the Flight Attendant is also responsible for her/his transportation to the layover hotel. The Flight Attendant would also be responsible for any hotel waits or additional hotel charges due to an early hotel arrival.
- 6. The Flight Attendant needs to be at the crew base city (satellite or co-terminal) airport no later than one (1) hour prior to the scheduled departure of the first working leg of the trip sequence.
- 7. For deadhead on origination to a layover, flight time pay and credit will begin as if the Flight Attendant flew on her/his scheduled deadhead trip.
- 8. For deadhead on origination to a same day flying assignment, the Flight Attendant is on her/his own for all purposes (transportation, pay, etc.); however, the Flight Attendant's applicable guarantee is protected.

- 9. On-duty limitations and TAFB expenses will begin one (1) hour prior to the scheduled departure of the first working leg of the trip.
- 10. A Flight Attendant requesting such a waiver must do so no later than 1600 local base time the day prior to the scheduled deadhead by contacting Crew Schedule (based on automation). Flight Attendants will be notified (based on automation) either "yes" or "no" no later than 2000 local base time the day prior, unless prevented from doing so by operational emergencies.
- 11. This waiver is not available for probationary Flight Attendants, reserve Flight Attendants, or Flight Attendants working VMC trip sequences (except an International trip sequence when deadheading on a Domestic leg.)
- 12. International Flight Attendants may request to waive their originating deadhead flight when the deadhead is to another International crew base city (satellite or co-terminal) within the contiguous 48 states.
- 13. When a Flight Attendant chooses to waive the deadhead in accordance with the procedures above, all normal missed trip procedures apply.
- 14. A Flight Attendant who chooses to waive a deadhead to a layover city is also considered to have waived any required legal rest for that layover city.
- 15. Once Crew Schedule has approved a waiver of deadhead on a particular trip sequence(s), that Flight Attendant may not subsequently trip trade or trip drop that trip sequence(s).

### B. Waiver of Deadhead on Termination

A Flight Attendant with a trip sequence that has a deadhead which is scheduled to terminate at her/his home base may request to waive her/his deadhead under the following procedures:

- 1. The request must be made to Crew Schedule/Crew Tracking.
- 2. If such request is approved, the Flight Attendant will travel at her/his own expense except for the existing Letter of Agreement dated 1/29/94 between Denise Hedges and Jane Allen regarding misconnects or cancellations. This Letter of Agreement will be expanded to include illegalities and substitution of equipment.
- 3. In the above application, TAFB expenses conclude at the actual termination of the last working leg of the trip sequence.
- 4. This option will also be available to reserve Flight Attendants (excluding reserves on a VMC sequence) when the deadhead is immediately prior to a scheduled DFP on the Flight Attendant's schedule.

### C. Miscellaneous

The Company and the APFA will monitor the program for a full one (1) year period from the date of implementation. During the first year of implementation, after discussion with the APFA, the Company may make modifications to promote the success of the deadhead deviation procedures. No later than thirty (30) days after the end of that one year period the parties will meet to discuss the results of the program. After consultation with the APFA, the Company will have the ability to discontinue some or all of the above procedures if the procedures are not successful (e.g., if the number of missed trips substantially increases due to these new procedures.) The parties may also agree to expand the program, e.g., to non-crew base cities,

non-allocated deadheads, if mutually agreed upon. Expansion of the procedures would not include expanding eligibility to reserves and Domestic VMCs. If some or all of the deadhead deviation procedures are retained after the first year, refinements to improve the success/administration of the procedures may be implemented after consultation and cooperation with the APFA.

Very truly yours,

### **APPENDIX II**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Request to Deadhead and Exceed On-Duty Limitations, Article 7.M; Appendix

I, Article 7.Q. - Programming Enhancements

### Dear John:

This letter is to confirm our understanding that should future programming enhancements permit, a Flight Attendant electing the provisions of the Article 7.M or Appendix I, Article 7.Q., "Request to Deadhead and Exceed On-Duty Limitations", may further elect to waive the at-home legal rest following the originally scheduled but unflown deadhead flight(s) to base, and instead be scheduled for at-home legal rest following her/his actual deadhead flight(s) to base.

The Company will advise the APFA when and if this programming enhancement is completed. At that time, the following language will be added to the above referenced Articles:

- 1. A Flight Attendant electing to waive her/his on-duty limitation to deadhead home early may, at her/his option, waive the legal at-home rest following the originally scheduled deadhead flight(s) and be scheduled instead for legal at-home rest according to the actual deadhead flight(s). If, by such a waiver, a Flight Attendant becomes legal and available for a sequence from which s/he had been removed due to an illegality related to the original deadhead flight(s), e.g., legal break, Crew Schedule will, at Flight Attendant request, restore said sequence to the Flight Attendant activity record, if such requested sequence is still available.
- 2. In no instance will a Flight Attendant receive less than the applicable minimum legal at-home rest following her/his sequence as actually flown, including deadheading.

Very truly yours,

### **APPENDIX JJ**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Availability Self-Plot

Dear John:

During the course of negotiations that led to the Agreement dated September 12, 2001, the Company and the APFA agreed to the following procedures with respect to availability self-plot.

We have discussed the provisions of Article 9.C.4.d. of the AA/APFA Agreement, which states:

"Notwithstanding paragraph c. above, open time which exists at the beginning of the month, as well as open time which develops during the course of the month, may be assigned, to the extent possible, to Flight Attendants on "available" days. However, the Company shall not preplot replacement Flight Attendants on Variable Staffing trip sequences seventy-two (72) hours or less prior to the day of departure of such trip sequences."

We have also discussed and agreed that in any situation where Crew Schedule pre-plots a trip on a Flight Attendant's schedule, best efforts should be used to give as much notice as possible to those Flight Attendants.

As in the past, during this extension, the call-in times as provided in Article 9.C.4.c. and Appendix I, 9.C.4.c. for Flight Attendants with AVBL days will be expanded, as provided below.

Flight Attendants with AVBL days as described in Article 9 and Appendix I, Article 9 may call AVRS to self-plot a trip sequence for the next day between 0500 and 1200 local base time. Since this is a real time system, AVRS self-plot will replace the current manual HISEND message system used to request a trip sequence the day prior to a day of availability. Availability Flight Attendants who have not self-plotted on a trip sequence or been released by Crew Schedule prior to 1200 local base time, will be assigned a trip sequence if one is available. This will enable proffers of make-up as early as 1200, while at the same time ensuring that availability Flight Attendants receive a trip assignment if one is available. An availability Flight Attendant who has not self-plotted a trip sequence prior to 1200 should contact Crew Schedule between 1200 and 1400 to confirm his/her assignment.

Availability Flight Attendants who are terminating a trip sequence the day prior to a day of availability, and have been assigned a trip sequence by Crew Schedule (AV) between the hours of 1200 and 1400 local base time may request a different trip if another trip is available, according to the following schedule:

Domestic - 1200 - 1500 local base time International - 1200 - 1630 local base time

NOTE: Flight Attendants on a duty-free period (DFP) or on any schedule day off (DO) who have been assigned a trip sequence by Crew Schedule (AV), may not request a different trip.

Should operational or system needs require, the Company may temporarily discontinue access to the AVRS automated self-plotting system. If such a circumstance develops, the APFA and Flight Attendants will be promptly notified and AVBL Flight Attendants will be required to contact Crew Schedule directly for assignment until self-plotting is reactivated.

Very truly yours,

#### **APPENDIX KK**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless. TX 76040

Re: Self Sign-Up for Annual Recurrent Training (EPTs/RDTs)

Dear John,

This letter will confirm our discussions regarding procedures which will govern the scheduling of annual recurrent training (EPTs/RDTS) effective January I, 2002.

A Flight Attendant is expected to attend training during her/his base month. Within certain guidelines, s/he may attend training in either the prior month or the following month ("grace" month). This information, and the procedures detailed herein, will be clearly communicated to Flight Attendants on the monthly bid sheet and via Flight Attendant electronic mail ("HI6"). Additional reminders and alerts of pending training will be sent to Flight Attendants via HI6 at the start of the month prior to each individual Flight Attendant's base month and prior to the start of the monthly trip selection bidding period for her/his base month. These changes will be implemented as automation/programming can be completed.

### 1. Base Month

After trip selection bids are initialized for her/his base month, and throughout her/his base month, a Flight Attendant may self sign-up for training on an automated, first-come, first-served, basis. For enrollment requests by Flight Attendants received after the fifteenth (15th) day of the contractual month, the Company is under no obligation to "overbook" a Flight Attendant in a class which is full. Early enrollment is encouraged.

### 2. Prior to Base Month

A Flight Attendant may elect to attend training in the month prior to her/his base month. However, self sign-up will not be available. A Flight Attendant desiring training in the month prior to her/his base month may contact the Training Support Desk for enrollment in any class during the first five (5) training days. Following the fifteenth (15th) day of the contractual month prior to her/his base month, the Flight Attendant may contact the Training Support Desk for enrollment in any remaining class with an open training slot(s).

### 3. Grace Month

A Flight Attendant who has neither scheduled nor completed her/his training prior to the initialization of trip selection bids for her/his grace month, except if s/he was unable to attend training in her/his base month due to vacation, illness, injury or personal or operational emergency, will be assigned to a training class during her/his grace month. Assignments to a training class in the grace month will be made within seventy-two (72) hours following trip selection bid initialization. Assignments will be made in reverse order of seniority on the first unscheduled day off (DO) which has an open training slot. Self sign-up is not available for the grace month. However, Flight Attendants may trade a training slot assigned in a grace month with another Flight Attendant or an open training slot. The provisions of Article 6.M.,\* "Change In Training Assignment Due To Conflict With Vacation", will continue to apply.

## 4. Inability to Attend Training During Base Month

A Flight Attendant who was unable to attend training during her/his base month due to vacation, illness, injury or personal or operational emergency, and who will therefore attend training during her/his grace month, will not be assigned to a training slot in her/his grace month. However, s/he must contact the training department to enroll in an open training slot. Such enrollment will be on a first-come, first-served basis, however the training department will make every reasonable attempt to accommodate the Flight Attendant in her/his desired training slot during her/his grace month.

## 5. No Change to Base Month

A Flight Attendant attending training in either the month prior to his/her base month or the month following his/her base month shall retain the original base month for the following year.

### 6. Annual Review of Procedures

The Company and the APFA will meet to review the procedures outlined in this letter prior to the start of annual recurrent training in each succeeding year beginning with calendar year 2002. Unless mutually agreed at such meeting to alter or withdraw the above procedures, this letter will be self-renewing.

Very truly yours,

<sup>\*</sup> The reference to Article 6.M., Change in Training Assignment Due to Conflict With Vacation, was changed to 6.L. in the Restructuring Participation Agreement dated May 1, 2003.

APPENDIX LL

March 28, 2002

Mr. John Ward President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76040-5018

Re: Vacation/<del>Part-Time\*</del> Relief Flying ("Pilot" Relief Bidding) Article 9.C.2.a.(1) and Appendix I, 9.C.2.a.(1)

Dear John,

During the course of negotiations that led to the Agreement effective September 12, 2001, the Company and the Association of Professional Flight Attendants reached agreement on the following procedures for Vacation/<del>Part-Time\*</del> Relief Bidding.

- 1. Vacation/<del>part-time\*</del> relief selections will contain only one (1) Flight Attendant's name and the dates encompassed by the vacation.
- 2. Planned Vacations of less than ten (10) days will not be posted for bid.\*\*
- 3. Flight Attendants on the planned reserve list will not have their vacation or part-time\* selections posted for bid.
- 4. Flight Attendants bidding onto reserve who have their vacation or part-time\* posted for relief bid will have their relief deleted.
- 5. Flight Attendants will be permitted to bid for vacation/<del>part-time\*</del> relief selections on their electronic monthly bid ballot.
- 6. After the awarding of all trip selections, the Company will strive to build vacation/<del>part-time\*</del> reliefs to seventy-three (73) hours Domestic, seventy-six (76) hours International, by augmenting the vacation/<del>part-time\*</del> relief selection with other open time and/or available days as provided in Article 9.C.4.a.
- 7. Multiple reliefs of a single trip selection will be permitted.
- 8. Should there be insufficient Flight Attendants to fill relief bids projected for a particular month, the Company may determine not to award all relief bids for vacation periods greater than ten (10) days, beginning with those selections containing the fewest number of vacation days, up to the point which there are sufficient Flight Attendants to fill such bids.

Very truly yours,

<sup>\*</sup> Part-time was deleted with the Restructuring Participation Agreement dated May 1, 2003.

<sup>\*\*</sup>This provision has been modified. Refer to Article 9.C.2.a.(1).(c).and Appendix I, Article 9.C.2.a.(1).(c)

### **APPENDIX MM**

July 27, 1998

Denise C. Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Re: Clarification to Article 9.P.2. and Appendix I, 9.P.2.

#### Dear Denise:

This is to clarify our recent understanding regarding the interpretation of Article 9.P.2. and App. I, 9.P.2. of the AA/APFA Agreement.

When a flight attendant falls under the parameters of the preamble paragraph in 9.P.2. and App. I, 9.P.2. (Misconnect, Illegality, Cancellation at Sequence Origination), Crew Schedule may choose to do one of five options, which are outlined in subsections a.-e. These options are mutually exclusive, although it is understood that choosing option "b.", "assign him/her to airport availability duty", could mean that during that availability duty, a flight attendant could be assigned to a trip sequence. Otherwise, the above understanding precludes the ability of Crew Schedule to combine options. For example, a flight attendant could not be assigned to airport availability (option "b."), be sent home at the end of the availability period with no flight assignment, and then be held available for further duty on all days originally scheduled to fly (option "d.").

It is understood that the four (4) hour airport availability period allows Crew Schedule to assign a flight attendant a trip that departs outside of that four (4) hour period, provided such flight assignment can be performed within the same on-duty period (Art. 7.R., and App. I, 7.T.). For purposes of calculating the maximum four (4) hour period of airport availability in that situation, the flight attendant will be considered to have commenced airport availability from the time of the MIC or scheduled departure time, whichever is later.

We also agreed that given the current state of technology, it is not always possible for the Company to provide Crew Schedule with the means of obtaining the information necessary to make an instantaneous determination of which option will best protect the operation once the misconnection/illegality/cancellation (MIC) has occurred on any given day. That being said, we have agreed to investigate technological advances and to work together to find ways to allow Crew Schedule appropriate information to expeditiously determine which option to choose.

In the interim, we have agreed that Crew Schedule will use its best efforts to make the determination of which option they will use with a particular flight attendant as soon a practicable. There are some irregular situations, however, (e.g., multiple cancellations caused by weather or other off schedule operations) where a quick decision is not possible. In those irregular situations only, Crew Schedule will have up to two (2) hours from the time of the MIC or scheduled departure time of the flight attendant's originating leg, whichever is later, to make the decision on which option they will elect for a particular flight attendant. No later than the end of that two (2) hour period, Crew Schedule must notify or attempt to notify the flight attendant and advise them of which option they have chosen. Should

the Company attempt to make contact with the flight attendant within that two (2) hour period but not be successful, the Company will be considered to have elected airport availability as the flight attendant's assignment.

If this is not your understanding, please let me know as soon as possible.

Sincerely,

Robin Dotson Managing Director Employee Relations

cc: S. Oliver

T. Ahern

J. Allen

M. McKee

D. Curtis

# **APPENDIX NN**

July 3, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Reserve Flight Attendant Access to Information Regarding Time Accrued Order

### Dear John:

This letter will confirm our agreement during recent negotiations concerning a Flight Attendant's access to information regarding reserve time accrued order.

In the course of writing changes to Article 10, and Appendix I, Article 10, the language of paragraph U.2.e. was removed. It is the Company's intent, when programming of the new reserve system permits, to provide each reserve Flight Attendant with access to relevant information pertaining to her/his accrued hours, qualification and days available in relation to the accrued hours, qualification and days available of other reserve Flight Attendants at the same base/division, during the same month.

It is understood and agreed that providing such information will not alter a reserve Flight Attendant's obligations as set out in Article 10, and Appendix I, Article 10.

Very truly yours,

## **APPENDIX 00**

July 29, 1998

Denise C. Hedges President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, Texas 76040-5018

Re: Procedures for Reserve Flight Attendants with Missed Trips

Dear Denise:

This is to confirm our understanding regarding the procedures applicable to flight attendants who receive a missed trip.

When a flight attendant receives a missed trip for a particular assignment, Crew Schedule will provide him/her with a choice. The first option is to be released from his/her availability obligation for the remainder of that day. If this option is chosen, then his/her guarantee will be docked for that one day only. The flight attendant will then be released until his/her next day of obligation to the Company.

The second option is to choose to remain available for the remainder of that day. In this option, Crew Schedule may, at their discretion, either: 1) assign the flight attendant another trip, 2) assign the flight attendant to airport standby, or 3) assign the flight attendant back to his/her reserve obligation for that day. If the flight attendant chooses to make him/herself available to Crew Schedule under this second option, then his/her guarantee will not be docked for that day, even if a trip is not assigned for that day.

Under both of these options, the original missed trip will remain on the flight attendants record for attendance purposes.

Please let me know if this does not reflect your understanding.

Sincerely,

Robin Dotson Managing Director Employee Relations

cc: J. Allen

M. McKee

D. Curtis

#### **APPENDIX PP**

July 6, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Article 11.E.1 - Phase-in of PVM Foreign Language Positions

Dear John.

This letter will confirm the agreement between the APFA and the Company regarding the phase-in of the program allowing for foreign language qualified positions on no more than one and three quarters percent (1.75%) of the total monthly domestic Flight Attendant ramp hours within the Domestic Operation in any given contractual month.

Pursuant to Article 11.E.1 of the Agreement:

1. Effective no earlier than January 1, 2002, PVM positions will be allocated on no more than one percent (1%) of the total monthly domestic Flight Attendant ramp hours.

For example:

Total domestic Flight Attendant ramp hours for a contractual month equals approximately: 578.644\*

One percent (1%) of the monthly domestic Flight Attendant ramp hours is approximately: 5,786

5,786 Flight Attendant ramp hours divided by the 73 hour system-wide domestic trip selection average = 79 maximum domestic language PVMS

\*Example for January 2001

- 2. Effective no earlier than the first day of the next contractual month twelve (12) months following date of signing of this Agreement, PVM positions will be allocated on no more than one and one quarter percent (1.25%) of the total monthly domestic Flight Attendant ramp hours.
- 3. Effective no earlier than the first day of the next contractual month twenty four (24) months following date of signing of this Agreement, PVM positions will be allocated on no more than one and one half percent (1.5%) of the total monthly domestic Flight Attendant ramp hours.
- 4. Effective no earlier than the first day of the next contractual month thirty (30) months following date of signing of this Agreement, PVM positions will be allocated on no more than one and three quarters percent (1.75%) of the total monthly domestic Flight Attendant ramp hours.

- 5. Pursuant to Article 11.E., the Company agrees to provide APFA on a monthly basis the total number of domestic Flight Attendant ramp hours.
- 6. Domestic language PVM bids will be built as "pure" foreign language qualified selections.

Very truly yours,

AGREEMENT
among
AMERICAN AIRLINES, INC.
and
Flight Attendants
in the service of
AMERICAN AIRLINES, INC.
as represented by
Association of Professional Flight Attendants
and
AMR CORPORATION

**THIS LETTER OF AGREEMENT** is made and entered into by and among American Airlines, Inc. ("Company" or "American"), AMR Corporation "AMR"), and Association of Professional Flight Attendants ("Association"), as the certified collective bargaining representative of Flight Attendants ("the Employees").

**WHEREAS**, the Company and the Association, on March 31, 2003, reached an agreement on modifications to the collective bargaining agreement covering the Employees; and

WHEREAS, the Company is also attempting to reach similar agreements on modifications to its collective bargaining agreements with other unionized work groups on the property; and

WHEREAS, AMR is willing to accommodate an agreement between American and the Association on modifications to the collective bargaining agreement covering the Employees by, among other things, issuing stock options to the Employees under the terms and conditions of an Equity Plan (as later defined herein), and

WHEREAS, if the Company reaches ratified agreements on modifications to its collective bargaining agreements with all unionized work groups on the property on or before April 15, 2003, AMR will implement an equity participation program ("Equity Plan") that will allow the Employees the opportunity described below to share in the Company's future financial recovery; and

**WHEREAS**, the Company and the Association are committed to the principle that the employees, in light of the above-referenced modifications to the collective bargaining agreement, should participate in the Equity Plan by means of stock options;

THEREFORE, the parties to this Letter Agreement hereby agree as follows:

- If the Company reaches ratified agreements on modifications to its collective bargaining agreements with all unionized work groups on the American property on or before April 15, 2003, AMR will establish the Equity Plan. The Employees shall participate in the Equity Plan, as established by AMR, which shall include the elements outlined below.
- 2. The grant date of the options to be issued under the Equity Plan will be the day following the date of ratification of the last modified labor agreement with a unionized group on the American property.

- The Equity Plan will allow for the grant by AMR to all unionized work groups on the American property of options for the purchase of approximately 37,880,000 shares of AMR common stock.
- 4. In order to be eligible to receive options under the Equity Plan, an employee must be on active status, or Leave of Absence with reinstatement rights, on the date on which the options are granted.
- 5. The Equity Plan options will have an exercise price equal to the price of AMR stock at the close of market on the day following the date of ratification of all modified labor agreements. The options will vest in three (3) equal installments beginning on the first anniversary of the grant. All unexercised options will expire on the tenth (10th) anniversary of the date of grant.
- 6. The number of options to be allocated to the Association will be as set forth in Attachment A.
- 7. The Association will provide AMR with an allocation statement or formula for allocation within the employee group within two weeks of the grant date of the options.
- 8. The Equity Plan will be in addition to the Profit Sharing Plan described in a separate Letter Agreement.
- 9. At all times the Equity Plan will be subject to the regulatory provisions of the Securities and Exchange Commission and The New York Stock Exchange.

**IN WITNESS WHEREOF**, the parties have signed this Letter of Agreement this 31st day of March, 2003.

| Lorraine Mase-Hecker Director, Employee Relations |
|---|
| AMERICAN AIRLINES, INC.                           |
|   |
| AMR Corporation                                   |
|   |
| <br>John Ward                                     |
| President   |
| Association of Professional Flight Attendants     |

#### **APPENDIX RR**

March 1, 1996

Ms. Denise C. Hedges President, Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76040-5018

RE: Flight Attendant Waiver - Article 12.B., Travel and Relocation Time Domestic

Transfers/International Proffers

#### Dear Denise:

This will confirm our understanding and agreement that the following procedures shall apply to the administration of the Travel and Relocation Time provisions of Article 12.B. A flight attendant awarded a Domestic Transfer or an International Proffer may waive the travel day (s) and/or the forty-eight (48) hour duty-free period associated with the Domestic Transfer or International Proffer.

A flight attendant awarded a Domestic Transfer will receive notice of the waiver option by E-mail announcing Domestic transfers have been posted. A flight attendant awarded a Domestic Transfer who desires to waive the travel days(s) and/or forty-eight (48) hour duty-free period must notify Flight Service or Crew Manning of his/her waiver at the time of the acceptance of the transfer, or if the flight attendant chooses to accept the transfer by sending a message through HISEND he/she may waive the travel day (s) and/or forty-eight (48) in the same message.

A flight attendant awarded an International Proffer will receive notice of the waiver option on the proffer notice and by E-mail at the time of the proffer award. A flight attendant awarded an International Proffer who desires to waive the Travel Day (s) and/or (48) hour duty-free period must contact Crew Manning (via HI-SEND or telephone) no later than 14 days prior to his/her report to base date, or, in the case of a shorter proffer notice period, no later than 1 / 2 the time between the proffer award notice and the report to base date to advise of his/her waiver.

A flight attendant who fails to advise the Company of his/her desire to waive the Travel and/or Relocation Time will be removed from his/her schedule in accordance with the provisions of Article 12.B.

The Parties reserve their rights and respective positions with regard to the issue of third party notification.

Sincerely,

Sue Oliver Managing Director, Employee Relations

APPENDIX SS

April 8, 2003

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd Euless, TX 76040

Re: Medical Plan Changes

Dear John,

As a result of the Restructuring Participation Agreement, the parties entered into discussions regarding non-contractual benefits associated with the medical insurance plan. This letter outlines our agreement as it relates to those discussions.

Effective May 1, 2003, monthly contributions by Flight Attendants under the current medical plans will increase in accordance with the chart below.

|      | Employee only            | Employee Plus 1          | Employee Plus 2          |
|------|--------------------------|--------------------------|--------------------------|
| M11  | \$35.22                  | \$70.24                  | \$92.92                  |
| M12  | \$26.24                  | \$52.70                  | \$70.22                  |
| M13  | \$12.04                  | \$23.88                  | \$31.36                  |
| M14  | \$0                      | \$0                      | \$0                      |
| POS  | \$33.32                  | \$66.48                  | \$99.96                  |
| HMOs | 2 x current contribution | 2 x current contribution | 2 x current contribution |

The current escalator and contribution caps will be retained, and the pilot "me too" will be eliminated.

The parties have agreed to meet no later than May 1, 2003 to discuss options for changes to the medical plan design. This redesigned plan will be implemented on January 1, 2004. If the parties cannot agree on the changes to the plan design by June 1, 2003, any remaining differences will be submitted to a (one time) expedited binding interest arbitration. The selection of an arbitrator will be mutually agreed upon. The provisions of Article 29.B.2.b. and 29.C. through 29.S. will apply unless waived by the parties. This arbitration will conclude no later than June 20, 2003 and post-hearing briefs shall be due no later than June 30, 2003. The arbitrator's decision will be issued no later than July 30, 2003.

If the resulting changes in plan design produce net savings or costs for the Company, the variances will be reflected in employee contributions.

Effective May 1, 2003, Flight Attendants will be required to meet an annual hour threshold of four hundred twenty (420) paid hours on a rolling twelve (12) month ("look-back") basis in order to be eligible for Company subsidized health benefits. The first "look-back" will take place on May 1, 2004. If a Flight

Attendant has been inactive during the twelve (12) month "look-back" period, due to injury on duty, unpaid sick, unpaid Family Leave or union leave, s/he must maintain an average of thirty-five (35) hours per active month on a rolling twelve (12) month "look-back" basis, in order to be eligible for Company subsidized health benefits.

Flight Attendants who do not meet the applicable threshold will have the option to maintain health benefits by assuming the Company's applicable portion of the cost in addition to their applicable employee contributions. The chart below shows examples of the contributions associated with the various medical plan options for Flight Attendants failing to achieve the applicable threshold.

|                 |               | Monthly         |                 |
|-----------------|---------------|-----------------|-----------------|
|                 | Employee Only | Employee Plus 1 | Employee Plus 2 |
| Medical Plan 11 | 202.61        | 404.95          | 532.71          |
| Medical Plan 12 | 198.07        | 396.18          | 521.36          |
| Medical Plan 13 | 190.97        | 381.77          | 501.93          |
| Medical Plan 14 | 184.95        | 369.83          | 486.25          |
| POS             | 201.61        | 403.07          | 536.23          |
|                 |               |                 |                 |
| Dental Plan 11  | 18.36         | 35.48           | 50.52           |
| Dental Plan 12  | 13.83         | 26.58           | 37.89           |

The above chart reflects 2003 rates and will be adjusted appropriately for future contribution changes. Flight Attendants will need to contact the Employee Services Center to determine their actual contributions based on the benefits option they choose.

Sincerely,

|                              | Lorraine Mase-Hecker<br>Director |
|------------------------------|----------------------------------|
|                              | Employee Relations               |
| Agreed to by:                |                                  |
| Date                         |                                  |
| John Ward<br>President, APFA |                                  |

APPENDIX SS LETTER-I

# APFA/AA RESTRUCTURING PARTICIPATION AGREEMENT ATTACHMENT K - 1

LETTER OF AGREEMENT
between
AMERICAN AIRLINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
AMERICAN AIRLINES, INC.
as represented by

ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

**THIS AGREEMENT** is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC. (hereinafter known as the "Company") and the FLIGHT ATTENDANTS in the service of AMERICAN AIRLINES, INC., as represented by the ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS.

IT IS HEREBY MUTUALLY AGREED that the Standard Medical and Dental Plan for Flight Attendants shall be incorporated into Article 35 of the Collective Bargaining Agreement. It is further agreed that the Medical and Dental Plan for Flight Attendants shall be the Medical and Dental Plan in effect as of May 1, 2003 including employee contributions thereto, with the following changes effective January 1, 2004:

- 1. The Major Medical benefits maximum for each active employee and dependent(s) will be increased from \$1,000,000 to \$5,000,000.
- 2. Employee contributions for the Standard Medical plans will be comprised of two (2) portions: 1) the pre-May 1, 2003 employee contributions by premium tier (EE, EE+1, EE+2) subject to the annual escalation/contribution cap and 2) a fixed supplemental employee contribution by premium tier set at 100% of the pre-May 1, 2003 employee contribution levels by premium tier, which is not subject to the annual escalation/contribution cap.
- 3. Psychotherapeutic Drugs purchased at retail pharmacies under the Standard medical plans will be covered in the same manner as any other prescription drug.
- 4. The Company agrees to provide a vision insurance plan that will be available for election beginning with the benefit election period for 2004 benefit elections. This optional insurance will be made available to the employee and her/his dependents at the Company's negotiated group rate and will be offered for the life of this Agreement.
- 5. Notwithstanding the current policy that requires proof of good health for any increase in employee coverage, the Company agrees to provide optional additional employee life insurance beginning with the benefit election period for 2004 benefit elections. During the 2004 enrollment, an employee can elect a one step increase in coverage without providing proof of good health. In future years, proof of good health will normally be required for any increases in employee coverage and, as currently provided, only one step increase will be allowed each year. This optional insurance will be made available to the employee at the Company's negotiated group rate and will be offered for the life of this Agreement.
- 6. The Company agrees to provide spousal/domestic partner and child life insurance beginning with the benefit election period for 2004 benefit elections. During the 2004

enrollment an employee can elect 1x salary for spousal/domestic partner life insurance without providing proof of good health. Higher levels of spousal/domestic partner life insurance can be elected with proof of good health. Proof of good health is never required for child coverage. In future years, proof of good health will be required for any level of spousal/domestic partner coverage and consistent with the current policy governing employee coverage proof of good health will be required for any increases in spousal/domestic partner coverage and only one step increase will be allowed each year. This optional insurance will be made available to the employee at the Company's negotiated group rate and will be offered for the life of this Agreement.

7. The Company agrees to provide an Optional Short Term Disability Plan (OSTD) for the life of this agreement. The Optional Short Term Disability Plan will provide a disability benefit up to a total salary replacement of 50% of the applicable monthly guarantee except where a statutory plan meets or exceeds 50% of the applicable monthly guarantee. OSTD Benefits will be tax free. This OSTD insurance is fully paid for by the employee and will be made available to the employee at the Company's negotiated group rate; which is determined by the insurance company and is based on the Plan's experience. If the employee does not elect to participate when first solicited during open enrollment, the carrier providing the coverage may require evidence of insurability. Employees electing to participate in the OSTD plan will be required to do so for at least two years.

The Standard medical and Dental plans will not be amended in any way that materially affects the benefits provided to, or the cost imposed on, Flight Attendants without the consent of APFA, unless the amendment is the minimum, necessary to keep the plan in compliance with applicable law or to maintain the tax-qualified or tax-exempt status of the plan to the extent that such tax status is applicable and intended by the plan's terms.

While the Company agrees to continue to monitor and urge the third party administrators to improve claims processing under the Plan, it is understood by the parties that any disputes related to plan administration and processing of claims will continue to be handled by the Pension Benefit Appeals Committee (PBAC) under the plan provision for appeals and shall not fall under the provisions of Articles 28 and 29 of the Collective Bargaining Agreement.

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement this 30th day of September 2003.

FOR THE ASSOCIATION OF PROFESSIONAL FLIGHT ATTENDANTS

FOR AMERICAN AIRLINES, INC.

Jeffrey B. Bott Vice President Michael J. Waldron Senior Principal Employee Relations

WITNESS: Lenny Aurigemma Susan M. French Patt A. Gibbs Patrick Hancock Becky Kroll WITNESS: Karen Adams Virginia Nisbet Jackie Quick Barbara Warner

# APPENDIX SS LETTER-II

September 30, 2003

Mr. Jeff Bott Vice President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

RE: Point of Service ("POS") Plan

Dear Jeff,

During the course of discussions leading to the changes to the Flight Attendant medical plan as provided for in Attachment K of the Restructuring Agreement, we agreed to continue to offer a Point of Service ("POS") Plan as a non-contractual option for the duration of the Agreement contained in this Attachment K-1 provided said plan is made available to other employees.

Additionally, psychotherapeutic drugs purchased at mail order and retail pharmacies under the POS plan will be covered in the same manner as any other prescription drug.

|                                   |      | Sincerely,   |
|-----------------------------------|------|--|
|                                   |      | Michael J. Waldron<br>Senior Principal<br>Employee Relations |
| Agreed to by:                     |      | Employee Relations   |
|                                   | Date |  |
| Jeff Bott<br>Vice President, APFA |      | <del></del>  |

# APPENDIX SS LETTER-III

**September 30, 2003** 

Mr. Jeff Bott Vice President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

RE: Health Maintenance Organization ("HMO") Plan

Dear Jeff,

During the course of discussions leading to the changes to the Flight Attendant medical plan as provided for in Attachment K of the restructuring Agreement, we agreed to continue to offer a Health Maintenance Organization ("HMO") Plan as a non-contractual option for the duration of the Agreement contained in this Attachment K-1, provided said plan is made available to other employees.

|                                   |      | Sincerely,   |
|-----------------------------------|------|--|
|                                   |      | Michael J. Waldron<br>Senior Principal<br>Employee Relations |
| Agreed to by:                     |      |  |
| Jeff Bott<br>Vice President, APFA | Date |  |

# APPENDIX SS LETTER-IV

November 4, 2003

Mr. Jeff Bott Vice President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

RE: Network Review Committee

Dear Jeff,

During the course of discussions leading to the changes to the Flight Attendant medical plan as provided for in Attachment K of the Restructuring Agreement, we agreed to create a joint Network Review Committee.

A joint APFA/AA Network Review Committee will be established to assist the company in maintaining a high quality of service from the major service providers to the Company health and welfare plans. The committee will meet a minimum of twice per calendar year. It will consist of representatives of the Association of Professional Flight Attendants ("APFA"), and may include representatives of the Transport Workers' Union ("TWU") and the Allied Pilots Association ("APA").

The Committee will meet a minimum of semi-annually with Company representatives to:

- Review and discuss quality of service issues that may arise regarding third party administrators ("TPAs") and network providers, such as availability of qualified service providers in a given area, and timely processing of claims and appeals, and
- Review and discuss new candidates for TPAs and network providers in advance of retaining new or replacement TPAs and providers.

It is agreed and understood that the scope of this committee is limited and does not include any type of review of the contracting, credentialing or the network application process used by the TPAs and network providers to select health care providers or other material considered proprietary and confidential by the TPA/providers.

|                                   | Sincerely,   |
|-----------------------------------|--|
|                                   | Michael J. Waldron<br>Senior Principal<br>Employee Relations |
| Agreed to by:                     |  |
| Date                              |  |
| Jeff Bott<br>Vice President, APFA |  |

#### **APPENDIX TT**

June 6, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, Texas 76040-5018

Re: Military Leaves of Absence

Dear John,

This will confirm our understanding that during the course of negotiations which led to the Agreement effective September 12, 2001, the Company and the Association of Professional Flight Attendants have reach certain understandings with respect to a regularly scheduled or reserve Flight Attendant who requests a military leave of absence pursuant to 38 U.S.C., Sections 4301, et seq. to attend a required monthly drill, an annual training period and any other military active duty so ordered by the Department of Defense, and for necessary travel time.

#### A. Notice and Verification

- 1. Flight Attendants must provide the Company with reasonable notice of all military leave which conflicts with their American Airlines work schedule, unless the giving of such notice is precluded by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable.
  - a. Notice of military leave should be submitted to the Company before a trip selection bids close for the following month, unless precluded by one of the exceptions above.
  - b. Late notice and notice of change should be submitted to the Company by the deadline date specified on the bid sheet header pages.
  - c. Subject to verification as provided in 2 below, a request for a required military leave period, or for a change in a previously requested military leave, which is submitted to the company after the deadline date specified on the bid sheet header pages will comply with this Agreement if accompanied by endorsed orders and a letter from the Flight Attendant's military superior officer stating the reason why notice could not be provided earlier.
  - 2. Verification of military duty will not normally be required by the Company.
  - a. When the Company does require verification, within a reasonable period of time, the Flight Attendant must provide a Leave and Earnings Statement substantiating the military duty in question.
  - b. If no Leave and Earnings Statement was issued for the military duty in question, within a reasonable period of time, the Flight Attendant must submit endorsed orders and a statement from the commanding officer of the Flight Attendant's military unit indicating that no Leave and Earnings Statement was issued to cover the military duty in question.

#### B. Vacation

- 1. A Flight Attendant may reschedule current fiscal year vacation to cover military duty provided the Company is given reasonable notice (i.e., notice must be given by the earlier of (1) the first of the month preceding the month in which the vacation is scheduled, or (2) the first of the month preceding the month in which the vacation is rescheduled). The rescheduled vacation must be taken within the current vacation fiscal year.
  - a. The vacation being rescheduled must match, to the extent possible, the number of days of military leave; and
  - b. The vacation must be taken in blocks as originally scheduled or, if the vacation was not originally split, it may be split in accordance with the provisions of Article 6.I.

Examples of rescheduling vacation for military leave:

| Military Duty Dates          | Scheduled VC           | Rescheduled VC                |
|------------------------------|------------------------|-------------------------------|
| August 10th - 16th (7 Days)  | January AB             | January AB to August AB       |
|                              | January AB and March A | March A to August B           |
|                              | January ABC            | January C to August B         |
| August 10th - 21st (12 Days) | January AB             | January AB to August BC       |
|                              | January AB and March A | January AB to August BC       |
|                              | January ABC            | January AB or BC to August BC |

- 2. A Flight Attendant may use personal vacation days (PVDS) to cover military duty. Such PVD usage may exceed the allowance specified in Article 6.0.\*
- 3. For a military leave involving four (4) or more entire contractual months, current fiscal year vacation and vacation accrued but not yet credited will be paid at the beginning of such leave, unless the Flight Attendant requests not to be paid for such vacation. In no case may a Flight Attendant defer vacation into the next vacation fiscal year.

## C. Guarantee

- 1. A Flight Attendant's guarantee will not be reduced for any military leave which does not result in the Flight Attendant's removal from a trip sequence.
- 2. The guarantee of a Flight Attendant who is removed from a trip sequence will not be reduced provided:
  - a. The Flight Attendant has complied with the Notice and Verification provisions of A. above, and
  - b. The Flight Attendant's entire military leave request for a given month is to cover consecutive days of military duty, and as a result the Flight Attendant is not removed from more than four (4) days of trips missed or more than four (4) days of reserve availability, and
  - c. The regularly scheduled Flight Attendant has proffered the equivalent number of "available" days on his or her activity record for days lost due to removal from a trip sequence for military duty.

- d. The "available" days proffered must be consecutive calendar days. If the Flight Attendant is on vacation, the "available" days can be split if they are immediately preceding or subsequent to the vacation. The Flight Attendant will also be allowed to split his or her "available" days in order to comply with the duty limitation provisions of Article 7, and Appendix I, Article 7.
- 3. The guarantee of a regularly scheduled Flight Attendant will be reduced for each day of absence due to military leave if the Flight Attendant has not proffered the equivalent number of "available" days in accordance with 2. above.
- 4. The guarantee of a reserve Flight Attendant shall not be reduced provided he or she complied with the Notice and Verification provisions of A. above.

## 5. Crediting: Flight Time Limitation Purposes

A Flight Attendant who has complied with the Notification and Verification provisions in A. above will not be credited, for flight time limitation purposes, for days of reserve availability or trips missed due to required military leave, regardless of the length of such leave.

#### 6. General

- a. A Flight Attendant who returns to active flying duty with the Company before the close of trip selection bids for the following month will be eligible to bid for a trip selection for the next contractual month.
- b. If a military leave begins in one month and extends into the following month, it will be treated under the provisions of this Agreement as if it ended in the same month in which it began.
- c. Nothing in this Appendix shall supersede, nullify, or diminish any federal or state law that establishes a right or benefit which is more beneficial to, or is in addition to, a right or benefit provided for a Flight Attendant in this Appendix.

Very truly yours,

Sue Oliver Vice President Employee Relations

<sup>\*</sup> The reference to Article 6.O. was changed to Article 6.N. in the Restructuring Participation Agreement dated May 1, 2003.

#### **APPENDIX UU**

May 24, 2000

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: On-Duty Rest Break Facilities, Article 21.C. - "Me Too" with APA

Dear John:

This letter will confirm our agreement that should the Company and the APA agree in future negotiations that lodging be provided for an on-duty rest period of a duration less than that currently provided in Article 21.C., "On-Duty Rest Break Facilities", the Company will provide lodging for Flight Attendants for an on-duty rest period at the same duration trigger as pilots.

Very truly yours,

## **APPENDIX V V**

July 6, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Dear John:

During the course of discussions leading to the AA/APFA Agreement dated September 12, 2001, the subject of classification seniority accrual for pay purposes for disabled Flight Attendants drawing state-mandated Workers' Compensation benefits pursuant to Article 26.D.3. was discussed. It was understood that classification seniority continues to accrue under such circumstances until such time as such disabled Flight Attendant exhausts his/her sick leave benefit and is placed on an unpaid sick leave of absence.

It was further agreed that if such disabled Flight Attendant is precluded from drawing from his/her sick leave benefit pursuant to Article 26.D.3.\* because the state-mandated Workers' Compensation benefits provide 100% of the Flight Attendant's applicable guarantee, such Flight Attendant will continue to accrue classification seniority during the period when the above circumstances apply.

Should such disabled Flight Attendant later be able to draw upon his/her sick leave benefit while receiving state-mandated Workers' Compensation benefits, this special provision will not be necessary.

Sincerely,

<sup>\*</sup> The reference to Article 26.D.3. was changed to ArtIcle 26.D.1. in the Restructuring Participation Agreement dated May 01, 2003.

## **APPENDIX WW**

July 6, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Re: Geographically Precluded From Using a PPN

Dear John:

Article 26 of the AA/APFA Agreement dated September 12, 2001, includes the terminology "geographically precluded from using a PPN". Under current Company policy, a Flight Attendant is considered to be geographically precluded from using a PPN if s/he lives more than forty-five (45) miles from the nearest PPN provider. In the event this mileage limitation is increased in the future, a Flight Attendant who is receiving benefits under Article 26 and who was geographically precluded prior to the change in mileage limitation may continue to use a non-PPN physician and shall not be required to use a PPN physician during the continuation of the occupational illness or injury.

Sincerely,

## **APPENDIX XX**

July 6, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Re: Article 26 Changes/Deletions

Dear John:

Article 26 of the AA/APFA Agreement dated September 12, 2001, includes certain provisions that differ from the 1995 AA/APFA Agreement and the May 16, 1999 non-ratified Tentative Agreement. This is to confirm that neither APFA nor American will use any changes or deletions to Article 26 of the 1995 AA/APFA Agreement that were contained in the May 16, 1999 non-ratified Tentative Agreement for interpretive or any other reason.

Sincerely,

## **APPENDIX YY**

July 6, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Re: Article 26.E.1. - Investigation of IOD Claims of "Rough Air"

Dear John:

This letter will confirm our discussions during the course of negotiating the changes to Article 26.E.1. and determination of "rough air" in the absence of a Captain's report of severe turbulence.

We agree that in the absence of such a report, Flight Service will investigate and make a determination of the presence or the lack of "rough air" as defined in Article 26.E.1.c. During the investigation, the following considerations will be taken into account, as applicable to each situation:

- 1. AMR Event Center reports
- 2. Report(s) by crewmembers assigned to the flight
- 3. Purser/#1 Flight Attendant Report
- 4. ATC/Dispatch and/or weather report(s)
- 5. Reports by any other employee witness on the flight
- 6. Nature and/or extent of any passenger/crewmember injuries on the flight due to turbulence
- 7. Nature and/or extent of any aircraft damage as a result of turbulence
- 8. AA Medical review of any IOD documentation to determine if injury is associated with the reported "air incident".

In those isolated cases where there may be other types of evidence not listed above which Flight Service determines may be helpful in making the determination of "rough air", such evidence may be taken into account as well.

Sincerely,

APPENDIX ZZ LETTER-I

July 6, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Guidelines for Use of Passenger Seat(s) During In-Flight Rest

Dear John,

This letter will confirm that, in the application of Article 30.L. and Appendix I, Article 30.L., the Company and the APFA agree to the following parameters on the use of a passenger seat(s) for in-flight rest when in-flight rest is available and appropriate.

While taking in-flight rest in a passenger seat, a Flight Attendant should reflect a professional and appropriate image to the passengers. This includes, for example:

- a. Occupying only one seat;
- b. Remaining awake;
- c. Refraining from enclosing seat(s) with blankets or similar items; and
- d. Using discretion while engaging in personal activities in order to remain accessible to the passengers and available to perform Flight Attendant duties.

Eating, drinking and/or reading is permitted. Flight Attendant rest will be coordinated by the Purser or the Lead Flight Attendant to ensure all cabins remain monitored.

It is understood that agents may not be requested to provide crew rest seats when these seats are otherwise available or needed for passengers. On domestic flights and on international flights of less than five (5) hours scheduled flying time, if a passenger is either assigned or requests to move to a designated crew rest seat, the passenger's request will be accommodated.

On domestic flights and on international flights of five (5) hours or more but less than eight (8) hours scheduled flying time, if a passenger is either assigned or requests to move to a designated crew rest seat, prior to takeoff, the passenger's request will be accommodated. On such flights, after takeoff, a passenger who requests to move to a designated crew rest seat will be accommodated at the discretion of the Purser or Lead Flight Attendant.

On international flights of eight (8) hours or greater scheduled flying time, designated crew rest seat/bunks as set forth in Appendix I., Article 30.L. will be provided solely for the use of Flight Attendants.

The same guidelines will apply when transition aircraft, as defined in Appendix ZZ, Letter-VIII, require Flight Attendants to take crew rest in a non-curtained-off passenger seat, or when aircraft that are not equipped with a curtained-off crew rest area are used in the International Operation for a flight of eight (8) hours or more, except that:

- 1. a Flight Attendant may sleep during her/his crew rest period, and
- 2. the agent and passenger issues related to that designated crew rest seat will be inapplicable.

Very truly yours,

APPENDIX ZZ LETTER-II

July 18, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: In-flight Rest on Flights of Seven (7) Hours or More but Less Than Eight (8) Hours

Dear John,

This letter will confirm that with regard to the above, the Company and the APFA agree to the following:

- The Company agrees to establish procedures regarding "Z-block" assignment of seats for inflight rest on flights of seven (7) hours or more, but less than eight (8) hours scheduled flying time. On aircraft with designated crew rest facilities, two (2) crew rest seats will be "Z-blocked." On aircraft that do not have designated crew rest facilities, the Company will agree to "Z-block" the last row of main cabin seats (either two or three seats, depending on aircraft). Such "Z-block" procedures will provide for delayed passenger assignment of the seats designated above until assignment to a seat either in the last row of main cabin or to the crew rest seats, as applicable, are needed to accommodate a passenger request. Such "Z-block" procedures will be communicated to Customer Service personnel to facilitate proper coordination.
- 2. The APFA agrees that the Company is not restricted from assigning any available seat according to its established Customer Service policies and procedures (including those established pursuant to paragraph 1. above). The APFA recognizes that a passenger should not be denied accommodation for a seat, nor should a Flight Attendant deny a request by a passenger to move into an open seat in order to retain a seat for Flight Attendant personal use for in-flight rest, except that, after takeoff, a passenger who requests to move to a designated crew rest seat will be accommodated at the discretion of the Purser or Lead Flight Attendant. Furthermore, the APFA agrees that Flight Attendants should not request Customer Service personnel to withhold seating from passengers beyond that which is provided by the Company's policies and procedures.
- 3. The Company and the APFA agree that it is the intent of this letter to provide a consistent method of holding available seats for Flight Attendant in-flight rest, when possible, while avoiding unfavorable passenger perception. The parties therefore agree that the "Z block" procedures described above are for a one (1) year renewable and amendable trial period. If problems with these "Z-blocking" procedures develop, the Company could, after consultation and cooperation with the APFA, discontinue such "Z- blocking" procedures.

Very truly yours,

APPENDIX ZZ LETTER-III June 30, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Boulevard Euless, TX 76040

Re: Penalties for Delayed Retrofit of New Crew Rest Facilities

#### Dear John:

This letter will confirm our understanding pursuant to discussions between APFA and the Company relative to the time line and penalty for International flights of 8 hours or more flown with 777-A or 767-300ER (non-Hawaii) aircraft. The APFA and the Company agree to the following:

The retrofit installation time line for each applicable aircraft begins from the date of signing except that if APFA takes more than sixty (60) days to provide its input into the design work to the Company, the time line is extended by the amount of time by which APFA exceeds that sixty (60) day period.

#### Penalties for Delayed Retrofit of 777 Bunks:

If bunks are installed on the main deck; Four Business Class seats will be provided if the retrofit is not completed within three (3) years of the date of signing.

If bunks are installed above the main deck, but the retrofit is not completed within three (3) years from the date of signing, a financial penalty of \$4 per hour override per flight hour per Flight Attendant shall be imposed.

The financial penalty shall be a \$4/hr override per flight hour per Flight Attendant on 777-A aircraft not retrofitted w/777-A crew rest bunks after three (3) years.\*\*

If the retrofit is not completed within four (4) years from the start of the time line, 4 Business Class seats will be provided on 777-A aircraft not retrofitted with 777-A crew rest bunks, in addition to the financial penalty of \$4 per hour override per flight hour per Flight Attendant.

#### 767-300ER Timeline/Penalty

Three (3) years from the DOS for 767-300ER aircraft (non-Hawaii):

A penalty of 4 Business Class seats for crew rest on 767-300ER will apply on non-retrofitted aircraft.

<sup>\*\* 777</sup> Pacific aircraft with Flight Attendant Crew Rest bunks which may be used in 777-A markets, are not eligible for an override payment.

APPENDIX ZZ LETTER-IV July 3, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Crew Rest Facilities Letter

Dear John:

In view of the significant capital investment that the Company has agreed to make, on an ongoing basis, over the next ten years to implement the crew rest facilities agreed to in Appendix I, Article 30, APFA and the Company agree to the following:

- 1. For a period that extends until the amendable date of the next collective bargaining agreement between the Company and the APFA, neither party shall serve any notice or other request of any kind for an intended or desired change (whether or not denominated as a notice under Section 6 of the Railway Labor Act, as amended) which, if adopted, would have the effect of modifying or supplementing the crew rest accommodations agreed to in Appendix I, Article 30 with respect to the Company's 777 aircraft (i.e., crew rest bunks) and 767-300ER (i.e., crew rest seats in an "8 for 4" configuration). The parties further agree that no change in the foregoing accommodations, including the ordering of parts, shall be required for a period of at least ten (10) years from the date of signing of this agreement. (The foregoing shall not apply to 767-300ER aircraft configured for Hawaii flying of eight hours or more scheduled flying time. Should the Company elect in the future to provide on such aircraft crew rest seats in an "8 for 4" configuration, the provisions of this letter of agreement shall then apply.) Neither party will take any action to cause or induce the other to engage in any such negotiations prior to the time provided hereunder.
- 2. Notwithstanding the above, the parties, so long as they mutually agree to do so, may engage in negotiations concerning crew rest accommodations on the 777 aircraft and 767-300ER aircraft prior to the end of the above-referenced period for a period that extends until ten (10) years from the date of signing.
- 3. Neither party shall file any grievance, nor seek any award from the AA/APFA System Board of Adjustment, that would modify or change the crew rest accommodations agreed to in Appendix I, Article 30 or which would have the effect of causing more than a nominal change to the cost to the Company of the aircraft configuration adjustments put in place by the Company.
- 4. The parties further agree that nothing in this letter shall preclude the Company from making changes in the crew rest accommodations referenced above that are required by appropriate legal authority with jurisdiction to impose such requirement, for reasons of safety, due to manufacturer changes, or for similar reasons, provided that the accommodations as modified are substantially equivalent to the accommodations provided in this letter.

Sincerely,

# APPENDIX ZZ LETTER-V

July 3, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Crew Bunk Parameters

#### Dear John:

This is to confirm that the crew rest bunks that American has committed to install on all 777 aircraft to be flown in international missions of eight (8) hour or greater shall include, at a minimum, the following components and characteristics:

- At least four (4) bunks exclusively for Flight Attendant use contained wholly within a single bunk module unit;
- 2. Interior bunk height (maximum head room in the bunk) of no less than thirty-four inches (34");
- 3. Interior bunk length of no less than seventy-six inches (76");
- 4. Interior bunk width of no less than twenty-seven inches (27");
- 5. Individual reading lights in each bunk;
- 6. Individual audio capability in each bunk;
- 7. Individual temperature control in each module;
- 8. Individual air vents in each bunk;
- 9. Vanity mirror in each module;
- 10. Closet for storage of clothing in each module.

Very truly yours,

APPENDIX ZZ LETTER-VI

July 6, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Bunks/Crew Rest Seats-Procedures for Significant Malfunction

Dear John:

This letter will confirm that, in the application of Appendix I, Article 30.L., the Company and the APFA agree to the following procedures in cases of a significant malfunction.

In the event one (1) or more Bunks/Crew Rest Seats become unavailable for use due to a significant malfunction, the Company will provide substitute Crew Rest Seats as follows:

For flights eight (8) hours or more scheduled flying time but not exceeding twelve (12) hours scheduled flying time, one (1) regular Main Cabin passenger seat will be provided on a one-for-one basis for each Crew Rest Seat which is unusable.

For flights over twelve (12) hours scheduled flying time on 777 aircraft configured with bunks, one (1) regular Business Class passenger seat will be provided on a one-for-one basis for each Bunk which is unusable, if a Business Class passenger seat is available. Should a Business Class passenger seat be unavailable, a Main Cabin passenger seat will be made available.

For the purposes of this letter, "significant malfunction" will mean a lack of functionality. Examples of significant malfunctions will include: the crew rest seat has no recline or the seat cushion is missing or there is no oxygen access to a bunk/seat. Examples which do not constitute a significant malfunction include: a lack of a reading light or missing curtain or an inoperative footrest.

The Company agrees to implement procedures which would promote repair/replacement of any malfunctioning Bunks/Crew Rest Seats. If malfunction problems with the newly-designed crew rest seats and/or crew rest bunks persist, the Company and the APFA will meet promptly to discuss a resolution.

Very truly yours,

# APPENDIX ZZ LETTER-VII

July 18, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Appendix I, Article 30.L. - In-Flight Rest

Dear John,

This letter will confirm our understanding pursuant to discussions between APFA and the Company relative to in-flight rest times and Purser discretion. The parties concur that the same standard of good judgement currently expected of Pursers in the coordination and scheduling of in-flight rest periods will also apply to the new Extended-Long-Range category of in-flight rest as defined in Appendix I, Article 30.L.5.

Sincerely,

APPENDIX ZZ LETTER-VIII

July 27, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Crew Rest Seats for Aircraft Transitioning or Leaving the International Fleet

Dear John:

This letter will confirm that pursuant to the provisions of Appendix I, Article 30.L. concerning crew rest facilities for flights of eight (8) hours or more scheduled flying time, but not exceeding twelve (12) hours scheduled flying time, the Company and the APFA agree that the following procedures will be established for the provision of crew rest on existing equipment either leaving the fleet (MD-11), transitioning to 2-class International flights of less than eight (8) hours (A-300 3-class), or transitioning to Domestic (767-200ER):

- 1. The Company presently estimates that the MD-11 aircraft will leave the fleet by December 31, 2001. In the interim, the Company shall continue to provide the current two (2) Business Class seats and also provide two (2) "as is" Main Cabin seats. If any MD-11 aircraft continue to operate on flights of eight (8) hours or more beyond April 1, 2002, the Company shall provide four (4) Business Class seats for the purpose of Flight Attendant rest.
- 2. The Company presently estimates that the A-300 3-Class will not be utilized on International flights of eight (8) hours or more beyond December 31, 2003. In the interim, the Company shall continue to provide the current two (2) Business Class seats and also provide two (2) "as is" Main Cabin seats. If any A-300 3-Class aircraft continue to operate on flights of eight (8) hours or more beyond July 1, 2004, the Company shall provide four (4) Business Class seats for the purpose of Flight Attendant rest.
- 3. The Company presently anticipates that the 767-200ER will not be utilized on International flights of eight (8) hours or more beyond October 1, 2003. In the interim, the Company shall continue to provide the current crew rest double and also provide two (2) "as is" Main Cabin seats. If any 767-200 ER aircraft continue to operate on flights of eight (8) hours or more beyond October 1, 2003, the Company shall provide, in addition to the current crew rest double, two (2) "as is" Business Class seats.
- 4. The Company will report on the transitioning schedule of the above referenced aircraft on a quarterly basis.

Very truly yours,

## APPENDIX ZZ LETTER-IX

August 3, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Crew Rest Seats Parameters for Design, Location and Amenities for 767-300ER

Dear John,

This letter will confirm that, pursuant to the provisions of Appendix I, Art. 30.L., crew rest seats for flights eight (8) hours or more scheduled flying time but not exceeding twelve (12) hours scheduled flying time, the Company and the APFA agree that the following parameters in the design, location and amenities for Crew Rest Seats will be established.

- 1. There will be a total of four (4) crew rest seats (2 crew rest doubles). The crew rest seats will include the standard mechanisms of the current 767 Business Class seat, including:
  - a. a minimum of sixty (60) degree recline from vertical;
  - b. a footrest which can be extended and adjusted to a minimum of sixty (60) degrees;
  - c. audio capability;
  - d. additional seat cushioning;
  - e. leather or cloth material, at APFA's option
- 2. There will be fixed "floor to overhead bin" partitions forward and aft of the crew rest seats. There will also be a partial "wrap-around" privacy shell that will be used in conjunction with a partial curtain along the side of the outboard crew rest seats to provide additional privacy.
- 3. Each crew rest seat double will be located in an area that will have seventy-one (71) inches of total space to accommodate the recline and footrest, and will have a non-detachable, full-length, weighted privacy curtain with noise and light inhibiting features. Curtains will not require Flight Attendant assembly or set-up.

It is understood that Crew Rest accommodations for existing aircraft which have been designated by the parties as "transition" aircraft as noted in Appendix ZZ, Letter-VIII and 767 two-class aircraft configured for Hawaii flying as noted in Appendix ZZ, Letter-X will not be subject to the above parameters since the parties have agreed on separate crew rest accommodations for these aircraft.

Very truly yours,

# APPENDIX ZZ LETTER-X

August 24, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Crew Rest Seats - 767-300ER Two-Class Aircraft Configured for Hawaii Flying

## Dear John:

This letter will confirm that pursuant to the provisions of Appendix I, Article 30.L. concerning crew rest facilities for flights of eight (8) hours or more scheduled flying time, but not exceeding twelve (12) hours scheduled flying time, the Company and the APFA agree that on 767-300ER two-class aircraft configured for Hawaii flying, the Company will provide four (4) "as is" First Class seats for the purpose of flight attendant crew rest.

Very Truly Yours,

# APPENDIX ZZ LETTER-XI

August 24, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Interim Crew Rest Seat Accommodations Prior to Implementation of New Crew Rest

Facilities on the 767-300

Dear John,

During the interim period while the 767-300 aircraft is being modified to install the new crew rest seat accommodations, the Company will designate two (2) Main Cabin seats as crew rest seats in addition to the existing crew rest double.

Very truly yours,

## **APPENDIX AAA**

July 20, 2000

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Personal Resuscitation Masks

Dear John:

This is to confirm our agreement that the Company will provide each Flight Attendant with an individual Personal Resuscitation Mask. It is agreed that this mask will become part of a Flight Attendant's required equipment. If a Flight Attendant uses the mask as part of an emergency while on duty, a replacement mask will be supplied to the Flight Attendant at no cost. If the mask is stolen or damaged, then a replacement mask will be supplied to the Flight Attendant in accordance with Article 5.D of the AA/APFA Agreement. If the mask is lost by the Flight Attendant, then the Flight Attendant will be responsible for the cost of replacing the mask.

Personal Resuscitation Masks will continue to be provisioned on the aircraft as part of emergency equipment.

Very truly yours,

# **APPENDIX BBB**

June 30, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Supplemental Medical

Dear John:

This letter is to confirm our discussion during the course of negotiations that eligible Flight Attendants will be able to participate in the Supplemental Medical Plan of AMR Corporation.

Very truly yours,

# **APPENDIX CCC**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Non-Incorporation of Retirement Benefit Plan

Dear John:

This is to confirm the understanding reached during negotiations over Article 36 Retirement Benefit Plan which led to the Agreement dated September 12, 2001. The parties have agreed that, notwithstanding the extensive amendments made to Article 36 during this round of negotiations, the Flight Attendant Retirement Benefit Plan documents have not been incorporated.

Very truly yours

Robin Dotson Managing Director Employee Relations

## **APPENDIX DDD**

January 14, 2002

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Dear John:

This is to confirm that 401(k) contributions pursuant to Article 36.M.2., - Vacation Accruals, and Article 36.M.3., Contributions - Sick Pay Accruals, will be treated as qualified, non-elective contributions (QNEC) under the Internal Revenue Code and Employee Retirement Income Security Act (ERISA).

Very truly yours,

#### **APPENDIX EEE**

## AMERICAN AIRLINES LETTER OF AGREEMENT

Whereas, American Airlines, Inc. ("American" or "Company") and the Association of Professional Flight Attendants ("APFA" or Association") have agreed to resolve all disputes which exist between them related to the negotiation, ratification, and final effectiveness of the Restructuring Agreement, dated April 16, 2003 ("Restructuring Agreement"), and

Whereas, American and APFA (the "Parties") have each agreed that it is in their mutual interest to permit the Restructuring Agreement to become binding and effective.

Now therefore, it is this 25th day of April, 2003, hereby agreed that the following shall supplement, and, to the extent inconsistent, modify the following supplement, and, to the extent inconsistent, modify the Restructuring Agreement.

- A. Duration of the Agreement. Contingent on approval of this Letter of Agreement by the Boards of Directors and the Parties, and without further ratification or approvals, the Restructuring Agreement will be effective beginning May 1, 2003, and shall remain in effect for a period of five (5) years and become amendable April 30, 2008.
- **B.** Early Reopener. Either American or the APFA may elect to reopen the Restructuring Agreement and the Collective Bargaining Agreement by the service of notices pursuant to 45 USC Sec. 156, on or after April 30, 2006.

### C. Special Procedures for Change.

1. Within 30 days of the signing of this Letter of Agreement, the Parties will meet and discuss the modifications(s) to the Restructuring Agreement (Offsetting Modifications(s)) that will be implemented if the APFA elects, pursuant to Procedure I or II below, to reinstate into the Collective Bargaining Agreement the Underfly Provision as it appears in the Basic Agreement between American and APFA dated September 12, 2001.

Following the Company's discussions with the APFA, the Union will identify the offsetting modifications(s). If the parties are unable to agree that the net economic result of the deleting or modification and substitution provides annual cost savings to the Company equal to the annual cost savings originally projected by the Company for the Underfly Provision, then the parties will use Procedure II to determine the offsetting modification of the appropriate value with APFA retaining the right to determine it's approval process under Procedure I or II.

2. Within 60 days of the signing of this letter of Agreement, the APFA will notify the Company of its selection between the alternative procedures described below for considering the "underfly" provision of the Restructuring Agreement. During the pendency of selected procedure the Underfly Provision in the Restructuring Agreement will remain in effect, unless otherwise agreed to by the parties.

#### Procedure I

APFA will make an election following a membership ballot or otherwise, either to restore prospectively the Underfly Provision, or a modification thereof, as it appears in the Basic Agreement between American and APFA dated September 12, 2001, or to retain the provision as it appears in the Restructuring Agreement. If the APFA elects to restore the Underfly Provision, or a modification thereof, from the Basic Agreement, the Restructuring Agreement will be amended to incorporate the offsetting modifications. Both amendments will be made concurrently. If the APFA elects to retain the Underfly Provision, the Restructuring Agreement will continue in effect.

#### Procedure II

- 3. For a period not to exceed thirty (30) days beginning on written notice by APFA on or after May 15, 2003, the Parties will meet and discuss the deletion or modification of a single item in their Restructuring Agreement, specifically the "underfly" provision, (the, "Original Provision"), and the substitution provides cost savings to the Company equal to the cost savings originally projected by the Company for the Original Provision.
- 4. If the parties cannot reach agreement during the thirty (30) day period on the Offset Modification(s) having the appropriate aggregate annual value described in C.3., above, they will select a neutral arbitrator in accordance with the System Board procedure in the Restructuring Agreement. Said arbitrator must be available to hear the matter with seven (7) days of selection and shall issue a decision within 21 days of selection.
- 5. The arbitrator shall conduct a hearing of no more than one day in duration. American and the APFA will each have a maximum of one-half day for its presentation, with appropriate procedural rules to be set by the arbitrator.
- 6. At the hearing, the APFA will identify one or more Offset Modification(s), the aggregate annual value of which must achieve the result described in C.3., above. For example, if the arbitrator determines that the proposed modification to the Original Provision has a cost of \$10 million annually and the arbitrator values the Offset Modification(s) at \$8 million annually, the APFA must identify some additional Offset Modification(s) with a value of \$2 million annually.
- 7. The Parties' original valuation of the Restructuring Agreement will determine the value of the Original Provision. The arbitrator will determine the value of the changes to the Original Provision, as well as the value of all Offset Modification(s). If the arbitrator determines that the aggregate annual value of the Offset Modification(s) is less in aggregate annual value to the Company than the cost of the modifications or deletions to the Original Provision, the APFA shall select some additional Offset Modification(s) which achieves the result described in C.3., above, subject to the arbitrator's verification that the changes to the Original Provision compared to the aggregate annual value of the Offset Modification(s) achieves the result described in C.3., above. In the event the arbitrator determines there is excess credit, the APFA may apply that credit in that amount to a provision of the Collective Bargaining Agreement as selected by the APFA
- 8. The decision of the arbitrator will be final and binding on the APFA and the Company.
- <u>D.</u> Annual Incentive Program. The Company will establish an Annual Incentive Program ("Program"), as set forth in Attachment A, that shall substitute for and replace the Variable Incentive Program included in the Restructuring Agreement.
- E. Authority and Effective Date. Execution of this Letter of Agreement shall constitute a representation by each party that the terms of the Letter of Agreement and the Restructuring Agreement have been approved by their respective Boards of Directors. This Letter of Agreement will become final upon execution on this 25th day of April, 2003

| To the Association of Froies | sionar riight Attendant | ٠. |
|------------------------------|-------------------------|----|
| John Ward                    | Date                    |    |
| For American Airlines, Inc.  |                         |    |
| Lorraine Mase-Hecker         | Date                    |    |

For the Association of Professional Flight Attendants:

## Attachment A

## **Annual Incentive Program**

| Program                                 | All domestic employees of American Airlines will participate in the annual incentive program that aligns the interest of management and other employees.  |
|---|---|
| Annual Performance<br>Incentive Program | Prior to each calendar year beginning for 2004, the Compensation Committee of the Board of Directors ("the Committee") will establish a performance incentive formula, for both management and non-management employees (the "Annual Incentive Formula") that will provide threshold performance goals, target or average performance goals and maximum performance goals for all domestic American employees based on the Company's expected performance for the next calendar year.                                   |
|   | The Annual Incentive Formula will be based on a mix of financial, employee and customer performance goals as reasonably determined and weighted by the Committee, including, for example, financial performance (e.g., net income thresholds), operational performance (e.g., on-time performance), customer satisfaction (e.g., retained preference, overall travel experience, overall ground service, and overall on-board service), employee satisfaction, or reasonably comparable goals adopted by the Committee. |
|   | The annual target or average performance goals in each measure will be reasonable in light of the Company's historical performance, its expected performance in the next year and business plan for the next year.  |
| Employee Incentive<br>Payments          | Non-management employees will receive the following cash incentive payments based on American's actual performance under the Annual Incentive Formula (with linear interpolation between the performance points):   |
|   | Threshold Performance: 2.5% of Wages  |
|   | Target or Average Performance: 5% of Wages  |
|   | Maximum Performance: 10% of Wages   |

| Management Incentive Programs | Any "cash bonus" compensation plan for management employees shall be based primarily on criteria and thresholds contained in the Annual Incentive Formula. Any cash compensation program for management not based on such criteria and thresholds may pay no more than 20% of the maximum possible cash that was or could have been earned by the individual management employee under the Annual Incentive Formula. For purposes of this paragraph, the phrase "cash bonus" shall not include any payments in the for of severance, retirement benefits or deferred payments of base compensation or eligible cash bonuses from prior years.  Any future stock equity or stock option-based program developed for the benefit of management and key employees will be determined by the Compensation Committee of the board based on market practices. |
|-------------------------------|---|
| Wages                         | Base pay, overtime, holiday pay, longevity, sick pay, vacation pay, shift differential, overrides and premiums.   |
| Payment Date                  | March 15th of each year for the preceding year.   |
| Benefits                      | Incentive payments will not be pensionable.   |
| Duration                      | The incentive plan will cover each calendar year beginning in 2004. The program will remain in effect through the ter of the Agreement.   |
| Offset                        | Payments under the Annual Incentive Program will be counted as expenses in the calculation of pretax profits under the profit sharing program.  |

| Agreed to by:                                 |      |                                |      |
|---|------|--------------------------------|------|
|   | Date |                                | Date |
| John Ward, President                          |      | Lorraine Mase-Hecker, Director |      |
| Association of Professional Flight Attendants |      | Employee Relations             |      |

#### **APPENDIX FFF**

July 3, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Non-Substantive Changes to the Agreement

Dear John:

This will confirm our conversation and our intent regarding non-substantive changes to be made to contractual language during the course of creating final versions of all tentative agreements made during the course of negotiations and preparation of the Agreement for distribution to the membership.

As we agreed, title changes, grammatical corrections, reformatting, and other non-substantive changes are not intended to alter the past practice between the parties with respect to the terms of the collective bargaining agreement, nor impact, or otherwise modify, the bargaining history of the collective bargaining agreement. These changes will not be construed against either party or prejudice the parties respective positions for purposes of any other matter between the parties, including, but not limited to, any grievance, arbitration and/or litigation.

Examples of purely non-substantive changes include the following:

- Changing all instances of "shall" to "will", in new and existing language. It is agreed that "shall" and "will" have identical meanings in the Agreement.
- Changing all instances of "his/her" to "her/his", "himself/herself" to "herself/himself", etc.
- Correction of any mis-references in new or existing language.
- Correction of any typographical or format errors.
- Reformatting the Agreement to a more readable style (including hanging indentation), to be determined.
- Capitalization of "Flight Attendant".
- Any other reasonable change of a limited and non-substantive nature.

Very truly yours,

#### **APPENDIX GGG**

May 22, 2001

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd. Euless, TX 76040

Re: Extended-Long-Range Flying Supplemental Pay

Dear John:

This is to confirm our agreement to allow an exception to the actual duty period maximum referenced in Appendix I, Article 7.J.2.b. in those instances when that maximum would be exceeded due to an unscheduled landing (e.g., medical emergency, unplanned fuel stop, mechanical or similar circumstances) after take-off.

Flight Attendants whose actual duty period maximum is exceeded as a result of such an unscheduled landing shall be compensated at three (3) times his/her applicable hourly flight time rate of pay rounded up to the next whole hour for all duty time over the actual maximum. Such applicable hourly rate of pay (i.e., base or incentive) will be determined upon termination of the affected duty period based on such Flight Attendant's month-to-date (GTD) hours. Such pay shall be placed in the Flight Attendant's pay projection.

In no event shall such an unscheduled landing result in a Flight Attendant being rescheduled to remain on duty for more than twenty-three (23) hours without the concurrence of the Flight Attendant or in the event of an unscheduled landing in a location where Customs is not available and no passengers or crew are allowed off the airport or other similar circumstances where, for reasons beyond the Company's control, deplaning is not an option.

Example: Scheduled flight leg of 16:30 hours

Sign-in + flight leg + debrief = 18:00 hours + 3 hour allowance 3:00 hours

Maximum actual duty period = 21:00 hours

Flight diverts. As a result, the maximum actual duty period is exceeded and the Flight Attendant remains on duty for 23:00 hours. Flight Attendant will be paid three (3) times his/her applicable hourly rate of pay for the two (2) hours which exceeded the maximum actual duty period. (23:00 - 21:00), pay only.

Sincerely,

## **APPENDIX HHH**

May 22, 2001

John Ward President Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, TX 76040

Re: Scheduling Matters

Dear John:

This letter will confirm that if the Company and the APFA mutually agree in writing, they may meet and confer during the term of this Agreement with respect to scheduling matters pertaining to extended-long-range flying and possible scheduling modifications that may be desirable to address such matters.

Very truly yours,

#### **APPENDIX III**

April 8, 2003

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd Euless, TX 76040

Re: Vacation Deferral / Accrual

Dear John,

In conjunction with the AA/APFA Restructuring Participation Agreement, the following changes to vacation will be applied:

- 1. As soon as practicable, following ratification of the Restructuring Participation Agreement, the Company will offer for re-bid the vacation schedules for the vacation fiscal year May 1, 2003 through April 30, 2004 for all vacations commencing on or after June 1, 2003. Each flight attendant will bid using up to sixty-seven (67) percent of his/her accrued vacation. The remaining thirty three (33) percent, less PVD's taken in 2002, will be deferred (banked) for use in the vacation fiscal year May 1, 2004 through April 30, 2005.
- 2. For the calendar year January 1, 2003 through December 31, 2003, each flight attendant will accrue vacation credit at a rate up to thirty-three (33) percent of the rate of such accrual under the 2001 AA/APFA Collective Bargaining Agreement.
- 3. For the vacation fiscal year May 1, 2004 through April 30, 2005, each flight attendant will bid for vacation time equaling the sum of the amount deferred in 1. above and the accrued amount in 2. above.
- 4. In subsequent years (January 1, 2004 and thereafter), vacation credit will accrue at a rate up to sixty-seven (67) percent of the rate of such accrual under the 2001 AA/APFA Collective Bargaining Agreement.

|                           | Sincerely,   |
|---------------------------|--|
|                           | Lorraine Mase-Hecker<br>Director<br>Employee Relations |
| Agreed to by:             |  |
| John Ward President, APFA |  |

### **APPENDIX JJJ**

April 8, 2003

Mr. John Ward President Association of Professional Flight Attendants 1004 W. Euless Blvd Euless, TX 76040

Re: Protection from Labor Disputes

Dear John,

This letter confirms our agreement regarding the APFA's protection from labor disputes. It is our agreement that during a period of lawful self-help activity by the APFA following the end of the applicable cooling-off period in negotiations between the Company and the APFA under the Railway Labor Act, the Company shall not utilize the services of any individual to perform flight attendant duties on board any Company aircraft if that individual performed duties as an APFA represented flight attendant for the Company within the six (6) months preceding the commencement date of such lawful self-help activity by the APFA.

|                                      | Sincerely,   |
|--------------------------------------|--|
|                                      | Lorraine Mase-Hecker<br>Director<br>Employee Relations |
| Agreed to by:                        |  |
| Date<br>John Ward<br>President, APFA |  |

#### **APPENDIX LLL**

April 11, 2003

### **AMERICAN AIRLINES**

Mr. John Ward President Association Of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76054

Dear John,

### Variable Wage Adjustment Provision

- This provision is in addition to the planned contractual structural increases of 1.5% annually starting May 1, 2004.
- At the APFA's option, this provision may be invoked annually on or after January 1, 2006, but not later than 9/30/08.
- This Variable Wage Adjustment Provision may be triggered at any time during the period described above provided American's debt rating returns to the lowest level of investment grade as rated by Standard & Poors (BBB-) or Moody's (Baa3).
- Upon receipt of written notice by the Company of the Union's intent to invoke the Variable
  Wage Adjustment Provision, direct negotiations shall commence forthwith on any contractual
  matter brought forth by either party and may last for a period not to exceed thirty (30) days after
  the date of receipt of the notice, unless an extension of the thirty day period is agreed to in
  writing by both parties.
- Should agreement not be reached by the parties, an arbitration panel shall be convened consisting of a neutral member, a Union appointed member and a Company appointed member to address the sole issue of a Variable Wage Adjustment as set forth below:
  - If the parties are unable to agree on the neutral member the neutral selection provisions of the collective bargaining agreement shall be used to select the neutral.
  - The process to select a neutral may begin at the request of either party any time after notification by the union of its intent to invoke this Variable Wage Adjustment Provision.
  - Upon written notice by either party the thirty (30) day negotiation period will be waived and the arbitration process will commence.
  - A period of sixty (60) days shall be provided for the arbitration process, including the hearing and award issuance, unless extended by written consent of the parties.
- The question posed to the arbitrator shall be: What is the appropriate Variable Wage Adjustment pursuant to the criteria stated below:
  - The Variable Wage Adjustment awarded shall not cause American's unit Flight Attendant labor costs (wages, work rules, and benefits) for the Association of Professional Flight Attendants (APFA) class or craft to exceed the highest unit labor

#### 408

cost (wages, work rules and benefits) as compared to the six largest domestic passenger air carriers excluding American for the same class or craft.

The Variable Wage Adjustment awarded shall not be greater than a 4.5% wage increase calculated on the base rate.

The Variable Wage Adjustment will not become part of the base rate, nor be considered in subsequent valuations.

Any Variable Wage Adjustment awarded shall become effective the 1<sup>st</sup> of the month following the date of the award, but not later than the 1<sup>st</sup> of the month ninety (90) days after notification of intent to invoke this wage adjustment provision and shall continue for the succeeding 12-month period, paid in equal installments in the normal payroll cycle.

If the above accurately reflects your understanding of our agreement, please indicate by signing below.

|                        | Sincerely,   |
|------------------------|--|
|                        | Lorraine Mase-Hecker<br>Director<br>Employee Relations |
| Agreed to:             |  |
| John Ward<br>President |  |
| Date                   |  |

APPENDIX MMM LETTER-I

February 18, 2005

Tommie L. Hutto-Blake Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76040

Re: Non-Substantive Changes to the AA/APFA Collective Bargaining Agreement

#### Dear Tommie:

As a result of our ongoing project to re-print the AA/APFA Collective Bargaining Agreement, several changes were made to the 2001 CBA. As we discussed and agreed, these changes are meant solely to correct typographical, formatting, grammatical, and other non-substantive mistakes and are not intended to alter the past practice between the parties with respect to the terms of the CBA, nor impact, or otherwise modify, bargaining history of the CBA. These changes to the 2001 CBA will not be construed against either party nor will they prejudice the parties' respective positions for purposes of any other matter between the parties, including, but not limited to, any grievance, arbitration, and/or litigation.

Examples of purely non-substantive changes include the following:

- 1. Changing all instance of "shall" to "will" in existing language. It is agreed that "shall" and "will" have identical meaning in the Agreement.
- 2. Correction of any mis-references
- 3. Correction of any typographical or format errors
- 4. Capitalization of "Flight Attendant"
- 5. Any other reasonable change of a limited and non-substantive nature

|  | Sincerely,   |
|--|--|
|  | Taylor Vaughn<br>Managing Director<br>Employee Relations |
| Agreed to by:                              |  |
| Date Tommie L. Hutto-Blake President, APFA | 3:   |

## APPENDIX MMM LETTER-II

June 5, 2006

Tommie L. Hutto-Blake Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76040

Re: Letter of Conformity: 2001 AA/APFA Collective Bargaining Agreement and 2003 Restructuring Participation Agreement

#### Dear Tommie:

During the course of the past year we have jointly engaged in an ongoing project to create a single "meshed" document incorporating the 2003 Restructuring Participation Agreement (hereinafter referred to as the "RPA") into the text of the 2001 AA/APFA Collective Bargaining Agreement (hereinafter referred to as the "CBA"). Our agreed upon purpose was to create a *Foundation Document* that would be a reference tool containing all the provisions of both documents in one source accurately reflecting the current wages, rules and working conditions for American Airlines Flight Attendants. This document will also be helpful to both parties in preparation for the 2008 amendable date of the 2001 CBA as modified by the RPA in 2003.

As we have worked toward our goal to create a single document, we have been particularly mindful of the last sentence (page 11) of the RPA dated May 5, 2003 which states, "Any provisions of the 2001 CBA related to or addressing the contractual terms modified by this Letter of Agreement will be deemed to conform with the Letter Of Agreement." Using the 2001 AA/APFA CBA and corrected text signed off by the parties on June 5, 2006, we have jointly identified certain contractual provisions that, by virtue of the above referenced sentence from the RPA, are hereby deemed to conform with the RPA and will therefore be included in the text of the combined document. Those specific provisions include, but may not be limited to:

ARTICLE 10.B.2.
APPENDIX I.10.B.2.
RESERVE MONTHLY GUARANTEE

The 2001 CBA stated that twenty-five (25) minutes of incentive pay would be deducted for a reserve Flight Attendant for each day in an unpaid status. This was based on eight (8) hours of incentive pay for reserve. The RPA reduced incentive pay to five (5) hours which should have also reduced the daily deduction to fifteen (15) minutes.

ARTICLE 7.C.2. and APPENDIX I, ARTICLE 7.C.2.,
OPTION I, MAKE-UP ASSIGNMENT UP TO 85 HOURS (DOMESTIC)/90 (INTERNATIONAL)

The paragraph refers back to 7.B. above, which was 80 (Domestic)/85 (International) and was changed by RPA to be 85/90 respectively.

# ARTICLE 7.G.2. and APPENDIX I, 7.H.2., DETERMINING COMPLIANCE WITH MONTHLY MAXIMUM

To conform with the reference of monthly maximum of each respective operation, the word "credit" was added. (...does not exceed his/her monthly maximum of eighty [domestic] and eighty-five [international] <u>credit</u> hours.)

# APPENDIX I, ARTICLE 8.G.1. DEADHEADING

To conform with the Basic Agreement, we changed Appendix I to mirror Basic language.

#### ARTICLE 26.C.1.b.

**AVBL Day and Domestic Monthly Maximum** 

To conform with the RPA, we changed the AVBL day to 3:53 and 80 hours for Domestic monthly maximum for sick pay.

APPENDIX I, ARTICLE 9.C.3.b.

REPLACEMENT FLIGHT ATTENDANT

Replacement Schedule Adjustments, "Pure" Monthly Trip Selections

To conform with the RPA, we changed the monthly scheduled maximum to 82 hours.

ARTICLE 9.C.7. and ARTICLE 9.V.2.a. and APPENDIX I, ARTICLE 9.C.7. and APPENDIX I,. ARTICLE 9.W.2.a. AVBL Day Formula for Pre-Plotting on Trip Selections

To conform with RPA, AVBL days pre-plotted on the monthly trip selection shall be predicated on the basis of one (1) AVBL day for each 4:00 (Domestic) and 4:15 (International) was changed to  $\frac{4:10}{10}$  (Domestic) and 4:20 (International).

### ARTICLE 30.M.9.

BENEFITS FOR FLIGHT ATTENDANTS IN THE EVENT OF TERRORISM OR SABOTAGE Monthly Compensation Definition

In order to conform with the RPA, the applicable monthly schedule maximum was changed to 77 hours for Domestic and 82 hours for International.

## ARTICLE 26.D. OCCUPATIONAL ILLNESS OR INJURY To read:

- 1. A Flight Attendant drawing Workers' Compensation may, at her/his option, draw upon her/his accrued sick leave provided the Flight Attendant is treated by a medical provider selected by the Company or the claims payor. The combination of Workers Compensation benefits and sick leave will equal 100% of the monthly guarantee. Corresponding deductions will be made from his/her available sick leave accrual.
  - 2. a. The Company shall maintain a Preferred Provider Network ("PPN") list of specialized physicians from which Flight Attendants may select a physician for the treatment of injuries.
  - b. The decision to utilize the PPN will be the determining factor in the ability of a Flight Attendant to draw upon her/his accrued sick leave as provided for in paragraph D.1. above. However, that decision will have no effect on state mandated Workers' Compensation payment eligibility, unless specified by state statute. In the event the Flight Attendant is based in or lives in a state where the Company chooses not to participate in a PPN or a state that does not have a PPN, or the Flight Attendant is deemed geographically precluded from using a PPN as described in Appendix W W, s/he will not be precluded from drawing upon her/his accrued sick leave.

| C.             | The Company shall meet and confer with APFA concerning any problems in |
|----------------|--|
| the PPN system | n identified by APFA.  |

It is our shared belief that the above changes are indeed provisions of the 2001 CBA that are related to or address the contractual terms modified by the RPA and therefore are made to conform with RPA. These changes do not, in any way, alter, broaden or enhance the provisions of the RPA.

|                       |       | Sincerely yours,   |
|-----------------------|-------|--|
|                       |       | Taylor Vaughn<br>Managing Director<br>Employee Relations |
| Agreed to by:         |       |  |
| Tommie I. Hutto-Blake | Date: |  |

President, APFA

## APPENDIX MMM LETTER-III

June 5, 2006

Tommie L. Hutto-Blake Association of Professional Flight Attendants 1004 West Euless Blvd. Euless, Texas 76040

Re: Non-Substantive Changes to the 2001 AA/APFA Collective Bargaining Agreement as modified by the 2003 Restructuring Participation Agreement.

#### Dear Tommie:

During the course of our ongoing project to create a *Foundation Document* incorporating the 2003 Restructuring Participation Agreement (RPA) into the text of the 2001 AA/APFA Collective Bargaining Agreement (CBA) using the corrected text signed off by the parties on June 5, 2006, we discussed the benefit of making certain non-substantive changes. As we discussed and agreed, these changes are meant to correct typographical, formatting, grammatical, and punctuation errors or inconsistencies. These specific non-substantive changes include, but may not be limited to:

## **ARTICLE 6.A., VACATION ALLOWANCE**

Paragraphs 2 and 3 have been reversed to read:

- 2. "A Flight Attendant who, as of December 31 of any year has had less than one (1) year of continuous service with the Company shall be entitled to a vacation with pay for work performed during that year on the basis of three-quarters (3/4) days for each full month of service.
- 3. As of December 31 of each year, each Flight Attendant who has had a year or more of continuous service with the Company will be entitled to a vacation with pay of <u>nine (9)</u> calendar days to be taken in the following fiscal year."

## ARTICLE 9.C.4.a. AND APPENDIX I, 9.C.4.a.

The AVBL Days chart has been changed to incorporate the chart in the letter to John Ward from Vince Heyer dated April 27, 2004.

# ARTICLE 9-LETTER-III Vacation/Part-Time Relief Flying ("Pilot" Relief Bidding) Now Appendix LL

Strike-through references to Part-Time and brought paragraph 2 into compliance with previously corrected contract language, specifically: "A Flight Attendant's vacation will not be included for bid if s/he is on the planned reserve list or has fewer that ten (10) days vacation, unless the Company and the APFA agree to include vacations of less than (10) days."

These changes and corrections are not intended to alter the past practice between the parties with respect to the terms of the CBA, nor impact, or otherwise modify, bargaining history of the CBA. These changes to the document incorporating the 2003 RPA into the body of 2001 CBA will not be construed against either party nor will they prejudice the parties' respective positions for purposes of any other matter between the parties, including, but not limited to, any grievance, arbitration, and/or litigation.

|                       |       | Sincerely yours,   |
|-----------------------|-------|--|
|                       |       | Taylor Vaughn<br>Managing Director<br>Employee Relations |
| Agreed to by:         |       |  |
| Tommie L. Hutto-Blake | Date: |  |

President, APFA

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| Variable Manning (VMC)  |
| Reserve/Replacement Schedules                                       |
| Variable Wage Adjustment Provision                                  |
| Vesting: SEE: Retirement, Final Average Formula                     |
| Veteran's Reemployment: SEE: Military Leave                         |
| Visas   |
| VMC: SEE: Staffing, Minimum, Passenger Load                         |
| Voluntary Training: SEE: Training                                   |
| w   |
| Weather Delay: SEE: Rescheduling                                    |
| Withheld From Service   |
| Right To Union Representation                                       |
| Work Stoppage   |
| No Strike/No Lockout  |
| Return To Base Delayed Because Of                                   |
| Workers Compensation Offset: SEE: Occupational Illness/Injury (IOD) |