

# AGREEMENT

between

ExpressJet Airlines, LLC



The Flight Attendants in the Service of  
ExpressJet Airlines, LLC

as represented by

The International Association of  
Machinists and Aerospace Workers



March 9, 2020 – March 9, 2024



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## **SECTION 1 RECOGNITION AND SCOPE**

### **A. Recognition**

In accordance with Certification Number R-7304, dated December 22, 2011, by the National Mediation Board, ExpressJet Airlines (the “Company”) hereby recognizes the International Association of Machinists and Aerospace Workers (the “Union”) as the authorized bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.

### **B. Purpose of the Agreement**

It is understood and agreed to be the duty of the Company, the Union, and the Flight Attendants covered by this Agreement to cooperate fully, both individually and collectively, to promote the safety and continuity of air transportation, to commit to provide the highest quality of customer service, and to promote and further the efficiency and economy of the Company’s operation.

### **C. Scope of the Agreement**

1. This Agreement shall be applicable to Flight Attendants employed by the Company assigned to domiciles located in the United States, its territories and possessions within the jurisdiction of the Railway Labor Act, as amended.
2. All Flight Attendant duties on revenue flights operated on ExpressJet Airlines aircraft, which require a Flight Attendant, shall be performed by Flight Attendants on the ExpressJet Airlines seniority list in accordance with the terms of this agreement.
3. Notwithstanding C.1. and C.2., above, the Company may contract out revenue flying, in the event of an isolated specific situation, for a period not to exceed ninety (90) days per specific situation under the following circumstances:
  - a. No Flight Attendant will be furloughed as a result of assigning or contracting out such flying.
  - b. The Company determines it does not have sufficient or appropriate aircraft or Flight Attendants available to accomplish the needs of the service.
  - c. The Company shall provide prior written notice to the Union explaining the reason(s) for contracting out in accordance with this Section and shall provide the Union with an opportunity to meet and confer in connection with such written notice. The Company will not exercise the provisions outlined in C.3. more than twice in a rolling 12 month period without mutual agreement with the Union.

#### **D. No Strike/ No Lockout**

The Company agrees not to lock out any Flight Attendants during the term of this Agreement, until the procedures for settling disputes as provided herein, and as provided by the Railway Labor Act, as amended, have been exhausted. The Union and the Flight Attendants will not engage in any strikes, work stoppages, slow downs, honoring of picket lines, sympathy strikes, or other concerted interference with the operation of the company during the term of this agreement, until the procedures for settling disputes as provided herein, and as provided by the Railway Labor Act, as amended, have been exhausted. The Union and the Company reserve the right to seek injunctive relief or other available remedies for any violations of this no-strike/no-lockout clause. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the Union or to the Company or to their representatives, under the provision of the Railway Labor Act, as amended.

#### **E. Successorship and Mergers**

1. This Agreement shall be binding upon any successor or assign of the Company unless and until changed in accordance with the provisions of the Railway Labor Act, as amended. For purposes of this paragraph, a successor or assign shall be defined as an entity which requires all or substantially all of the assets of equity of the Company through a single transaction or multi-step transactions which close within a 12 month period.
2. No contract or other legally binding commitment involving the transfer of ownership or control pursuant to a successorship transaction, whether by sale, transfer, or lease of the Company or substantially all of its assets, will be signed or otherwise entered into unless it is agreed as a material and irrevocable condition of entering into, concluding, and implementing such transaction that the rates of pay, rules, and working conditions set forth in this agreement will be assumed by the successor employer and employees on the then current seniority list will be employed in accordance with the provisions of this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or substantial part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or lessor executes a definitive agreement with respect to a transaction as herein described.
3. In the event of a merger of airline operations between the Company and other air carrier, the Company will require, as a condition of any such operation merger that provisions be included requiring that the surviving carrier provide for fair and equitable integration of the pre-merger Flight Attendants' seniority list in accordance with Section 3 and 13 of the Allegheny Mohawk LPPs.

4. In the event of a merger of airline operations, this Agreement shall be considered to be amendable as provided in the Duration Section of this Agreement and Section 6 of the Railway Labor Act, as amended. Integration of the Flight Attendant groups shall not occur until the Flight Attendant seniority lists are merged pursuant to procedures as described above, and agreement is reached over rates of pay, rules, and working conditions for the post-merger craft or class. Prior to such agreement, the terms and conditions of this Agreement shall continue to apply to the Flight Attendants whose names appear on the Company's Flight Attendant System Seniority List.
5. The following additional requirements shall be applicable in the event of a merger, purchase, or acquisition involving the Company, regardless of the identity of the surviving carrier or whether formerly separate operations are to be integrated.
  - a. Unless and until any operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger company Flight Attendants, so long as such recognition is consistent with the Railway Labor Act, as amended, and any applicable rulings or orders of the National Mediation Board. Recognition of a post-merger representative shall be governed by the Railway Labor Act, as amended, and any applicable rulings or orders of the National Mediation Board.
  - b. Subject to applicable securities and other laws and regulations, the Company will review with the Union the details of any material agreements relating to successorship transactions in a timely manner, provided that no financial or other confidential business information need be disclosed unless suitable arrangements are made for protecting the confidentiality and use of such information.
  - c. In advance of any operational integration, the Company or surviving carrier, if different, will accept the integrated seniority list accomplished in accordance with Section 3 and 13 of the Allegheny Mohawk LLPs.
  - d. The inflight operations of the Company and those of the other air carrier shall be kept separate unless and until the processes described in E.3. and E.4., above, are completed. During such time of separate operations, Flight Attendants shall not be interchanged without the Union's written consent.
  - e. Until the processes described in E.3. and E.4., above, are completed, no Flight Attendant covered by this Agreement shall be furloughed as an effect of the merger, purchase, or acquisition.
  - f. The Company or surviving carrier, if different than the Company, shall meet promptly with the Union upon request to negotiate the implementation of the requirements of this paragraph.

#### **F. Alter Ego**

Except as otherwise provided for in this Section, the Company will not establish, operate, or control the operations of an “alter ego” unless that carrier utilizes the Flight Attendants on the seniority list in accordance with this Agreement.

#### **G. Expedited Board of Adjustment**

The Company agrees to arbitrate any grievance filed by the Union alleging a violation of E., above, on an expedited basis directly before the System Board of Adjustment with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within 3 days of the filing, an arbitrator will be selected pursuant to Section 19 of this Agreement. The dispute shall be heard no later than 30 days following the submission to the System Board (subject to the availability of the arbitrator), and shall be decided no later than 30 days following submission, unless the parties agree otherwise in writing.

## **SECTION 2 DEFINITIONS**

- A. “Active Flight Attendant” -means any Flight Attendant who has received any credit in a bid period.
- B. “Active Service” is any bid period to which a Flight Attendant has received any credit.
- C. “Administrative panel” or “Airline build option” -means the control panel associated with PBS from which a setting(s) can be made to dictate the outcome of a bid run solution.
- D. “Airline Build Threshold” -means the credit value that signals PBS to stop trying to award pairings and accept the schedule as complete.
- E. “Audit Trail” or “Bid Award Details” -means an individual reasons report generated by the PBS for a Flight Attendant(s) specifying why each trip was awarded or not awarded to such Flight Attendant(s).
- F. “Average Line Value” (ALV) -means the average schedule that is the resultant number in the management summary-run statistics indicating the average schedule credit values within a bid run solution.
- G. “Avoid” -means a bid request used to define unwanted trips or trip criteria during the month.
- H. “Award” -means a bid request used to define preferences for work during the month.
- I. “Bid Line”-means is a full bid period of assignments for a Flight Attendant, in her/his base, with specific dates and trips. It includes scheduled time, as well as known special assignments, and/or reserve duty days.
- J. “Bid Period” -means the first day through the last day of the period specified on the bid packets.
- K. “Bid Run Solution” or “Bid Run” –means entering or adjusting settings on the administrative panel on the Preferential Bidding System to produce a possible schedule or final award.
- L. “Block to Block” -means the period of time beginning when an aircraft first moves away from the ramp blocks and ending when the aircraft comes to a stop at the ramp blocks, at either intermediate stops or final destination.
- M. “Buddy Bid” -means Flight Attendants who want to be paired up together during a bid run.

- N. “Business Day” -means Monday through Friday except holidays.
- O. “Calendar Day” or “Day” -means from midnight to midnight.
- P. “Co-terminal” -is one (1) of two (2) or more airports serving the same geographical area.
- Q. “Company Date of Hire” –Original date of employment with the Company in any classification or position used for the purposes of vacation accrual and pass travel.
- R. “Contact to Scheduling” -means a phone call to scheduling
- S. "Credited Hours" or "Credited Time" -means all hours a Flight Attendant performs the duties of a Flight Attendant or is credited with a unit of time for pay purposes, except as otherwise provided for in this Agreement. Credited time shall include, but not be limited to, actual hours flown or scheduled flight time, whichever is greater; deadheading; vacation; accrued sick leave; extra sections, charter trips, other specified non-flight assignments and training, except as otherwise provided for in this Agreement.
- T. “Credit Window” –means the airline build min-max, threshold and partial value(s) set on the administrative panel. The credit window is defined by the min and max credit values a schedule needs to be considered complete. The partial schedule allows the airline to award schedules to Flight Attendants who cannot be awarded a schedule that meets the credit window (e.g., due to pre-assigned activities/credits, a lack of pairings, etc.), but meets the partial schedule requirements.
- U. “Crewmember Build Options” -means a function that allows the system to limit the number of Flight Attendants (in seniority order) that are allowed to use certain options. The functions include: above airline threshold, below airline threshold, max days On, monthly minimum days Off, reserve option, and assign reserve; all after “x” Flight Attendants.
- V. "Day Off" -means days designated on a Flight Attendant's final bid award as non-duty days.
- W. “Deadheading”- means the transport of a Flight Attendant for the purpose of covering or returning from a flying assignment.
- X. “Displaced” -means the forced transfer of a Flight Attendant from one domicile to another.
- Y. “Domestic Partner” –for the purpose of pass travel is defined in accordance with the mainline partner’s requirements. For all other purposes, “Domestic Partner” means a person who has an intimate, committed relationship with a Flight Attendant who is not legally married, where the relationship is intended to be permanent, and meets each of the

following criteria:

1. Have resided at the same residence and household as the Flight Attendant for at least six (6) consecutive months while in such a committed relationship; and
  2. Be at least eighteen (18) years of age and not legally married or the common law spouse of any other person; and
  3. Be mutually responsible with the Flight Attendant for each other's welfare and obligations; and
  4. Is not related by blood or adoption to the Flight Attendant; and
  5. Be the sole domestic partner with the Flight Attendant, and have been so for at least six (6) consecutive months; and
  6. Have provided the Company with either a notarized affidavit affirming his/her qualifications as a domestic partner pursuant to this definition, or a copy of a certification/registration of a domestic partnership from a governmental body pursuant to an applicable state or local law authorizing such certification/registration; and
  7. Provide two (2) pieces of documentation showing proof of:
    - i. shared primary residence (joint mortgage, lease or deed, or evidence of shared household expenses) (one (1) document); and
    - ii. shared fiscal responsibility (joint bank account, joint credit cards, designation of the Domestic Partner as durable power of attorney, or designation of the Domestic Partner as primary beneficiary of life insurance or a legal will or trust) (one (1) document).
- Z. Domicile/Base A “domicile” or “base” is a location to which Flight Attendants are assigned.
- AA. “Drafting” is the mandatory assignment, in inverse order of seniority, of open time to a Flight Attendant who is on a day off or completing her/his last scheduled segment of a trip pairing before going off duty, or who is otherwise unavailable for reassignment.

- BB. "Duty Day/Period" is a day in which a duty period begins or ends and all days away from domicile while flying a trip (includes deadhead). Also, any day, or partial day, scheduled for reserve duty, training or Company business.
- CC. FIFO (First In First Out) "FIFO" is a method of scheduling whereby Flight Attendants on reserve assignment depart their base on trips or trip pairings in the same order as they arrived.
- DD. "Final Bid Award" shall denote the name of the Flight Attendant, the scheduled days off, the scheduled days of flying, vacation, training, and/or known absences where applicable.
- EE. "Flight Attendant" - means an employee of the Company whose duties consist of performing or assisting in the performance of cabin service, standby duty, ground service, which may include picking up and tidying the aircraft, customer service duties at the airport, and related duties, as defined by the Company Policies and FAA regulations, in a resourceful and gracious manner. These duties include responsibility for applying these services for the welfare, comfort, and safety of customers. Whenever the term "Flight Attendant" is used, it will include the male and female gender.
- FF. "Flight Pay Hours" -means the actual elapsed time for block-to-block or the scheduled time from block-to-block as published in the monthly bid package, whichever is greater, on all scheduled and non-scheduled flights.
- GG. "Flight Segment" is each individual component of a trip including no more than 1 take-off and 1 landing.
- HH. "General Office Time" (GOT) means time zone where the General Office of the Company is located.
- II. "Initial Line Improvement Window" (ILIW) is a 24 hour period which allows Lineholders to trip trade and pick up trips after all adjustments have been completed but before construction of Reserve Schedules.
- JJ. "Inverse Seniority Order" -means from most junior to most senior Flight Attendant.
- KK. "Irregular Operation" (IROP) means severe weather or unforeseen event(s) (for example, a terrorist attack, power outage, etc.) that significantly affect flight operations at any of the Company's domicile(s) as determined by the Operations Control Center (OCC).
- LL. "Longevity" means the cumulative length of a Flight Attendant's active service with the Company, commencing on date of hire and accumulating thereafter in accordance with the terms of this Agreement. For pay purposes, longevity will be measured from date of hire as a Flight Attendant. For vacation and benefit purposes, longevity may include other active service with the Company.

- MM. “Line value” is the time value of a Flight Attendant’s scheduled, actual, or protected credit time, to include any deadhead, training, vacation, sick leave, etc.
- NN. “Lineholder” is a Flight Attendant who is awarded or assigned a regular line.
- OO. “Local time” (LT) -means the time at a Flight Attendant’s domicile.
- PP. “Mis-award ” means an occurrence in which a Flight Attendant properly submitted a valid bid and was not awarded a trip or line consistent with her/ his bid preferences, her/his seniority, known absences, programmed award logic, FAR’s, Company policy and the Agreement.
- QQ. “NAP” a single duty period trip that operates overnight to which a hotel will be provided.
- RR. “Open time” (OT) consists of those trips, flight segments or unscheduled trips which remain unassigned after bid awards.
- SS. “Personal Credit Threshold” —means a credit value that a Flight Attendant selects between sixty (60) and one hundred twenty (120) credit hours from the schedule options on the prebid sheet.
- TT. “Placeholder” - means a set amount of time for the purposes of blocking a schedule for pre-assignment, not to be used for pay purposes.
- UU. “Pre-award” —means any prescheduled activity or known absence placed on a Flight Attendant’s schedule before the bid opening.
- VV. “Preferential Bidding System/Preferential Bidding Software (PBS)” – means the system which creates a Flight Attendant’s monthly schedule using the Flight Attendant’s seniority and preferences, system awarding logic, and complies with the provisions in this Agreement.
- WW. “Primary Unstacking” —means an administrative panel function used to (manage primary stack) assign an excessive amount of open time during a specific date range remaining after a bid run solution.
- XX. “Reassignment/Reschedule” is the mandatory assignment of an on-duty Flight Attendant or a Flight Attendant during her/his scheduled trip or flight duty other than that for which she/he was originally scheduled provided it occurs prior to the originally scheduled duty-out time.
- YY. "Ready Reserve" -means in uniform at the airport available to fly, subject to the specific policies outlined in this Agreement.
- ZZ. “Reserve Flight Attendant” is a flight attendant who is required to be available for assignment to flight duty, either as a Call-in, a Ready, or an Airport Alert reserve duty. Flight attendants on reserve or airport alert status are required to perform traditional flight attendant duties, which may include customer service duties at the airport.

- AAA. “RX Days” are calendar day(s) of required availability which may be placed on a Lineholder’s schedule when her/his trip has been modified or cancelled. A Lineholder on an RX day will be assigned a trip or a 10-hour phone availability period.
- BBB. "Seniority" or “Bidding Seniority” -means the cumulative years, months and days that a Flight Attendant has been in the service of the Company as a Flight Attendant, commencing on her/his first day of initial Flight Attendant training. Seniority is governed by the provisions of Section 11, Seniority.
- CCC. “Secondary Unstacking” –means an administrative panel function used to (manage secondary stack) assign an excessive amount of open time on a specific day(s), remaining after a bid run solution.
- DDD. “Taxi” means Uber X, Lyft, Yellow Cab or any equivalent, licensed transportation company/service.
- EEE. “Threshold Line Value” (TLV) — means the credit hour value set in the administrative panel of the PBS for conducting bid runs in a position. The threshold is the point where pairings will no longer be added if the current schedule is complete so long as the value for a schedule fits into the credit window.
- FFF. “Trip Drop” means when, in a single transaction, a Regular Lineholder is permitted to drop a trip into Open Time, with no associated trip trade or pick up.
- GGG. “Trip Pairing or Trip” -is one or more flight segment(s) that shows flying to be done by a Flight Attendant from the time she/he departs her/his domicile until she/he returns to her/his domicile. Scheduled trips will be published in the monthly bid packets.
- HHH. “Trip Trade” -means when, in a single transaction, a Flight Attendant trades her/his trip(s) or a day off with another Flight Attendant or a trip in Open Time in accordance with the terms of this Agreement.
- III. “Unscheduled Trip” is any trip not operated on published schedules, such as extra sections, ferry flights, charters, etc.
- JJJ. “Virtual Credit” (VC) — means a credit value applied to a pre-assigned activity or absence for the purpose of bidding. This credit is not used for pay purposes.
- KKK. “Voluntary furlough” means a Flight Attendant accepts furlough when she/he has sufficient seniority to hold a position in the system.

**SECTION 3  
COMPENSATION**

A. Flight Pay

A Flight Attendant shall be paid hourly flight pay for each credited flight hour in accordance with her/his longevity as a Flight Attendant as follows:

[The rates in the table below will be applicable March 9<sup>th</sup> of each year.]

	DOS 2020	DOS 2021	DOS 2022	DOS 2023
1 <sup>st</sup> year	\$19.38	\$19.57	\$19.77	\$19.97
2 <sup>nd</sup> year	\$21.80	\$22.02	\$22.24	\$22.46
3 <sup>rd</sup> year	\$23.56	\$23.80	\$24.04	\$24.28
4 <sup>th</sup> year	\$24.92	\$25.17	\$25.42	\$25.67
5 <sup>th</sup> year	\$26.20	\$26.47	\$26.73	\$27.00
6 <sup>h</sup> year	\$27.87	\$28.15	\$28.43	\$28.71
7 <sup>h</sup> year	\$29.26	\$29.56	\$29.85	\$30.15
8 <sup>h</sup> year	\$31.26	\$31.58	\$31.89	\$32.21
9 <sup>h</sup> year	\$32.20	\$32.52	\$32.85	\$33.18
10 <sup>h</sup> year	\$33.71	\$34.05	\$34.39	\$34.73
11 <sup>h</sup> year	\$34.81	\$35.16	\$35.51	\$35.87
12 <sup>h</sup> year	\$36.65	\$37.02	\$37.39	\$37.76
13 <sup>h</sup> year	\$37.32	\$37.70	\$38.07	\$38.45
14 <sup>h</sup> year	\$37.84	\$38.22	\$38.60	\$38.99
15 <sup>h</sup> year	\$38.76	\$39.15	\$39.34	\$39.73
16 <sup>h</sup> year	\$38.76	\$39.15	\$39.63	\$40.03
17 <sup>h</sup> year	\$38.76	\$39.15	\$39.92	\$40.32
18 <sup>h</sup> year	\$38.76	\$39.15	\$40.21	\$40.61
19 <sup>h</sup> year	\$38.76	\$39.15	\$40.50	\$40.91
20 <sup>h</sup> year	\$40.00	\$41.50	\$42.00	\$42.42

## B. Incentive Pay Rates

A Flight Attendant will be paid the following incentive pay rates for all block hours flown in excess of ninety-five (95) hours per bid period, including deadhead.

[The rates in the table below will be applicable March 9<sup>th</sup> of each year.]

	DOS 2020	DOS 2021	DOS 2022	DOS 2023
1 <sup>st</sup> year	\$24.38	\$24.57	\$24.77	\$24.97
2 <sup>nd</sup> year	\$26.80	\$27.02	\$27.24	\$27.46
3 <sup>rd</sup> year	\$28.56	\$28.80	\$29.04	\$29.28
4 <sup>th</sup> year	\$29.92	\$30.17	\$30.42	\$30.67
5 <sup>th</sup> year	\$31.20	\$31.47	\$31.73	\$32.00
6 <sup>h</sup> year	\$32.87	\$33.15	\$33.43	\$33.71
7 <sup>h</sup> year	\$34.26	\$34.56	\$34.85	\$35.15
8 <sup>h</sup> year	\$36.26	\$36.58	\$36.89	\$37.21
9 <sup>h</sup> year	\$37.20	\$37.52	\$37.85	\$38.18
10 <sup>h</sup> year	\$38.71	\$39.05	\$39.39	\$39.73
11 <sup>h</sup> year	\$39.81	\$40.16	\$40.51	\$40.87
12 <sup>h</sup> year	\$41.65	\$42.02	\$42.39	\$42.76
13 <sup>h</sup> year	\$42.32	\$42.70	\$43.07	\$43.45
14 <sup>h</sup> year	\$42.84	\$43.22	\$43.60	\$43.99
15 <sup>h</sup> year	\$43.76	\$44.15	\$44.34	\$44.73
16 <sup>h</sup> year	\$43.76	\$44.15	\$44.63	\$45.03
17 <sup>h</sup> year	\$43.76	\$44.15	\$44.92	\$45.32
18 <sup>h</sup> year	\$43.76	\$44.15	\$45.21	\$45.61
19 <sup>h</sup> year	\$43.76	\$44.15	\$45.50	\$45.91
20 <sup>h</sup> year	\$45.00	\$46.50	\$47.00	\$47.42

### C. Minimum Monthly Guarantee

1. Minimum Monthly Guarantee shall be eighty (80) hours per bid period for Lineholder Flight Attendants and Reserve Flight Attendants, unless adjusted in accordance with Section 4.
2. Minimum Monthly Guarantee will be prorated if a Flight Attendant is unavailable for a portion of the bid period.
3. A Flight Attendant who is not available for the entire bid period will have her/his Minimum Monthly Guarantee and pay reduced to zero (0).

### D. Lineholder Line Value

1. A Flight Attendant will be paid each bid period for the sum of scheduled or actual flight time whichever is greater, vacation pay, training, deadhead pay (if applicable), and any other applicable pay credits.

### E. Reserve Guarantee

1. Except as provided in this Agreement, a reserve Flight Attendant shall receive a Minimum Monthly Guarantee of eighty (80) hours for each bid period. The guarantee for a Reserve Flight Attendant will be reduced by 4 hours for each day or portion of a day the reserve is unavailable for duty.
2. A Reserve Flight Attendant who calls out sick for a reserve period, including Airport Ready Reserve or any other reserve assignment will be paid and credited with the prorated Minimum Monthly Guarantee per day missed from her/his sick leave bank. A Reserve Flight Attendant who calls out sick for a portion of the day on which she/he operated a flight will be paid and credited with the prorated Minimum Monthly Guarantee per day missed or the actual block time, whichever is greater.

### F. Reserve Line Value

1. A Reserve Flight Attendant will be paid each bid period for the sum of actual flight time, vacation pay, training, deadhead pay (if applicable), and any other applicable pay credits, or the Minimum Monthly Guarantee, whichever is greater.

### G. Part Time/Job Share Guarantee

1. Guarantee provisions of this Agreement do not apply to Part Time/Job Share Lineholder Flight Attendants. Part Time/Job Share Flight Attendants shall be compensated for all pay credits to which they are entitled pursuant to this

Agreement.

2. Job Share Reserve Flight Attendants will receive half of the Minimum Monthly Guarantee. Job Share Flight Attendants shall be compensated for all pay credits to which they are entitled pursuant to this Agreement.

#### H. Pay

1. Pay dates shall be the 15th and the last day of each month. If a pay date falls on a Saturday, Sunday or a bank holiday, paychecks shall be issued on the preceding business day.
2. Checks issued on the 15th of each month shall include fifty percent (50%) of the current month's Minimum Monthly Guarantee or adjusted Minimum Monthly Guarantee at the applicable rate of pay, and the flight pay balance and per diem from the previous month. Checks issued on the last day of each month shall include fifty percent (50%) of that month's Minimum Monthly Guarantee or adjusted Minimum Monthly Guarantee at the applicable rate of pay.
3. If a Flight Attendant's rate of pay changes during a bid period, her/his pay for the bid period will be increased on the effective date of such pay rate change.
4. Payroll snapshot dates will be posted on the monthly bid packet.
5. Compensation due on the 15<sup>th</sup> of the month will be reduced by an amount equal to any reduction(s) in compensation incurred for the previous month.
6. Any audit older than the previous month resulting in a reduction in compensation will be accompanied by an explanation provided to the Flight Attendant electronically, no later than the affected pay date.

#### I. Pay Discrepancies

1. If a Flight Attendant believes that there has been an error in the computation of her/his pay, she/he must submit an electronic pay claim that describes the discrepancy. If she/he submits the pay claim within ninety (90) days of the paycheck date, she/he will receive a response within fourteen (14) days. The Company shall substantiate the denial of any pay claim.
2. If the pay shortage to the Flight Attendant is fifty dollars (\$50.00) or less, the shortage shall be added to her/his next paycheck after the Company's response. If the pay shortage to the Flight Attendant is more than fifty

dollars (\$50.00), and if requested by the Flight Attendant, a check for the shortage amount will be issued within four (4) business days and forwarded to the Flight Attendant by overnight mail. If the Flight Attendant does not make such request, the shortage amount will be paid on the next off cycle pay check via the Flight Attendant's normal method of pay.

3. In the event of an overpayment to a Flight Attendant due to the Company error (i.e. not a change of credit hours after payroll snapshot), the overpayment will be repaid as follows:
  - a. Amounts under \$100.00 will be deducted in a single payment;
  - b. Amounts of \$100.00 or more the Company will offer the following repayment options, unless the Flight Attendant leaves the Company during the time period of repayment:
    - i. Equal amounts from two (2) separate paychecks,
    - ii. Equal amounts from three (3) separate paychecks or
    - iii. A payment plan of up to twelve (12) months will be agreed to between the company and the Flight Attendant for overpayments of \$500.00 or more.
4. The Company will provide direct deposit of a Flight Attendant's pay to banks or credit unions with proper authorization executed by the Flight Attendant.

#### J. Trip Credit Value

1. Except as specified in J.2., K. and L below., a Flight Attendant's trip pay shall be the greater of the scheduled (original trip value) or the actual block time (including any deadhead time), calculated by flight segment.
2. Each NAP trip will be credited the greater of scheduled, actual block time or four (4) hours.

#### K. Original Trip Credit Value

1. Lineholder Flight Attendant's original trip value is based on the value of the trip when:

- a. A Lineholder is awarded the trip during the bid award process after adjustments are complete, or;
- b. A Lineholder picks up the trip, or;
- c. A Lineholder trades for the trip.

#### L. Cancellation Pay

1. If a Lineholder Flight Attendant's duty period is modified as a result of a reassignment or cancellation that affected duty period shall be credited the greater of:
  - a. The sum of the originally scheduled block times (including any deadhead time) for the segments in that affected duty period, or;
  - b. The sum of the actual block times (including any deadhead time) of the segments flown during that affected duty period.
2. In the event an unanticipated action by a government agency (an emergency airworthiness directive issued by the FAA, for example) results in the grounding of the entire fleet or all of one (1) type of aircraft, the Company may elect, following consultation with the IAM President Directing General Chairperson, to pay Flight Attendants her/his Minimum Monthly Guarantee, pro-rated for the period of time remaining in the month, rather than compensating Flight Attendants with cancellation pay.

#### M. Trip Rig

Prior to trip origination, each trip that contains a scheduled rest period of over 29 hours shall have the following minimum pay value, or the flight time, whichever is greater:

1. A flight attendant who departs her/his domicile on a trip shall receive a minimum of 1 hour of pay for each 4 hours elapsed period, prorated until she/he returns to her/his domicile.
2. Such trip rig pay shall be computed so as to include the time required to report for duty prior to flight, but not less than 1 hour, and the time subsequent to her/his return including the 15 minutes continuation of duty time after a trip arrives at the block (30 minutes for trips when Customs clearance is required).
3. A flight attendant's trip rig pay will be based on scheduled or actual duty time, whichever is greater.
4. The difference between the flying pay earned during such period and the minimum pay provided in this paragraph shall be computed as an extension of the final portion of the return trip to such flight attendant's domicile.

#### N. Deadhead

1. A Flight Attendant will receive one-hundred percent (100%) of the applicable flight pay hours for the scheduled flight time or actual flight time of a deadhead, whichever is greater.
2. When deadheading by surface transportation, a Flight Attendant will be credited and paid one hundred percent (100%) of the scheduled travel time by using AAA mileage to or from an assignment, assuming a travel speed of 50 miles per hour.

*Example:* 300 AAA miles x 100 % = 300 miles  
300 miles ÷ 50 mph = 6.0 hours of pay

3. A Flight Attendant who is granted an Alternate Deadhead will be compensated for the scheduled value of the original deadhead.

#### O. Training Pay

1. Except for initial training, Flight Attendants shall be credited with four (4) hours of flight pay per each eight (8) hours of scheduled training, prorated.
2. If training is scheduled after bid awards and a Flight Attendant is required to drop a trip to attend training, the Flight Attendant shall be credited with lost scheduled time and deadhead time, if applicable, or training pay as provided in O.1, above, whichever is greater. This paragraph will not apply if the change in training date is initiated by the Flight Attendant.
3. Home Study or Computer Based Training (“CBT”)

If the Company elects to use any method of training such as home study or CBT that is in lieu of formal ground school to comply with FAA requirements, a Flight Attendant will be paid and credited three and one-half (3.5) hours at her/his applicable hourly rate of pay for each eight (8) hours, prorated, of FAA-approved training credit earned in home study.

4. Out of Domicile Training
  - a. A Flight Attendant who is required to leave her/his domicile for training will be entitled to per diem and deadhead pay.
  - b. Deadhead travel to and/or from training does not constitute a reassignment with Section 4, and does not qualify for reassignment pay.
  - c. If the Flight Attendant is required to remain at the training site for additional day(s), she/he shall receive an additional day of training pay as provided for in O.1, above, or deadhead pay whichever is greater, and per diem for each additional day that she/he is required to remain at the training site.

- d. The Company will schedule training in order not to exceed a thirteen and one half (13.5) hour duty day including deadheads. In the event of an unscheduled reassignment the Flight Attendant will be compensated as follows:
  - i. A Flight Attendant may opt to waive her/his duty day to return to her/his domicile.
  - ii. If a Flight Attendant opts not to waive duty day limitations up to fifteen and one half (15.5) hours to return to her/his domicile on the same day as a training assignment, the Company will only provide a hotel and the Flight Attendant will not qualify for an additional day of training pay.
  - iii. If a Flight Attendant opts not to waive her/his duty day limitations beyond fifteen and one half (15.5) hours to return to her/his domicile on the same day as the training assignment, the Company will provide a hotel and the Flight Attendant will be credited for an additional four (4) hours of pay or deadhead pay, whichever is greater.

P. Ready Reserve Pay

An Airport Ready Reserve Flight Attendant will be paid and credited with five (5) credit hours, or actual hours flown that day, whichever is greater.

Q. Drafting Pay

A Flight Attendant who is drafted will be paid one hundred fifty percent (150%) of her/his hourly rate of pay for the greater of the scheduled or the actual flight time, paid above the monthly guarantee.

R. Open Time

1. Trips or portions thereof picked up from Open Time will be paid above the Minimum Monthly Guarantee.
2. A Flight Attendant who voluntarily picks up a carry-over trip from Open Time (i.e. a trip that begins in one month and ends in the next month) will be paid and credited for such hours flown above her/his Minimum Monthly Guarantee in the month that the flying occurred.
3. A Flight Attendant who trades a trip or portion of a trip that reduces her/his line value below the Minimum Monthly Guarantee will have her/ his Minimum Monthly Guarantee reduced by the number of hours the new line value dropped below the Minimum Monthly Guarantee.

## S. Red Flag

1. Any trips in Open Time designated as “Red Flagged” premium pay will be paid to the Lineholder Flight Attendant at least one hundred fifty percent (150%) of her/his applicable rate of pay.
2. Crew Scheduling may remove the Red Flag designation from a trip at any time prior to the Lineholder Flight Attendant picking up the trip.
3. Red Flagged trips will be available to Lineholder Flight Attendants for pickup on days off or trades. Trades from a Non-Red Flag trip to a Red Flag trip would only be eligible for premium pay on days previously not scheduled to work.

*Example: A Flight Attendant trades a 2-day trip for a 4-day trip over Red Flagged days. The additional days of the 4-day trip will be paid at Red Flag rates.*

4. Red Flagged trips will be available to Reserve Flight Attendants for pick up during the Aggressive Pick Up Window, per Section 4.S.6, but will only be paid at one hundred percent (100%).
5. A Lineholder Flight Attendant that picks up a Red Flagged trip from a Reserve Flight Attendant per Section 4.O.1.c., will be paid at the Red Flagged rate.
6. A Flight Attendant may trade one Red Flagged trip for another Red Flagged Trip and retain eligibility for Red Flag pay. Such trade must meet all other trip trading requirements in Section 4.
7. A Flight Attendant may pick up Red Flagged open time out of her/his domicile. Hotel and positive space travel will not be provided to a Flight Attendant who picks up open time out of her/his domicile.
8. The Company will make an announcement in writing when any trips in Open Time have been designated Red Flagged, and will provide the Union with a copy of all Red Flagged trips.
9. The Company will meet and confer with the Union should there be a need for any adjustment to the Red Flag process for any period of time.
10. If the carry-over trip voluntarily picked up from Open Time has been designated by the Company for Red Flag pay, the entire trip will be eligible for Red Flag, such pay to be credited in the month that the flying was performed.

T. Holiday Pay

A Flight Attendant who works on New Year's Day, July 4<sup>th</sup>, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve shall receive an additional five dollars (\$5.00) per hour per diem for each hour she/he is away from domicile or performing Airport Ready Reserve, prorated.

U. IOE Instructor Pay

A Flight Attendant who performs the duties of an Initial Operating Experience (IOE) Instructor shall be paid and credited at one hundred fifty percent (150%) of her/his applicable hourly rate of pay for the flight pay hours that IOE instruction is performed.

V. Early Report

Where a Flight Attendant is required to report early at an outstation, she/he shall be paid and credited fifteen (15) minutes of Flight pay, including any premium pay that may be applicable.

W. Holding Pay

A Flight Attendant will be paid fifteen dollars (\$15.00) dollars per hour, prorated by minute, as holding pay for all unscheduled ground time over thirty (30) minutes if required to remain on board the aircraft with passengers or perform customer service duties. A Flight Attendant will only be paid holding pay when not receiving hourly flight pay.

X. Profit Sharing/Performance Based Incentives

Flight Attendants covered under this agreement will be included in the ExpressJet Profit Sharing Plan and Performance Based Incentives.

Y. Special Assignment Pay

A Flight Attendant on special assignment shall be compensated five (5) hours for every eight (8) hours of duty at her/his rate of pay for such assignment.

Z. Pyramiding and Compounding

There will be no compounding or pyramiding of cancellation pay, drafting premium pay, or holiday premium pay. A Flight Attendant will not collect cancellation pay for a cancelled or removed leg while collecting pay for a leg covering the same period of time.

## SECTION 4 SCHEDULING

### A. Union Scheduling Committee (USC)

1. The Vice President of Inflight Services, or her/his designee(s), will meet monthly with the Union's Scheduling Committee (USC), in accordance with Section 22.A, if requested, to discuss scheduling issues.
2. Three (3) members of the USC, who will be employees of the Company and appointed by the Union, will be granted Union leave for participation in the trip construction process and the bid run award solutions. The USC will meet with the Company each month to reach mutual agreement on the bid run solutions. The USC will collaborate in the trip construction process as provided in D, below. As of the date of signing (DOS), if there is an increase in the number of crew bases, one (1) additional USC member will be added per every two (2) additional bases for the purpose of participation in the trip construction process and the bid run award solutions.
  - a. The USC members listed in A.2. above, will be paid and credited at their current rate of pay for six (6) hours or lost credit time, whichever is greater by the Company for the days in which they report for USC work.
  - b. The Company will grant five (5) days of Union leave per member each month for USC work. The IAM President Directing General Chairperson or her/his designee will determine the days in which the Flight Attendants will receive such leave.
  - c. Generally, USC meetings with the Company will be on Company property; however, exceptions may be reached by mutual agreement for weekends, holidays and/or scheduling conflicts.
  - d. The Company will advise the USC each month of the trip construction and bid run solution(s) timeline.
  - e. The Company and the USC will be responsible for administration of the PBS system as well as potential changes to the system. Any changes to the system will be made in writing with mutual agreement between the Company and the Union.
  - f. The Company and the USC will consider Flight Attendant quality of life and operational efficiency when constructing trip(s) and performing bid run solutions.
  - g. When constructing trips, the Company and the USC will comply with the requirements of D, below.

- h. When performing bid runs the Company and the USC will comply with the requirements of B., below.
    - i. The Company will provide a computer and bidding software for the USC. Each time there is an update to the system or new software is needed, the Company will provide the update and/or software to the USC.
    - j. The Company will meet with the USC to run and review pairing solutions. The USC will also participate in meetings in which pairing solutions are determined.
    - k. The USC members may make recommendations, which the Company will take into consideration.
- 3. At least one (1) USC member listed in A.2., above, will have received vendor-provided training associated with the software used in the PBS line construction. If the decision is made to build separate pairings from the pilots, at least one (1) USC member listed in A.2. above, will have received vendor-provided training associated with the software used in the trip construction process.
  - a. USC members receiving such training will be released from duty per A.2.b, above.
  - b. If there is no cost, any replacement members will be trained at the request of the Union.
  - c. If there is a cost associated with training a replacement USC member, the Company will be responsible to train up to one (1) USC member for replacement per calendar year.
  - d. Such costs associated with training a replacement USC member in A.3.c, above, will only cover the cost of training. Such costs including, but not limited to, travel, lodging and incidental expenses will not be paid by the Company.
  - e. If there is a vacancy in training that the Company is already attending, the Union will be invited to such training at no cost to the Union.
- 4. For twelve (12) months after the implementation process is complete, one (1) USC Subject Matter Expert (SME) appointed by the Union, will be available eight (8) hours per day, during the bidding period in each of the crew rooms to assist with bidding for every three hundred (300) Flight Attendants in that base, however each base will have at least one (1) SME. SMEs will be paid and credited per Section 3, by the Company for the days in which they report for SME work, not to exceed four (4) days designated by the Union per SME. After twelve (12) months, the Company and Union will meet and review any additional needs for a SME in the bases.

5. The company will maintain and staff the PBS hotline. This hotline will offer assistance during the entire bid, as well as bid award review for two (2) days after preferences have been awarded. The Company will staff the Hotline to allow Flight Attendants access from the hours of 8am-5pm ET. Additionally, the Company will provide an electronic forum for inquiries to be submitted.
6. Nothing in this section entitles the USC to strategic, proprietary or confidential information or access to meetings or discussions where such information may be discussed.
7. USC members will be required to execute confidentiality and nondisclosure agreements to participate in the activities contemplated in A.2., above.
8. Subject to the provisions of this Agreement, the Company will grant the USC access to stored Crew Scheduling electronic data relating to rescheduling, extensions, open-time, trades, drop requests, leaves of absence, vacations, sick calls, drafting events, hotel changes and reserve assignments, provided that such information is not confidential, or protected from disclosure by law. This right of access does not extend to communications, e.g., email messages or voice messages. To obtain the access allowed by this paragraph, the USC will make a specific request for the information it desires to inspect, and the Company and the USC will mutually agree upon a date and time that will be within five (5) business days after the Company receives the request.

#### B. Preferential Bidding System (PBS)

1. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements of this Section and any other terms which have been mutually agreed upon by the Company and the Union for the construction and award of lines of time for each bid period. Flight Attendants will use such PBS for bidding each bid period.
2. Access to the PBS and training for its usage shall be provided at no cost to each Flight Attendant.
3. The bidding system is subject to change based on vendor selection. The Company will meet and confer with the Union prior to vendor selection.
4. The Company will maintain a hotline to assist Flight Attendants with bidding.
5. Each active Flight Attendant will be awarded a schedule on the basis of:
  - a. This Section;
  - b. This Agreement;
  - c. The FARs;
  - d. Her/his seniority;

- e. Her/his bid preferences;
  - f. Her/his known absences;
  - g. Programmed award logic; and
  - h. Company policy, if applicable.
6. Sort Criteria: The PBS will provide a Flight Attendant the ability to sort for trips according to several sets of criteria, including, but not limited to:
- a. Types of bid requests (the terminology in the PBS may differ):
    - i. Avoid – A bid request used to define an unwanted trip(s) or trip criteria during the bid period;
    - ii. Award – A bid request used to define preferences for work during the bid period;
    - iii. Global – a bid request that sets overall guidelines for the bidder’s schedule;
    - iv. Prefer Off – A bid request used to request dates or days off during the bid period.
  - b. Types of conditions (the terminology in the PBS may differ):
    - i. Average Daily Credit;
    - ii. Avoid preference: Flight Attendants will have the ability to avoid being awarded a trip(s) with a specific senior Flight Attendant(s);
    - iii. Buddy Bidding;
    - iv. Carryover Pairings;
    - v. Check-in Airport;
    - vi. Credit;
    - vii. Senior Flight Attendant on Pairing;
    - viii. Days Off;
    - ix. Deadheads;
    - x. Departure Dates;
    - xi. Duty On (Base Local Time);

- xii. Duty Period Length;
  - xiii. Duty Period Release Time;
  - xiv. Duty Period Report Time;
  - xv. Equipment;
  - xvi. Fly Thru Airports;
  - xvii. Ground Time (Per Leg);
  - xviii. Layovers;
  - xix. Legs per Duty Period;
  - xx. Length of Pairing;
  - xxi. Pairing Number;
  - xxii. Personal Credit Value: Flight Attendants will have the option to set a personal credit value. This is a credit value that each Flight Attendant can set to bid to achieve a desired credit value for her/his line. The credit value window can be set from sixty (60) virtual credit hours to one hundred twenty-five (125) virtual credit hours;
  - xxiii. Prefer Off;
  - xxiv. Nap Pairings;
  - xxv. Release Time;
  - xxvi. Report Time;
  - xxvii. Specific Pairings;
  - xxviii. Time Away From Base.
- c. Types of Reserve Flight Attendant preferences (the terminology in the PBS may differ):
    - i. Days Off;
    - ii. Days On;
    - iii. Length of Reserve Block;
    - iv. Long-Call Reserve;

- v. Short – Call Reserve Shifts (e.g., R00, R03, R06, R09, R12, etc.)
  - d. Reserve Line Bidding: If a Flight Attendant is awarded a reserve line, her/his days off will be awarded in seniority order by the PBS, based on her/his preferences for days off.
  - e. Additional options/preferences may be added or deleted by mutual agreement between the Company and the Union.
- 7. Each month the Company and the USC will send out a Flight Attendant's Pre-Assigned Credit Report, two (2) days prior to the bid being open.
- 8. Flight Attendants shall submit a bid containing her/his preferences in priority order. Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time, with the Flight Attendant holding as many trips available at her/his seniority that meet her/his specific preferences, provided that those trips do not conflict with known absences, carry-in trips and/or pre-awards.
- 9. In the event of a failure preventing use of the PBS for a bid period, an alternative bidding system will be made available to Flight Attendants to be mutually agreed upon by the Company and the Union.
- 10. The Company will maintain at least two (2) computers and printing capability for each one hundred (100) Flight Attendants at a domicile for use in accordance with this Section. However, no domicile will have fewer than two (2) computers and printing capability available for such use.
- 11. Trips shall be placed in the PBS for bid in accordance with D, below.

#### C. Electronic Board (EB)

- 1. The Company shall provide an Electronic Board (EB), which shall be the primary means for picking up and trading with Open Time or another Lineholder Flight Attendant, picking up and trading of reserve shifts, and posting of and picking up trips, as provided for in this Agreement with the exception of split transactions and during the time period specified in O.5., below.
- 2. The EB will also allow a Flight Attendant to view published current Open Time.
- 3. The EB will display the status of all adjustment requests (e.g., pending, denied, or awarded). A denied request will state the reason for the denial. Schedule adjustment requests will be approved through the EB where the transaction was conducted through the EB. The EB will display all published open flying at all domiciles.
- 4. The EB will be processed in real time.

5. The EB may be accessed on Company computers available for Flight Attendant use in accordance with this Section or through the internet. The EB will be provided at no cost to the Flight Attendants.
6. Schedule adjustment requests are approved when a Flight Attendant obtains confirmation from the Company through the EB.
7. The EB will allow a Flight Attendant to view, in real-time, the following:
  - a. Availability of all Reserve Flight Attendants;
  - b. On-call periods for other Reserve Flight Attendants;
  - c. Trips assigned to other Reserve Flight Attendants;
  - d. Time and date trips are assigned to Reserve Flight Attendants;
  - e. Unassigned current Open Time.

#### D. Trip Construction

1. All known flying will be constructed into trips.
2. The Company will provide to the USC the total scheduled block hours of known flying in the following month.
3. Flying received after the trip construction process has been completed will be worked into existing trips, as possible. Remaining flying will be constructed into new trips and will be placed into open time.
4. A trip will not be constructed to exceed four (4) days or with more than six (6) segments in a duty period. The President Directing General Chairperson or her/his designee and Vice President, Inflight Services of Inflight or her/his designee must mutually agree to waive such limitation on a case-by-case basis.
5. Trips will be constructed in accordance with the 7., below.
6. A trip will be constructed to begin and end at the same domicile.
7. To the extent reasonably practicable and considering the Company's utilization parameters, operational productivity and performance, costs, and efficient use of staffing, the Company will construct trips as follows:
  - a. To minimize the use of extended breaks within a duty period; and
  - b. To maintain a mix of types of trips according to length (i.e., 1-day, 2-day, 3-day, 4-day); and
  - c. With block times front loaded towards the beginning of the trip; and

- d. Will not construct more than seventy percent (70%) of the total number of trips as 4-day trips, which can be waived if the Company and Union mutually agree that the change would make the overall solution more beneficial.

These parameters are to be considered in the context of the entire schedule and the parties recognize that not all trips will comply with these parameters.

- 8. The Union and the Company must mutually agree to build separate trip pairings for the Pilots and the Flight Attendants.

E. Line Construction

- 1. The Company will apply any carry-in trip(s)/known absence(s)/pre-award virtual credit(s) to a Flight Attendant’s schedule. Carry-in trip(s)/known absence(s)/pre-award virtual credit(s) that are known at the time of bidding will be pre-planned in the bid process. The virtual credit value of the known absence(s)/pre-award credit(s) will be reflected in the total value of the line for purposes of the line building parameters according to the below schedule:

Training Instructor Shift	4.0 hours/day
Training	4.0 hours/day
Vacation	3.5 hours or 4 hours/day
Jury Duty	3.75 hours/day
Union Business	5 hours/day
Special Assignment/Company Business	3.5 hours/day
Recruiting	3.5 hours/day
Disciplinary Time Off	2.75 hours/day
Leaves of Absence	2.75 hours/day
Sick Leave	2.75 hours/day
Furlough	2.75 hours/day
Resignation	2.75 hours/day
Retirement	2.75 hours/day
Other	2.75 hours/day
Deadhead	2.50 hours/day

Note: Additional credit classifications to the chart above will only be added by mutual agreement between the Company and the Union through a MOU(s).

(The above chart will only be utilized as virtual credits for line construction purposes. Pay and/or credit for any absence/event will be in accordance with the applicable Section).

2. A Lineholder Flight Attendant who is available for an entire bid period will be scheduled for a minimum of twelve (12) days off in thirty-one (31) day bid periods and eleven (11) days off in thirty (30) day bid periods. A Flight Attendant who is not available for an entire bid period will have her/his days off prorated in accordance with the chart in paragraph R.6.e., below.
3. Regular lines will contain a combination of trips, days off, and carry-in trip(s)/known absence(s)/pre-award credit(s), and shall not contain reserve days. A regular line will not contain any out of domicile pairings, unless the pairing begins and ends with a deadhead to and from the Flight Attendant's domicile. A regular line will be constructed with no more than one hundred twenty (120) virtual credit hours, including deadhead, unless a Lineholder agrees to more than the one hundred twenty (120) virtual credit hours.
4. Reserve lines will contain only reserve days, days off, and carry-in trip(s)/known absence(s)/pre-award credit(s).
5. NAP Lines
  - a. NAPs will be sorted separately (within a bid preference) from all other pairings and awarded as "pure" NAP Lines.
  - b. A Lineholder Flight Attendant will be permitted to bid to construct a NAP Line or bid to construct a non-NAP Line.
  - c. A NAP Lineholder Flight Attendant will not be awarded more than four (4) NAPs in a row without having two (2) days off following the fourth (4<sup>th</sup>) NAP. She/he can waive these requirements.
  - d. Virtual credit for NAP trips will be determined by the Union and the Company each month and published in the bid packet.
6. Vacation Low Option
  - a. In a bid period in which a Flight Attendant has vacation, she/he will have the option to select vacation low. Selection of the vacation low option may maximize days off.
  - b. A Flight Attendant who has vacation will have the option to use either three and one half (3.5) virtual credit hours or four (4.0) virtual credit hours for each day of her/his vacation period applied toward her/his schedule for the bid period for which she/he has a vacation.
  - c. In a month in which a Flight Attendant has vacation, she/he will have the option, at her/his discretion, to select the "Vacation Low" option. This option sets the TLV at seventy (70).

- d. If awarded less than the Minimum Monthly Guarantee due to selection of the vacation low option and/or increasing the virtual credit of the vacation, these options waive the Flight Attendant's Minimum Monthly Guarantee and she/he will only be guaranteed pay for the trips on her/his final bid award plus vacation credit.

#### F. Eligibility to Bid

1. To be eligible to bid a line, a Flight Attendant must be qualified and current within the first forty-eight (48) hours of the bidding window.
2. If a Flight Attendant has been absent due to a leave of absence, illness or injury, she/he may bid for the month she/he returns to duty. She/he must first provide proper documentation to the Company in accordance with this Agreement and/or applicable Company policy and it must be received by the Company no later than the fifth (5th) day of the bid period prior to the return date. The Flight Attendant will be awarded a schedule for that portion of the bid period during which she/he will be available with the number of minimum days off prorated based on the chart in R.6.e., below (e.g., a Flight Attendant returning from maternity leave mid-bid period).
3. If the proper documentation with a timestamp has not been provided to the Company by the fifth (5th) of the bid period prior to the return date, the Flight Attendant will not be permitted to bid.
4. A Flight Attendant who is not eligible to bid a line will, as soon as possible after becoming available, coordinate her/his return to duty with the Company.
  - a. A Flight Attendant who would have been a Lineholder Flight Attendant shall jointly construct a regular line from Open Time with prorated days off in accordance with the chart in R.6.e., below.
  - b. A Flight Attendant who would have been a Reserve Flight Attendant shall submit their preferences for days off in accordance with the chart in R.6.e., below and call out times.
  - c. A Flight Attendant's preference for days off will be taken into consideration. A Flight Attendant who fails to coordinate her/his return to duty in accordance with this paragraph within two business days after becoming available may be assigned a line (with trips, reserve days, or both) with prorated days off.
5. When a Flight Attendant returns from a leave and was ineligible to bid, schedules will be built as close to the MMG as possible. A Flight Attendant may waive their MMG and accept a lower credit schedule, not to be reduced below fifty-five (55) credit hours provided the Flight Attendant will be available for the entire bid period.

6. A Flight Attendant withheld from service by the Company at the time of bids closing will be allowed to bid for a schedule for the following bid period in accordance with this Section.
7. A Lineholder Flight Attendant who goes on inactive status after bids have closed will receive a bid award. Trips will be dropped to Open Time, consistent with N, below, only for the known period of unavailability.

#### G. Bid Periods

1. Bid periods for scheduling, bidding, and pay are established as follows:

January:	30 days	Jan 1-30
February:	30 days*	Jan 31-Mar 1
March:	30 days	Mar 2-31
April:	30 days	Apr 1-30
May:	31 days	May 1-31
June:	30 days	Jun 1-Jun 30
July:	31 days	Jul1-Jul 31
August:	31 days	Aug 1-Aug 31
September:	30 days	Sept 1-Sep 30
October:	31 days	Oct 1-Oct 31
November:	30 days	Nov 1-Nov 30
December:	31 days	Dec 1-31

\*Leap Year will make February a 31 day bid period.

2. The Union and the Company must mutually agree to any changes to the bid periods. Any change will be included in the Bid Packet and will not affect the Minimum Monthly Guarantee. Agreement for changes will not be unreasonably withheld.

#### H. Bidding Process and Timeline

1. No later than the time bids open, pairing packages will be made available to all Flight Attendants electronically via a system that may be accessed from home computers and Company computer terminals available for the Flight Attendant use. Pairing packages shall contain all of the pairing information along with the following information:
  - a. Date issued
  - b. Bidding deadlines
  - c. Estimated Threshold Line Value;
  - d. Published Credit Window min and max;

- e. Estimated number of regular and reserve lines;
  - f. Hotel information (name and telephone number);
  - g. Crew Scheduling telephone number(s), including international contact number(s), designated fax number(s), and a toll-free number accessible from within the contiguous forty-eight (48) states
  - h. Transportation contact number(s) if the Company has contracted directly with an entity other than the hotel to provide transportation;
  - i. Crew airport pickup location.
  - j. After publication, the Company will electronically update any information contained in the pairing package within twenty-four (24) hours if such information changes or is determined to be incorrect.
2. In the event of a major, previously unknown airline schedule change, after trips are constructed, the Bid Timeline noted below may be modified. In such an event, the Company and the Union must mutually agree to any changes.
  3. Initial Bidding for the next bid period will commence at 0800 ET on the date indicated on the bid packet, but no later than 0800 ET on the 10<sup>th</sup> day of the preceding bid period. The Initial Bid will remain open for no less than four (4) calendar days after the bid has opened. A Flight Attendant will bid in her/his assigned domicile.
  4. A Flight Attendant must submit her/his final bid by 0800 ET on the date indicated on the bid packet.
  5. A Flight Attendant with at least sixty (60) preassigned virtual credit hours may elect to opt out of the bid.
    - a. The Flight Attendant must notify the Company of such election electronically prior to the bid window closing.
    - b. The Flight Attendant electing such option will only be compensated for credit associated with their pre-assignment on their final schedule per Section 3.
    - c. The USC and the Company will remove the Flight Attendant from all bid run solutions.
  6. Initial Bid awards will be made available no later than 2000 ET three (3) calendar days after the Initial Bid closes.
  7. Reserve Bid awards will be made available no later than 2000 ET two (2) calendar days after the ILIW closes.

8. The PBS will allow a Flight Attendant to revise her/his bid. The last bid submitted prior to the deadline will be the one considered in generating a line.
9. The PBS will provide each Flight Attendant a bid confirmation for each bid submitted by the Flight Attendant.
10. Flight Attendants may buddy bid. The Flight Attendants who wish to bid together may try to do so by bidding the seniority number of the most junior Flight Attendant. If buddy bidding is not awarded, the preferences will be awarded at the lower seniority number.
11. Should there be a “system failure” at a domicile, the Company will extend the acceptance of bids for the equal amount of time lost due to the disruption of this window (e.g., telephone service, system maintenance, Company computers, power, etc.). Failure of a Flight Attendant’s personal computer or failure due to the error of a user will not be considered a “system failure.” When the acceptance of bids is extended in accordance with this provision, the deadlines for bid awards will also be extended by the Company for the same amount of time.
12. In unusual circumstances beyond the control of the Company or in the case of a necessary re-run of the bids, timelines for bidding, and bid awards may be extended. In such circumstances, the Company and the Union must mutually agree to such extensions.

## I. Bid Run Solutions

1. Bid runs will be conducted with the following conditions:
  - a. A “No bid” run will be done prior to the opening of the bid window to establish a guideline for the threshold line value (TLV) and number of regular and reserve lines;
  - b. Airline build options, (TLV) for each bid run solution:
    1. The TLV will be determined by the Company;
    2. When performing bid run solutions, the Company will not vary the published TLV, by more than ten (10) hours up or down. However, the USC may waive such limitation on a case-by-case basis to produce a better overall solution. Such waiver will be mutually agreed upon between the Union and the Company.
2. Credit Window
  - a. The credit window will be 30 hours or greater for each bid run. The administrative panel setting for the credit window minimum will be no less than 60 credit hours and the credit window maximum will not exceed 120 credit hours. A Flight Attendant will have the ability to set

her/his personal credit threshold between 60 and 120 credit hours.

- b. A Flight Attendant is considered to have a complete line as soon as the total value of the credits are within the 30 hour credit window, honoring the Flight Attendant personal credit threshold first (if set by the Flight Attendant), or if the Flight Attendant does not set a personal credit threshold, then it will honor the Company threshold line value (TLV).
- c. If the Flight Attendant has set a personal credit threshold and her/his personal credit threshold has been met and within the 30-hour window, the system will not continue to search for additional trips to award the Flight Attendant. Such Flight Attendant's schedule will be complete.
- d. The base model system award logic will be applied so that a Flight Attendant's schedule will be considered complete when the system exhausts all Flight Attendant preferences on a bid sheet, and it has awarded trips that gets her/him into the credit window, but does not reach the threshold (Company or Flight Attendant threshold).

Example of min-max and a proper credit window setting:  
80 hour min, 95 hour (TLV), 110 hour max.

Example of awarding a schedule within a credit window:  
80 hour min, 95 hour (TLV), 110 hour max.

If the Flight Attendant sets an 81-hour personal credit threshold, and if the Flight Attendant has four (4) trips in her/his first preference that total 82 credit hours, then the system will stop awarding trips and consider the schedule complete if it is within the credit window.

- e. The system will recognize only one threshold value when awarding lines.

Example of Flight Attendant personal credit threshold set below the Company min credit window:

*If a Flight Attendant's personal credit threshold value is set below the credit window min it will be adjusted to the Company min credit window setting value.*

Example of Flight Attendant personal credit threshold set above the Company max credit window:

*If the Flight Attendant's personal credit threshold value is set above the max credit window it will be adjusted to the Company max credit window setting value*

### 3. Open Time Withheld

The total amount of open time withheld or unassigned as a result of a bid run will not exceed a total of four percent (4%) per domicile unless the Union and the Company mutually agree to exceed the four percent (4%). Of the four percent (4%) withheld, two percent (2%) may be withheld at the option of the USC and the other two percent (2%) may be withheld at the option of the Company. Bid run solutions ran by the Union or the Company may include up to four (4%) open time withheld. The Union will not withhold time on New Year's Day, July 4<sup>th</sup>, Thanksgiving, Christmas Eve, Christmas Day or New Year's Eve. These numbers and/or holidays may be waived upon mutual agreement of the USC and the Company. All trips must be published and returned to open time prior to the start of the ILIW.

### 4. Unstacking

All lines shall be awarded in accordance with seniority. In situations where a Flight Attendant is denied a bid preference to ensure adequate daily coverage, such assignment shall be in accordance with seniority-available bid preferences of the Flight Attendant and forced in inverse seniority order. If the Company anticipates the necessity to deny a bid preference they will provide notification via Company computer system prior to bids opening.

- a. If unstacking is utilized it will only be done to the lowest possible level in inverse seniority order to cover the open flying so as to affect the fewest amount of Flight Attendants.
- b. The unstacking limits will apply to primary and secondary un-stacks (during multiple bid runs).
- c. Unstacking will be limited to two (2) un-stacks (primary and secondary) in a bid run(s).
- d. Unstacking will be limited to thirty percent (30%) of the Flight Attendants in inverse seniority order. For the November and December bid months, unstacking will be limited to a maximum of fifty percent (50%) of the Flight Attendants in inverse seniority order. However, the USC may waive such limitations on a case-by-case basis to cover stacks of open time. Such waiver will not be unreasonably withheld.
  1. This unstacking will apply to the number of regular lines awarded and will not include the reserve lines.
  2. Before unstacking, the Company will raise the TLV by making incremental changes to achieve the desired improvements up to the highest TLV as provided in I.1.b.ii., above.
  3. The Company and Union will meet and confer to discuss unstacking limits, if the limits described in I.2.e., above, cannot

be met.

- e. All bid run solutions will be conducted to ensure that Flight Attendant(s) personal credit threshold preferences are honored, as well as unstacking as few Flight Attendants as possible, while ensuring the overall integrity of the schedule is honored.
- f. Unstacking General
  - 1. If the Crewmember Build options are utilized in a bid run Solution the “Ignore Crew Member Requests” will be used in inverse seniority order. Both parties recognize that using these functions is only to be used as a last resort method to develop a bid run solution.
    - a. Notwithstanding I.2.a. and I.2.b., above, the Company will not ignore a crew member request if her/his line value is within the min-max window provided in I.2.d., above, for the Flight Attendants who are awarded a regular line.
    - b. The Company will not ignore a Flight Attendant’s request for a line value above the TLV if unstacking is required.
  - 2. The audit trail feature will be enabled on the bid run solution to be published as the final award. Each Flight Attendant will be provided her/his bid award details.
    - a. Bid award details will explain why pairings were not assigned.
    - b. Pre-award details will indicate Flight Attendant preferences, and the pairings that matched each preference.
    - c. Each matched pairing will fall into one of the following categories: pairing physically touches another activity or pairing, rest violation, violates pure non NAP schedule, violates max continuous days on and/or min days off, violates max continuous days on, awarded to senior bidder, or available. Categories can be added or removed upon mutual agreement by the USC and the Company.

- d. The “award process” will indicate which pairing(s) PBS attempted to award and the order considered. An explanation will be provided for each pairing not awarded.

## J. Bid Awards

1. The USC will publish preliminary bid awards twenty-four (24) as well as twelve (12) hours prior to the bid closing using the min/max/TLV that was published on the pairing package.
2. The Union and the Company will mutually agree on the Lineholder bid run solution(s) to be published as the final schedule.
3. If a dispute should arise regarding the bid run solution(s) to be published as the final schedule, the resolution of the dispute will be resolved by utilizing the bid runs performed by the Company and the bid runs performed by the USC. If the dispute cannot be resolved, the parties will resolve such dispute as follows:
  - a. From the bid run solutions that have been performed by the Company and the bid run solutions performed by the USC (minimum of ten (10) runs), the Company will choose five (5) bid runs and the USC will choose five (5) bid runs.
  - b. The Company and the Union will flip a coin to determine who will strike first; the winner of the coin toss will have the option to strike first or second. The parties will alternate striking bid solutions until only one (1) bid run remains. The remaining bid run solution will be published as the final schedule.
4. In the event the strike method is used to determine the final schedule the President Directing General Chairperson or her/his designee and the VP of Inflight or her/his designee will meet and confer to try and resolve the issue as to why the parties were unable to reach a mutual agreement on the bid run.
5. If this alternate strike method is used more than three (3) times in a six (6) month period or the parties have a dispute in accordance with J.3., above, the parties will file the dispute to expedited arbitration by bypassing the provisions for Mediation in Section 19.
6. The parties will mutually agree upon the selection of an arbitrator. If mutual agreement is not possible, the arbitrator will be selected pursuant to Section 19 of this agreement.

7. The arbitration will be held at the earliest possible date consistent with the arbitrator's schedule and the parties' schedules. In coordination with the arbitrator's and the parties' schedules, the parties will set a time and date for a hearing, which will not be more than ninety (90) days after such a request for a hearing, unless mutually agreed otherwise.
8. Fees and expenses of the arbitrator, as well as costs of the hearing room and the stenographic report, will be shared equally by the parties. Otherwise, the parties will bear their respective costs and expenses.
9. At the discretion of each party, closing arguments may be made in lieu of post-hearing-briefs.
10. The arbitrator's decision will be issued following the close of the record and submission of any brief submitted by either party.
11. The arbitrator's decision will be based on the provisions of the Agreement and will consider such factors as Flight Attendant quality of life and the productivity of the Company. The arbitrator's decision will be final and binding.

#### K. Bidding Award Disputes

1. An individual report will be made available to each Flight Attendant each bid period that reconciles the Flight Attendant's bid to her/his awarded schedule on a preference by preference basis.
  - a. Audit trail (bid award details): each Flight Attendant will receive an individual report with her/his final schedule depicting the reason for the approval or denial of each trip(s) (e.g., contractual violation, awarded to senior bidder, FAR limitation, etc.).
  - b. The USC will be provided the software to access all audit trails (bid award details).
2. A Flight Attendant who has an inquiry or believes that she/he may have received a mis-award on her/his line shall notify Inflight Management within 48 hours of the award.
  - a. The Company shall promptly review any inquiry submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole by:
    1. Electing to keep the pairing(s) in question and be paid and credited the value of the greater of the actual pairing(s) or the pairing(s) that should have been awarded; or

2. Electing to have the pairing(s) removed and not be paid. If this drops the Flight Attendant below the MMG, or the Flight Attendant is already below the MMG, then her/his MMG will be reduced by the credit value of the pairing(s) removed.
- b. No remedy will be available if the error was committed by the Flight Attendant (either in the choice of preferences, in bidding, or otherwise).
- c. The USC will be included in responses to all inquiries in which a programming or system error has occurred.

#### L. Default Bids/Failure to Bid

1. A default bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant, but no later than the close of the bidding window.
2. A Flight Attendant failing to make a bid or failing to meet the deadline to bid will be assigned a line in the awards as per her/his default bid.
3. A default bid for a Lineholder Flight Attendant must contain at least the following sort and setting options:
  - a. Credit time;
  - b. Day(s) of the week off;
  - c. Personal credit threshold;
  - d. Carry over pairings;
  - e. Crew on pairing;
  - f. NAPs;
  - g. Average credit per day;
  - h. Deadheads;
  - i. Duty period length;
  - j. Duty period report time;
  - k. Duty period release time;
  - l. Length of pairing;
  - m. Equipment;

- n. Fly through airports;
  - o. Ground time per leg;
  - p. Layovers;
  - q. Legs per duty period;
  - r. Release time;
  - s. Report time; and
  - t. Time away from base.
4. A default bid for a Reserve Flight Attendant must contain the following sort and setting options:
    - a. Days off; and
    - b. Reserve shift preferences.
  5. If no default bid exists, the Flight Attendant will be constructed a line by the PBS system using its default constraints; which is to utilize all available pairings. If no line can be constructed utilizing all available pairings, the Flight Attendant will be awarded a reserve line.

#### M. Bid Period-to-Bid Period Transition

1. Trips at the end of a bid period that carry-over into the following bid period will be flown to completion.
2. Reserve Flight Attendant/Lineholder Flight Attendant Transitions
  - a. A Reserve Flight Attendant who transitions to a Lineholder Flight Attendant in the ensuing bid period may be required to continue a flight assignment into the ensuing bid period. Such Flight Attendant will be subject to the provisions of this Agreement applicable to Lineholder Flight Attendants in the ensuing bid period beginning at 0001 on the first day of the ensuing bid period. For example, the Flight Attendant will not be required to call Crew Scheduling for release in accordance with the provisions of this Agreement for any portion(s) of the trip that occurs in the ensuing bid period.
  - b. A Lineholder Flight Attendant who transitions into a Reserve Flight Attendant in the ensuing bid period with a flight assignment that transitions into the ensuing bid period will continue on that flight assignment as a Reserve Flight Attendant into the ensuing bid period. Such Flight Attendant will be subject to the provisions of this Agreement applicable to Reserve Flight Attendants in the ensuing bid

period beginning at 0001 on the first day of the ensuing bid period. For example, the Flight Attendant will be required to call Crew Scheduling for release in accordance with the provisions of this Agreement for any portion(s) of the trip that occurs in the ensuing bid period.

### 3. Domicile Transfer/Displacement Transitions

Any Flight Attendant who transfers or is displaced to another domicile in the ensuing bid period with a flight assignment that transitions into the ensuing bid period will continue on that flight assignment until its completion.

### 4. Transition Trip Pay Protection

A Lineholder Flight Attendant will be pay protected for all portions of a transition pairing that appear on the final bid award for the bid period in which the flying occurs unless the flying has been removed prior to the bid awards being published for the affected bid period.

*Example: A Lineholder Flight Attendant has a flight assignment that transitions from the March bid period to the April bid period. In March, the Lineholder Flight Attendant will be pay protected for the portion of the trip that appears on her/his March bid award. If, prior to the publication of the April bid award, the portion of the trip which takes place in April cancels, the Lineholder Flight Attendant will not be pay protected for the April portion of the flight assignment. If, however, the portion of the trip which takes place in April appears on the Flight Attendant's April bid award, the Flight Attendant will be pay protected for the April portion of the flight assignment if it subsequently cancels.*

## N. Open Time

1. All unassigned and reserve trips will be available through the EB. All trips that are placed in Open Time and changes to Open Time will be made available as soon as possible.
2. Initial Line Improvement Window (ILIW)
  - a. No later than 30 hours after the bid awards are posted, open flying unassigned after publication of the Bid Awards, will be posted. ILIW will be open for 24 hours. Dates and times for ILIW will be posted on the pairing packet.
  - b. During the ILIW period such requests will be approved on a first-come, first-served basis so long as it is legal pursuant to the FARs and this Agreement.
  - c. Such requests will be primarily submitted through the EB. In addition, such request may be submitted to Crew Scheduling via phone call as a secondary means. All requests will be processed in real time.

- d. When the ILIW opens, staffing coverage will be positive four (4) for a minimum of twenty-two (22) days per bid period to be set by the Company.
- e. Out of base pickups will not be permitted until the base where the trip operates ILIW has opened.

O. Pick Up, Dropping or Trading Trips

1. Trip Trades

- a. A Lineholder Flight Attendant may trade her/his trip(s) and/or day(s) off with Open Time or another Lineholder Flight Attendant in accordance with this Agreement.
- b. Flight Attendants will have unlimited trip trades with DOT or assigned Reserve trips and other Flight Attendants in their domicile subject to the provisions of this Section.
- c. Trip trades by a Lineholder Flight Attendant with Open Time or assigned Reserve trips must be made at least twelve (12) hours prior to the report time of both trips.
- d. All trip trade requests must be for days in the same bid period, except that a Lineholder Flight Attendant may trade a transition trip for another transition trip that operates on the same days or the same days with additional day(s) at either end of the trip or may trade a transition trip to another Lineholder Flight Attendant for days off. However, this will not prevent a Lineholder Flight Attendant from trip trading in accordance with O.1.e., below.

Example: A Lineholder Flight Attendant with a trip on November 29<sup>th</sup> through December 1<sup>st</sup> may trade that transition trip with: (a) another transition trip on November 29<sup>th</sup> through December 1<sup>st</sup>; (b) another transition trip on November 28<sup>th</sup> through December 1<sup>st</sup>; (c) another transition trip on November 29<sup>th</sup> through December 2<sup>nd</sup>; or (d) may trade that transition trip to another Lineholder Flight Attendant for days off.

- e. A Lineholder Flight Attendant may trade a trip in her/his line with a trip from Open Time or another Lineholder Flight Attendant.
  - i. Such request will be approved on a first-come, first-served basis so long as it is legal pursuant to the FARs and this Agreement.
  - ii. A Flight Attendant may waive the provisions of this Agreement by initiating a trip trade that violates the provisions of this Agreement. The EB or Crew Scheduling must notify the Flight Attendant of any contractual violations and receive consent from the Flight Attendant for such waiver, prior to the trade being

processed.

- iii. In the event that there are calendar days in the dropped trip(s) that do not overlap the same calendar days in the trip(s) to be picked up, minimum reserve coverage will be verified prior to the trade being approved. This will occur even if the dropped trip(s) is shorter than the trip(s) being picked up.
- iv. Bad Day/Worse Day Trading (BDWD) Lineholders will be permitted to trade equal or more days from days with reserve coverage that is less than the minimum required to days with worse reserve coverage. Lineholders may not utilize the day that the transaction is being requested and the subsequent three (3) days for the purposes of this paragraph. However, crew scheduling may approve such trades if operational circumstances permit. Worse coverage exists only if the trip being picked up has a larger cumulative difference between the minimum level numbers and the net reserve numbers in the reserve pool display than the trip being dropped.

*EXAMPLE 1: A Flight Attendant calls Crew Scheduling for a “bad day/worse day” trip trade request on June 5 to request to trade a trip from June 20 for a trip on June 6. This trade will be denied because June 6 is within 3 days of the date of the transaction request.*

*EXAMPLE 2: A Flight Attendant calls Crew Scheduling for a “bad day/worse day” trip trade request on April 15 to request to trade a trip from April 20 for a trip on April 27. This trade will be approved (assuming it is from a day of bad coverage to worse coverage) because April 20 is more than 3 days after the date of the transaction request.*

*EXAMPLE 3 (see chart below): A Flight Attendant has a 4-day trip beginning on the 18th and wants to trade it for a 4-day trip beginning on 25th. The cumulative End Result of her/his original days is -23 and the cumulative End Result of the days she/he wants to trade for is -36. Since -36 is a greater End Result than -23, this trade will be approved.*

*EXAMPLE 4 (see chart below): A Flight Attendant has a 3-day trip beginning on the 20th and wants to trade it for a 2-day trip beginning on the 25th. The cumulative End Result of her/his original days is -09 and the cumulative End Result of the days she/he wants to trade for is -25. This trade will be denied because 3-days cannot be traded down to lesser days.*

DATE	NET MIN	MIN LVL	END RESULT
16	052	060	-08
17	051	060	-09
18	054	060	-06
19	047	060	-13
20	037	040	-03
21	039	040	-01
22	035	040	-05
23	049	060	-11
24	051	060	-09
25	049	060	-11
26	046	060	-14
27	034	040	-06
28	035	040	-05

f. Jetway Trades

Flight Attendants will be able to trade from the jetway under the following circumstances:

- i. Both Flight Attendants must be present and notify Scheduling except as stated in f.ii., below. While the Flight Attendants are not required to notify Scheduling within a specific time period before departure, the Flight Attendants must allow sufficient time to process the trade and perform required duties. If less than forty-five (45) minutes are available before actual departure time, Scheduling will make every effort to process the trade, provided it would not cause a delay of flight.
  - ii. A jetway trade will apply on any leg(s) of a pairing and must encompass the remainder of the pairing involved. The Flight Attendant responsible for the pairing may post the leg(s) for Jetway Trade via the EB at any time. However, the Jetway Trade will not be processed until both Flight Attendants are present and notify Scheduling.
- g. Trip trade requests that involve multiple transactions or more than two (2) Lineholder Flight Attendants will not be considered.
- h. Trip trade requests that involve multiple pairings will be considered.
- i. A trade between two Flight Attendants will not be approved unless both parties to the trade have made the request.
- j. Lineholder Flight Attendants in different domiciles may trade trips. However, the Company shall not be responsible for lodging at either domicile, for arranging transportation to or from the domicile, or for deadhead or per diem in connection with any such transportation. The

Flight Attendant will be responsible for being available on time for her/his next assignment.

## 2. Trip Pick Ups

- a. A Lineholder Flight Attendant may pick up a trip on her/his day off on an unlimited basis. Such request will be approved on a first-come, first-served basis so long as it is legal pursuant to the FARs and this Agreement. A Flight Attendant may waive the provisions of this Agreement by initiating a pick up that violates the provisions of this Agreement. The EB or Crew Scheduling must notify the Flight Attendant of any contractual violations and receive consent from the Flight Attendant for such waiver, prior to the pick up being processed.
- b. A Lineholder Flight Attendant may pick up a trip at another domicile. However, the Company shall not be responsible for lodging at the domicile, for arranging transportation to or from the domicile, for deadhead to or from the domicile, or per diem in connection with any such transportation. The Flight Attendant will be responsible for being available for her/his next assignment in her/his original domicile.
- c. Pick-ups of assigned Reserve trips must be made at least twelve (12) hours prior to the report time of the trip, unless it is a Commuting Lineholder who has used the commuting policy and is resuming her/his trip.
- d. All trips picked up from Open Time by a Lineholder Flight Attendant and placed on the Lineholder Flight Attendant's schedule will become part of her/his line for the month unless the Flight Attendant contacts crew scheduling within one hour of picking up the trip to withdraw it.
- e. Trips or portions thereof picked up by another Flight Attendant will be added to the Flight Attendant's line value.
- f. Trips or portions thereof picked up from Open Time will be paid above the MMG.

## 3. Split Trip Drops and/or Split Trades

- a. Split Trip Drops and/or Split Trades will be accepted during ILIW and Open Time. Crew Scheduling will have up to eight (8) hours to process such request. If any domicile is in IROP, Crew Scheduling will have an additional four (4) hours to process such trades.
- b. A Lineholder Flight Attendant may designate which leg(s) of a trip she/he desires to post for pick up. These leg(s) would be posted electronically where another Lineholder Flight Attendant may add those leg(s) to her/his schedule.

- c. Crew Scheduling will have up to eight (8) hours to process a request for a Lineholder Flight Attendant to trade a portion of a trip for a day off from another Lineholder Flight Attendant.
- d. A Lineholder Flight Attendant desiring to post a portion of a trip(s) will do so via the EB. The portion of the trip posted will remain posted until two (2) hours before report time.
- e. If the leg(s) are not picked up by another Lineholder Flight Attendant, the original Lineholder Flight Attendant remains responsible.
- f. Additional “soft” credit will not be created by split trip transactions for either the Lineholder Flight Attendant who posts the split or any Lineholder Flight Attendant who picks up the split leg(s) or trades into the split leg(s). The Company will identify trips created by a Flight Attendant initiating a split trip drop or trade.
- g. A split trip, other than a jetway trade will be required to begin and end at the same domicile.

#### 4. Voluntary Trip/Reserve Drops (VTD/VRD)

- a. The Company will determine the number of VTD/VRD that will be available each bid period, if any, at each domicile.
- b. A Lineholder Flight Attendant may request to voluntarily drop a trip into Open Time.
- c. A Reserve Flight Attendant may request to voluntarily drop a reserve day.
- d. All VTD/VRD must be requested through the EB.
- e. All VTD/VRDs will be processed automatically in first-come first serve order.
- f. VTD requests must be submitted at least 3 hours prior to the report time to be approved.
- g. VRD requests must be submitted at least 24 hours prior to the reserve shift to be approved, as long as there is not a trip already assigned.
- h. VRD requests cannot drop a reserve block below a three (3) day minimum.
- i. Additional pairings cannot be picked-up over the foot print of any trips that have been awarded VTD.

- j. Reserve days cannot be traded for days that VRD has been approved for.
  - k. Trips that begin in one bid month and overlap into a new bid month will not be eligible for VTD until the bid lines and corresponding Reserve Flight Attendant needs for the new month have been finalized.
  - l. No split pairings will be allowed.
  - m. Once a VTD/VRD request has been approved, the request cannot be rescinded by the Company.
  - n. Upon approval a Flight Attendant's schedule will reflect the changes.
  - o. Flight Attendants with a NAP line and Reserve Flight Attendants will have her/his monthly guarantee prorated in accordance with Section 3.
  - p. For a Flight Attendant holding a line, guarantee and/or trip credit will be reduced by the amount of the trip.
  - q. Voluntary Trip/Reserve Drops may result in vacation and sick time accrual adjustment based on Section 8 and Section 9.
5. A Flight Attendant will not be permitted to make open time transactions that affect the last six (6) days of the current month from the closing of the PBS bidding until the final awards are posted for the preceding month, in accordance with this Section.
  6. The Company may require up to a ninety (90) minute buffer between assignments added to a Flight Attendant's schedule as a result of a pick up or trade. Such buffer will be calculated from block-in of the Flight Attendant's last leg from one trip to block-out of the Flight Attendant's first leg for the next trip.
  7. Any pick up/trade/drop that has been approved may not be subsequently cancelled by the Company, except where a Flight Attendant is subsequently notified that the adjustment was granted in an error that would result in a violation of the collective bargaining agreement.
  8. If a trade or drop results in less hours flown than the hours originally contained in her/his original bid award (that is, the Flight Attendant drops more hours than she/he picks up), the Flight Attendant's Minimum Monthly Guarantee will be reduced by the net loss of hours. A trade or drop may not cause a Flight Attendant to drop below thirty (30) credit hours. There shall be no limit on the amount of time a Flight Attendant may pick up through Open Time transactions or trip trades.
  9. Pay for Trip Trades, Pick-ups, Posted trips and VTD/VRDs

- a. A Flight Attendant who trades a trip, or is awarded a VTD/VRD for a trip or portion of a trip that reduces her/his line value below the Minimum Monthly Guarantee will have her/ his Minimum Monthly Guarantee reduced by the number of hours the new line value dropped below the Minimum Monthly Guarantee.
- b. If a Flight Attendant's original line value is less than the Minimum Monthly Guarantee, her/his line value and Minimum Monthly Guarantee will decrease by the amount of hours dropped.
- c. If a Flight Attendant adds time as a result of trade or pick up of a trip her/his line value will increase by the number of hours added.
- d. The Minimum Monthly Guarantee will be increased by the amount of time that she/he adds in accordance with Section 3.
- e. A Flight Attendant electing to fly less than Minimum Monthly Guarantee shall receive all variable pay elements (including on-time bonuses), passes in accordance with Company policy, all group insurance coverage, and shall also receive vacation and sick leave as provided for in this Agreement, unless she/he elects to fly no hours and receives no pay credit for an entire bid period.
- f. A Flight Attendant who flies no hours and receives no pay credit for an entire bid period will be considered to have been on a personal leave of absence for that bid period. A Flight Attendant who flies no hours and receives no pay credit for the entire bid period in consecutive bid periods will be considered to have been on a continuous personal leave of absence for those consecutive bid periods. Such Flight Attendants will be treated in accordance with Section 11.C for accruals.

10. A Flight Attendant is responsible for her/his original trip or reserve day until her/his schedule adjustment request has been approved. Once a schedule adjustment request is approved, the Flight Attendant's original trip or reserve day is no longer her/his responsibility, except where a Flight Attendant is subsequently notified that the adjustment was granted in an error that would result in a violation of the collective bargaining agreement.

#### P. Company Scheduling Adjustments After Final Bid Awards

The Company may use the following rescheduling/reassignment and drafting provisions when necessary to prevent cancellations, prevent or reduce delays or otherwise maintain the integrity of the schedule.

##### 1. Rescheduling and/or Reassignment

- a. To protect the integrity of the operation, the Company may reassign/reschedule a Lineholder Flight Attendant's trip by adding or deleting flights or assigning the

Flight Attendant to a different flight(s).

- b. The reassigned/rescheduled trip must be scheduled to operate on the same day(s) as the Lineholder Flight Attendant's original trip(s), regardless of when the reassignment/reschedule occurs or how many times a Flight Attendant is rescheduled/reassigned, unless the Flight Attendant consents otherwise.
  - c. Notification of any schedule change for a Lineholder Flight Attendant may be given by Crew Scheduling, Crew Trackers, Hub Coordinators, Inflight Management or Pilot In Command (PIC) notified by Crew Scheduling via phone contact excluding voicemails, or in person. Additional notification options may be added or deleted by mutual agreement between the Company and the Union.
  - d. If one or more Lineholder Flight Attendants reporting for a trip that incurs a loss of flying (such as downgrade of equipment, cancellation, scheduling error etc.), where only one of the Lineholder Flight Attendants are to be released, the choice of who is to be released will be on a seniority basis from amongst such reporting Lineholder Flight Attendants.
2. Reassignment/Rescheduling Before Trip Block Out

When a Lineholder Flight Attendant assigned to a line of time involuntarily loses a trip or originating portion thereof for any reason other than her/his own unavailability for duty she/he may be reassigned by Crew Scheduling in accordance with the following:

- a. A reassignment must comply with the following limitations:
  - i. The reassignment may not be scheduled to interfere with the next scheduled day off in the Lineholder Flight Attendant's line of time without the Flight Attendant's consent.
  - ii. The reassignment is restricted to the same number of days as existed in the trip(s) the Lineholder Flight Attendant lost. If the Flight Attendant's assigned schedule consists of one duty period trips on successive days, she/he may be given a combination of multiple or single duty period reassignments over those same days.
  - iii. If the reassignment is scheduled or actually interferes with the origination of the next trip in the Lineholder Flight Attendant's line of time, the loss of the subsequent trip(s) will not subject her/him to further reassignment. The Flight Attendant will be required to pick up the balance of flying when the trip transits through her/his domicile, or deadhead to her/his layover station to complete her/his assigned trip.
  - iv. If one or more Lineholder Flight Attendants reporting for a trip that incurs a loss of flying (such as downgrade of equipment, cancellation, scheduling error etc.), where only one of the

Lineholder Flight Attendants are to be released, the choice of who is to be released will be on a seniority basis from amongst such reporting Lineholder Flight Attendants.

b. Notification of reassignment before reporting

If advised of a reassignment before reporting to the airport, Crew Scheduling may exercise one of the following options:

- i. Give the Flight Attendant a flight assignment, which is scheduled to depart no earlier than 2 hours before the scheduled departure time of the trip lost.
- ii. Require her/him to deadhead to her/his layover station or next station to continue her/his assigned trip.
- iii. Place her/him on RX Day(s).

c. Notification of reassignment after reporting

If advised of the loss of her/his assigned flying after reporting to the airport, Crew Scheduling will immediately release the Flight Attendant or exercise one of the following options within two (2) hours of scheduled report time:

- i. Require her/him to deadhead to her/his layover or next station to continue her/his original trip.
- ii. Give her/him another flight assignment.
- iii. Place her/him on RX day(s)

d. IROP Reassignment/Rescheduling Assignment Window

- i. During IROP only, Crew Scheduling may require the Lineholder Flight Attendant to remain at the airport after reporting for up to one (1) hour from the time she/he is reassigned/rescheduled for the purpose of accepting further assignment, provided that such assignment is scheduled to begin no more than three (3) hours from the notification.

### 3. Reassignment After Block Out of Trip Assignment

- a. After departing on her/his scheduled trip, a Lineholder Flight Attendant may be reassigned irrespective of the fact that her/his flight(s) are operating, provided that the reassignment is scheduled to return her/him to her/his domicile on the same day as the original trip or, if the reassignment occurs on the last day of the original trip, within 24 hours of her/his originally scheduled arrival. The reassignment may not extend into the day following the day of the Flight Attendant's originally scheduled arrival unless no reserves are available and such reassignment is necessary to protect the integrity of the schedule. When a Flight Attendant is required to extend more than 2 hours into the Flight Attendant's scheduled day off, or past midnight if her/his originally scheduled arrival time was 1900 LT or earlier, she/he shall be treated as provided in R.6.b., below.
- b. A Flight Attendant may be reassigned to remain at a city to fly an aircraft which has been delayed due to mechanical or weather problems. The Flight Attendant must return to her/his domicile within 24 hours of the time her/his initial assignment was scheduled to return her/him to her/his domicile. The assignment may not depart for the purpose of returning her/him to her/his domicile more than 12 hours into her/his day off, unless no reserves are available or the Flight Attendant cannot be replaced. When a Flight Attendant is required to extend more than 2 hours into the Flight Attendant's scheduled day off, or past midnight if her/his originally scheduled arrival time was 1900 LT or earlier, she/he shall be treated as provided in R.6.b., below. A Flight Attendant assigned a ferry trip that requires a revision may be required to complete the revised itinerary to an on-line station.
- c. Whenever a loss of flying occurs during trip operation, it will be the Flight Attendant's responsibility to contact Crew Scheduling via phone call for potential reassignment.
- d. A Lineholder Flight Attendant who has lost flying will not be required to remain available at her/his domicile airport without an assignment for more than thirty (30) minutes after contact with Crew Scheduling for the purpose of accepting further assignment. If after thirty minutes from making contact with Crew Scheduling no assignment has been made, the Flight Attendant shall be considered released until her/his next assignment. A Lineholder Flight Attendant will not be required to remain available at the airport for the purpose of accepting further assignment beyond her/his originally scheduled release time in her/his domicile.
- e. A Flight Attendant will not be reassigned or drafted to fly more than 6 segments in a duty period or to NAP overnights having more than 3 segments preceding the layover and 1 segment following the layover.

- f. If a Flight Attendant's duty period is modified as a result of a reassignment caused by an operational problem or cancellation, that affected duty period shall be credited the greater of:
  - i. The sum of the originally scheduled block times (including any deadhead time) for the segments in that affected duty period, or;
  - ii. The sum of the actual block times (including any deadhead time) of the segments flown during that affected duty period.
- g. For pay protection purposes, a Lineholder Flight Attendant's original trip value is based on the value of the trip when:
  - i. A Lineholder is awarded the trip during the bid award process after adjustments are complete, or;
  - ii. A Line holder picks up the trip, or;
  - iii. A Line holder trades for the trip.
- h. A Lineholder Flight Attendant who is reassigned beyond her/his original trip termination time shall be paid at 150% of her/his hourly rate for the actual block time beyond the originally scheduled termination time.
- i. If one or more Lineholder Flight Attendants reporting for a trip that is cancelled are to be released, the choice of who is to be released will be on a seniority basis from amongst such reporting Lineholder Flight Attendants.
- j. If one or more Lineholder Flight Attendants reporting for a trip are to be reassigned, the choice of who is to be reassigned will be on a seniority basis from amongst such reporting Lineholder Flight Attendants.

#### 4. RX Days

An RX day will be placed on a Lineholder Flight Attendant's schedule when her/his trip has been modified or cancelled.

- a. A Lineholder Flight Attendant on an RX day will be assigned a trip or a phone availability period.
- b. A Lineholder Flight Attendant may accept or reject the offered RX day(s) at her/his option. If the Flight Attendant rejects the offered RX day(s), she/he will have her/his line value reduced by the credit of the modified or cancelled trip.

- c. A Lineholder Flight Attendant on an RX day will have a phone availability period for an RX day, or series of RX days, that will start at the duty in time of her/his original trip, plus ten (10) hours each RX day. On the last RX day, the Flight Attendant's phone availability period will end at the originally scheduled duty-out time.

*Example: A Lineholder Flight Attendant has a 4-day trip with a report time of 0800 on the first day, and a release time of 1400 on the last day. The trip is subsequently cancelled and she/he is given RX days on the same days she/he was scheduled to fly. The RX phone availability period for that Lineholder Flight Attendant would be from 0800-1800 on the first 3 days of the 4-day trip. The RX phone availability period would end at 1400 on the last day of the trip.*

- d. A Lineholder Flight Attendant on an RX day who is notified of a trip assignment is released until report time for that trip and is no longer phone liable.
- e. A Lineholder Flight Attendant on an RX day must report for duty within two (2) hours from the time Crew Scheduling notifies the Flight Attendant of an assignment. A Lineholder Flight Attendant on an RX day will have twenty (20) minutes to return Crew Scheduling's phone call to accept the assignment. A Lineholder Flight Attendant on RX days will not be assigned an Airport Ready Reserve assignment.

## 5. Drafting

- a. Drafting may be utilized to protect the integrity of the operation, a Lineholder Flight Attendant may be given a mandatory assignment from Open Time on a day off or completing her/his last scheduled segment of a trip before going off duty.
- b. Drafting may be utilized to protect the integrity of the operation. A Reserve Flight Attendant may be given a mandatory assignment from Open Time on a day off.
- c. The following order of assignment will be used for drafting:
  - 1. Time permitting, the Company may assign the trip in seniority order to any flight attendant who is legal and willing to work the trip assignment;
  - 2. Time permitting, in inverse seniority order, any flight attendant who can be contacted and who will not have her/ his next regularly scheduled trip assignment interrupted by such drafting;
  - 3. Time permitting, in inverse seniority order, any flight attendant who can be contacted without regard to her/his scheduled trip assignments;

4. If unable to cover the trip assignment by the application of the c.i – c..iii., above, the Company may draft any flight attendant to the trip in inverse seniority order who will cause the least delay of the trip.

The Company is not required to burn through its last Reserve Flight Attendant prior to drafting if doing so would cause a delay or cancellation.

- d. The Company will contact all legal Flight Attendants in the affected domicile in inverse seniority order. If the Company is not successful in contacting a legal Flight Attendant in the affected domicile, it may, but is not required to, draft a Flight Attendant out of the affected domicile.
- e. A Flight Attendant will not be drafted if it would project her/him to exceed one hundred twenty (120) credit hours per bid period (or sixty-two and a half (62.5) credit hours for Part-Time/Job Share Flight Attendants), including credit hours picked up voluntarily from Open Time. A Flight Attendant will not be drafted over the one hundred twenty (120) credit hour limit (or sixty-two and a half (62.5) credit hours for Part-Time/Job Share Flight Attendants), without the Flight Attendant's consent. However, if the Company gets to the top of the seniority list without assigning the trip, it may return to the bottom of the list and attempt to assign the flight without regard to this provision. This provision is not intended to relieve a Flight Attendant from completing the scheduled flying on her/his bid award or adjusted line.
- f. A Flight Attendant who has been drafted shall be replaced with a Reserve Flight Attendant at the first point where operational requirements permit, and the Company has a qualified Reserve Flight Attendant who is available and eligible to fly.
- g. No Flight Attendant will be drafted more than two (2) times, which cumulatively will not exceed three (3) duty periods or one NAP in a bid period or seven (7) duty periods in one calendar year, without her/his permission.
- h. A Reserve Flight Attendant may not be drafted on an immovable day off. Flight Attendants whose trips are dropped for Union business may not be drafted on those days.
- i. The Company tracking method for drafting shall be provided for review to the IAM President – Directing General Chairperson or her/his designee anytime drafting occurs.
- j. A Flight Attendant who is drafted will be paid 150% of her/his hourly rate for the greater of the scheduled or the actual flight time, paid above the Minimum Monthly Guarantee.

Q. Deadhead

1. A Flight Attendant deadheading on-line shall be provided with positive space transportation in accordance with all applicable pass travel policies.
2. All deadhead time will be considered duty time for purposes of on-duty limitation.
3. Alternate Deadheads
  - a. When the first schedule leg(s) of a trip contains a deadhead leg(s), a Flight Attendant may request not to take the scheduled deadhead and instead report for duty forty-five (45) minutes prior to the first leg she/he is scheduled to fly. Crew Scheduling shall not unreasonably withhold approval for this request.
  - b. When the last scheduled leg(s) of a trip contains a deadhead leg(s), a Flight Attendant may request to be released from duty prior to such scheduled deadhead. Crew Scheduling shall not unreasonably withhold approval for this request.
  - c. If a Flight Attendant is granted an Alternative Deadhead, she/he will be responsible for any alternative transportation.
  - d. In each case, the Flight Attendant will be compensated for the scheduled value of the original deadhead.
4. Deadhead by Air
  - a. When deadheading by air, a Flight Attendant will be provided positive space on-line and off-line travel in accordance with applicable pass travel policies. The Company will make the necessary reservation and will make a confirmation number available no later than twenty-four (24) hours prior to the scheduled deadhead, unless the deadhead is a result of reassignment or reschedule. In such case the confirmation number will be made available no later than one (1) hour from the time the schedule is updated.
  - b. Deadhead will be credited and paid for the scheduled or actual flight time, whichever is greater.
  - c. A Flight Attendant will be scheduled to deadhead only on Company aircraft, FAR Part 121 airlines, FAR Part 135 airlines, a reposition flight or, with Flight Attendant consent, other airlines.
  - d. A Flight Attendant will not be required to deadhead by occupying the jumpseat. However, a Flight Attendant may volunteer to occupy a jumpseat in order to accommodate a revenue passenger.

- e. The Company will not require a Flight Attendant to check-in less than 30 minutes prior to the scheduled departure time of the deadhead assignment at the beginning of a duty period.
- f. A Flight Attendant deadheading on Company aircraft will be added to the first class/premium standby list if Company aircraft are equipped with first class/premium seats, in accordance with applicable pass travel policies.

5. Deadhead by Surface Transportation

- a. A Flight Attendant will have the discretion to decline surface transportation deadhead when she/he deems it unsafe. She/he will report details of unsafe issues immediately to crew scheduling. Crew scheduling will then find an alternate means of surface transportation.
- b. When deadheading by surface transportation, a Flight Attendant will be credited and paid 100% of the scheduled travel time by using AAA mileage to or from an assignment, assuming a travel speed of 50 miles per hour.

*Example: 300 AAA miles x 100 % = 300 miles  
300 miles ÷ 50 mph = 6.0 hours of pay*

- c. A Flight Attendant deadheading will be considered on duty. Deadhead attire must be either a Company uniform or must be in accordance with Company policy.
- d. When applicable, lodging, transportation and per diem expenses will be provided to a deadheading Flight Attendant.

R. Hours of Service

- 1. The Company shall schedule Flight Attendants consistent with the requirements of this Agreement and in accordance with all applicable regulations.
- 2. A Flight Attendant who is unable to report for her/his trip assignment must call Crew Scheduling as early as possible. At least two (2) hours' notice is required.
- 3. If a Flight Attendant is more than 15 minutes late for her/his required duty-in time, a reserve may replace her/him on the trip. In the event that the original Flight Attendant arrives to duty-in prior to the actual departure of her/his flight, the Lineholder Flight Attendant may at their option replace the Reserve Flight Attendant on the trip unless a flight delay would be incurred.
- 4. Duty Time
  - a. Duty In

1) At Domicile

- i. One (1) hour prior to scheduled departure.
- ii. No more than forty-five (45) minutes on board the aircraft.
- iii. Thirty minutes (30) at the gate for all deadhead assignments.
- iv. The Company may not reduce the duty-in time for a Flight Attendant at her/his domicile without her/his permission.

2) Away From Domicile

- i. Forty-five (45) minutes prior to scheduled departure.
- ii. Thirty (30) minutes at the gate for all deadhead assignments.
- iii. The Company may reduce duty in time to thirty (30) minutes prior to scheduled departure away from domicile for operational reasons such as to accommodate rest time and/or duty time legalities (both FARs and the Agreement).

b. Duty Out

The duty period ends at the conclusion of any non-flying duty, block-in from deadheading, or the later of fifteen (15) minutes after block-in of a flight (thirty (30) minutes for trips when customs clearance is required) or actual release. If the Flight Attendant is required to remain at the airport after block-in of her/his flight, her/ his duty period will end when she/he is released by Crew Scheduling.

c. Duty Day Limitations

A duty period will not be scheduled to exceed thirteen and one half (13.5) hours. NAP duty periods will not be scheduled to exceed fourteen (14) hours. Actual duty periods will not exceed fifteen and one half (15.5) hours due to weather delays, mechanical delays, or irregularities. A Flight Attendant may volunteer to complete a flight that would cause her/him to exceed the actual duty period. A Flight Attendant who does not want to exceed the actual duty period voluntarily will notify the Company as early as possible, and she/he will be placed to rest.

## 5. Rest

- a. Except where this Agreement is more restrictive, duty time and rest shall be in accordance with the FARs applicable to Flight Attendants.
- b. The rest period begins at the conclusion of any non-flying duty, block-in from deadheading, or the later of fifteen (15) minutes after block-in of a flight (thirty (30) minutes for trips when customs clearance is required) or actual release. If the Flight Attendant is required to remain at the airport after block-in of her/his flight, her/ his rest period will begin when she/he is released by Crew Scheduling. The rest period will end at the duty-in of their next trip.
- c. The Company will schedule a Flight Attendant for at least eleven (11) hours of rest following the end of a trip at her/his domicile. Rest in domicile may be reduced on an unscheduled basis as long as a Flight Attendant receives at least nine (9) hours of rest at the end of a trip in domicile. A Flight Attendant may waive this limitation.
- d. The Company will schedule a Flight Attendant for at least nine (9) hours of rest following the end of a duty period that ends away from her/his domicile. If a Flight Attendant receives less than nine (9) hours of rest following such duty period, she/he will be scheduled for no more than eleven and a half (11.5) hours or if delayed or to prevent a delay, for no more than thirteen and a half (13.5) hours of duty in her/his next duty period.
- e. The Company will not interrupt a Flight Attendant's minimum rest, starting at the conclusion of the duty period, except in emergency circumstances. Emergency circumstances include notification of operational changes to the Flight Attendant's schedule and urgent personal situations (e.g., death in the family). Nothing in this paragraph is intended to alter or extend the minimum rest provisions of this paragraph.

## 6. Days Off

- a. Minimum Days Off
  - 1) Each Lineholder Flight Attendant shall be scheduled for a minimum of eleven (11) calendar days off per bid period at her/his domicile.
  - 2) Each Reserve Flight Attendant shall be scheduled for a minimum of ten (10) calendar days off per bid period at her/his domicile.
  - 3) The Company may reduce a Flight Attendant's days off involuntarily below the minimum days off only on an unscheduled basis.

- 4) Nothing in this Section shall preclude a Flight Attendant from voluntarily dropping below the minimum number of days off.

b. Restoration of Days Off

- 1) A Flight Attendant who is entitled to restoration of a day(s) off due to drafting, reassignment, or arriving late inbound at the conclusion of the trip two (2) or more hours into the Flight Attendant's scheduled day off, or past midnight if her/his originally scheduled arrival time was 1900 LT or earlier, may elect either to be paid for the lost day off or to have the day restored, unless she/he will be unable to maintain the eight (8) day minimum, in which case she/he will be required to have the day(s) off restored.
- 2) A Flight Attendant must notify Crew Scheduling of her/his choice within (twenty-four) 24 hours of the completion of the assignment. If she/he does not, the Flight Attendant will be paid, as described in iii., below, for the lost day off. She/he may not later request that the day off be restored.
- 3) If the Flight Attendant's choice is to be paid for the lost day off, 4 hours will be added to MMG, per Section 3.
- 4) If the Flight Attendant's choice is to have the day off restored, she/he will designate three (3) choices within the current bid period. These choices will not be on New Year's Day, July 4<sup>th</sup>, Thanksgiving, Christmas Eve, Christmas Day or New Year's Eve and must be on the first or last day of a scheduled trip or a reserve block. Crew Scheduling will make every effort to accommodate her/ his first choice. She/he must be given the day off in the same bid period or the next period after the original day(s) was lost, on a regular scheduled work day(s).
- 5) Restoration of a day(s) off during a multiple day trip will be either the first or last day of the trip subject to mutual agreement between the Flight Attendant and Crew Scheduling. If a Flight Attendant must drop a multiple day trip to restore a day(s) off, she/he will have the option of not accepting reassignment for the remainder of the dropped trip. In this case the Flight Attendant will either have her/his line value or MMG reduced or, with the concurrence of the Company, she/he may be relieved of all assignment responsibility with no loss of pay.
- 6) If the Flight Attendant's choice is to have the day off restored, she/he will receive pay and credit for the value of all credit lost due to the restored day.

- c. A Flight Attendant will have at least one calendar day off at her/his domicile in seven (7) calendar days. A Flight Attendant may, at her/his option, waive this provision, provided that the FARs are met.
- d. A Flight Attendant will not be required to keep the Company informed of her/his whereabouts on days off and vacation.
- e. Days Off Pro-Rata Table

The following chart will be used to determine the pro-rated number of scheduled days off in any bid period when the Company creates a bid period schedule for a Flight Attendant with less than a full bid period in accordance with this Section.

Days Available	Lineholder Minimum Days Off	Reserve Minimum Days Off
1-2	0	0
3-4	1	1
5-7	2	2
8-10	3	3
11-13	4	4
14-16	6	5
17-19	7	6
20-22	8	7
23-25	9	8
26-28	10	9
29-31	11	10

#### 7. Waiving of Limitations

A Flight Attendant may waive any limitations with the exception of the following:

- a. Except as provided in this Section a Flight Attendant must have a minimum of 8 days free from duty at her/his domicile within each bid period.
- b. A Flight Attendant must retain minimum rest periods as provided for in this Section.
- c. A Flight Attendant may not schedule herself/himself in excess of maximum scheduled on-duty limitations except as provided in this Section. In case of irregular operations, a Flight Attendant may elect to waive the maximum scheduled on duty limitations to return to her/his domicile on the last segment of a trip.

#### S. Reserve Flight Attendants

## 1. Reserve Lines

- a. Using PBS, a Reserve Flight Attendant will bid for days off and reserve days/shifts.
- b. A Reserve Flight Attendant shall be scheduled for a minimum of ten (10) calendar days off in a bid period.
- c. The first largest set of days off on a Reserve Flight Attendant's line will be designated as immovable unless the Reserve Flight Attendant notifies Crew Scheduling otherwise by 2359 LT prior to the first day of the bid period. The designated immovable period cannot be changed unless the Reserve Flight Attendant agrees. If an immovable day off is lost, the Reserve Flight Attendant will be paid for the day off lost above the guarantee or have the day off restored, but not both. The restored day off will likewise be immovable. The Reserve Flight Attendant must exercise her/his option to have the immovable lost day restored by notifying Crew Scheduling of her/his choice within 24 hours of the loss. If the Flight Attendant does not exercise her/his option within 24 hours the Flight Attendant will be paid for the lost immovable day.

## 2. Reserve Shifts

- a. Known reserve shifts will be identified in the bid packet.
- b. Short-Call Reserve Shifts
  - i. A Short-Call Reserve Flight Attendant, will be on-call for up to twelve (12) hours on each reserve day in her/his line. The on-call period will be designated on the Reserve Flight Attendant's bid award.
  - ii. A Reserve Flight Attendant will remain available for telephone contact for an additional two (2) hours beyond her/his on call period ("phone liability period"). A Reserve Flight Attendant contacted during this phone liable period will be given at least ten (10) hours of rest before she/he is required to report for duty. A Reserve Flight Attendant must contact Crew Scheduling within sixty (60) minutes of receiving a call during that phone liable period. Such sixty (60) minutes will be included in the ten (10) hour report time.

- iii. Crew Scheduling may determine that it is necessary to change a Short-Call Reserve Flight Attendant's reserve shift. Short-Call Reserve Flight Attendants affected will be notified of the change by the end of the Short-Call Reserve Flight Attendant's previous day's shift. In such cases, the Short-Call Reserve Flight Attendant must have contact nine (9) hours of rest immediately preceding and following the changed shift period. In no case, however, can the shift for the first day of a block of reserve days be changed without the Short-Call Reserve Flight Attendant's consent. Crew Scheduling will not change the Reserve Flight Attendant's call out time more than one block of reserve days in a bid period.
- iv. During her/his on-call period, a Short-Call Reserve Flight Attendant must be at a location that allows her/him to report to the domicile no later than two (2) hours after being contacted by Crew Scheduling. The notice requirement will not apply to an Airport Ready Reserve or a Reserve Flight Attendant who is already at the airport.
  - a. Crew Scheduling may request that a Flight Attendant report to the domicile less than two (2) hours after being contacted for operational needs, but the Flight Attendant may choose to deny such request. If the Flight Attendant does accept such request, she/he will not be held accountable as long as she/he reports no more than two (2) hours after notification of an assignment by Crew Scheduling.
- v. A Short-Call Reserve Flight Attendant must be contactable by phone at all times during her/his shift. If the Short-Call Reserve Flight Attendant does not answer a call from Crew Scheduling, a message will be left that instructs the Short-Call Reserve Flight Attendant to return the call immediately. A Short-Call Reserve Flight Attendant must contact Crew Scheduling within twenty (20) minutes of receiving a call. The Short-Call Reserve Flight Attendant must be available to report no later than two (2) hours from the time of the initial call from Crew Scheduling.
- vi. Crew Scheduling may give an assignment to a Short-Call Reserve Flight Attendant before her/his reserve period starts. However, the Short-Call Reserve Flight Attendant is not required to be available for contact before her/his reserve on-call period starts.
- vii. A Short-Call Reserve Flight Attendant who has not received an assignment by the end of her/his reserve on-call will not be required to be available for call until the start of her/his next

on-call period. However, such Short-Call Reserve Flight Attendant may be given an assignment prior to the end of her/his reserve on-call period that will extend beyond or commence after the end of her/his reserve on-call period.

- viii. Once given an assignment, a Short-Call Reserve Flight Attendant, other than a Ready Reserve or a Short-Call Reserve Flight Attendant already at the airport, is not required to remain contactable during the two (2) hours before her/his assigned report time. However, a Short-Call Reserve Flight Attendant may contact Crew Scheduling prior to leaving for the airport to check on the status of her/his assignment. Additionally, Crew Scheduling may attempt to contact the Short-Call Reserve Flight Attendant to inform her/him of a cancellation or rescheduled assignment.
- ix. The Company will not interrupt a Flight Attendant's minimum rest, starting at the conclusion of the duty period, except in emergency circumstances. Emergency circumstances include notification of operational changes to the Flight Attendant's schedule and urgent personal situations (e.g., death in the family). Nothing in this paragraph is intended to alter or extend the minimum rest provisions of this paragraph.

c. Long-Call Reserve Shifts

- i. The Company will award a minimum of ten (10%) percent of the total reserve compliment long-call reserve in each domicile.
- ii. A Long-Call Reserve Flight Attendant will be on call continuously beginning at 0001 on the first day of her/his block of reserve days and ending at 1400 LT at her/his domicile on the last day of her/his block of reserve days. A Long-Call Reserve Flight Attendant will remain available for telephone contact for an additional ten (10) hours beyond her/his on call period on the last day of her/his block of reserve days. A Long-Call Reserve Flight Attendant contacted during that phone liable period will not be given an assignment until their next scheduled reserve day.
- iii. A Long-Call Reserve Flight Attendant may be called to the airport for a specific assignment and such Long-Call Reserve Flight Attendant may subsequently be rescheduled and/or required to operate additional flight segment(s).
- iv. Crew Scheduling may give an assignment to a Long-Call Reserve Flight Attendant before her/his block of reserve days starts. However, the Long-Call Reserve Flight Attendant is not

required to be available for contact before her/his block of reserve days starts.

- v. A Long-Call Reserve Flight Attendant may be transitioned to Short-Call Reserve at any time for any portion of her/his reserve period(s) no more than one block of reserve days per bid period upon receiving at least ten (10) hours of notification. If so transitioned, she/he will be subject to the Short-Call Reserve Shift rules outlined in 2.b., above, and will be assigned to an on-call period. Following completion of an assignment assigned while on Short-Call Reserve, the Reserve Flight Attendant will immediately return to Long-Call Reserve Flight Attendant status, unless otherwise notified.
- vi. A Long-Call Reserve Flight Attendant will be given at least ten (10) hours from the first contact attempt by Crew Scheduling to report for duty. If the Long-Call Reserve Flight Attendant does not answer a call from Crew Scheduling, a message will be left that instructs the Long-Call Reserve Flight Attendant to return the call immediately. A Long-Call Reserve Flight Attendant must contact Crew Scheduling within sixty (60) minutes of receiving a call. Such sixty (60) minutes will be included in the 10-hour report time.

d. Call Me First (“CMF”) Designation

- i. A Reserve Flight Attendant may elect CMF status during the initial bid.
- ii. A Reserve Flight Attendant who wants to change her/his preference during a bid month may request to do so using the EB. Such change will be granted and become effective at the beginning of the first Reserve on call period that begins at least four (4) days after the request was made. Once effective, CMF status will remain in effect until the end of the bid period.
- iii. A Reserve Flight Attendant who fails to make a selection or who was not afforded the opportunity to bid will be considered a No Preference (“NP”) Reserve Flight Attendant.
- iv. Assignment Order
  - a. A CMF Reserve Flight Attendant will be given reserve assignments first from among Reserve Flight Attendants with the same days of availability and with the same on-call periods until such CMF Reserve Flight Attendant works fifty (50) credit hours. Once a CMF Reserve Flight Attendant works fifty (50) credit hours, she/he will be by passed by Crew Scheduling for

assignments until all Reserve Flight Attendants in the same base as the CMF Reserve Flight Attendant have worked fifty (50) credit hours. Once all Reserve Flight Attendants in that base have worked fifty (50) credit hours, the CMF Reserve Flight Attendant will again begin receiving reserve assignments first from among Reserve Flight Attendants with the same days of availability and with the same on-call periods in FIFO order.

- b. A CMF Reserve Flight Attendant will be given reserve assignments first from among Reserve Flight Attendants with the same days of availability and with the same on-call periods until such CMF Reserve Flight Attendant works the Minimum Monthly Guarantee. Once a CMF Reserve Flight Attendant works the Minimum Monthly Guarantee, she/he will be bypassed by Crew Scheduling for assignments until all Reserve Flight Attendants in the same base as the CMF Reserve Flight Attendant have worked the Minimum Monthly Guarantee. Once all Reserve Flight Attendants in that base have worked the Minimum Monthly Guarantee, the CMF Reserve Flight Attendant will again begin receiving reserve assignments first from among Reserve Flight Attendants with the same days of availability and with the same on-call periods in FIFO order.

### 3. Reserve Assignments

- a. Reserve Flight Attendants will not be assigned Open Time until the aggressive pick up window for that day has ended at 2300 EST, two (2) days prior to the trip initiation.

*Example: On Saturday after 2300 EST, a Reserve Flight Attendant may be given an assignment that required her/him to report on Sunday or Monday.*

- b. A Reserve Flight Attendant's assignment will be posted electronically. The Reserve Flight Attendant may contact Crew Scheduling to confirm and verify the trip at any time. Crew Scheduling will call to notify the Flight Attendant of her/his reserve assignment no later than the times specified in 2, above, depending on the Reserve Flight Attendant's shift rules.
- c. Whenever possible, a Reserve Flight Attendant who has been given a trip assignment or Airport Ready Reserve assignment will be released until the designated reporting time of that assignment.

- d. Crew Scheduling will assign trips to Reserve Flight Attendants in the order below in accordance with all limitations as provided in this agreement:
  - i. Match the number of days in the trip with the number of available days on reserve.
  - ii. Long call CMF reserves under 50 hours in first-in, first-out (FIFO) order
  - iii. Short call CMF reserves under 50 hours in FIFO order
  - iv. Long call NP reserves under 50 hours in FIFO order
  - v. Short call NP reserves under 50 hours in FIFO order
  - vi. Long call CMF reserves under MMG hours in FIFO order
  - vii. Short call CMF reserves under MMG hours in FIFO order
  - viii. Long call NP reserves under MMG hours in FIFO order
  - ix. Short call NP reserves under MMG hours in FIFO order
  - x. Long call CMF reserves over MMG hours in FIFO order
  - xi. Short call CMF reserves over MMG hours in FIFO order
  - xii. Long call NP reserves over MMG hours in FIFO order
  - xiii. Short call NP reserves over MMG hours in FIFO order
- e. The Company may not schedule or reschedule a Reserve Flight Attendant to exceed one hundred twenty-five (125) credit hours per bid period as provided in S., above. However, a Reserve Flight Attendant who was scheduled in compliance with this provision at the start of an assignment will complete the assignment even if to do so will cause her/him to exceed one hundred twenty-five (125) credit hours. After completing an assignment, a Reserve Flight Attendant who has accrued at least one hundred twenty-five (125) credit hours will have the option to be released from her/his remaining reserve days for the bid period.
- f. The Company may move up to three (3) non-immovable days off at any time in one bid period in inverse seniority order. The Reserve Flight Attendant will be notified via phone during her/his phone availability period. In that event, the Reserve Flight Attendant will be treated in accordance with R.6.b. above. In such event, the Union will

be provided with the list of affected Flight Attendants.

- g. When an assignment other than Airport Ready Reserve or TDY is given to a Reserve Flight Attendant, the Company will identify the pairing number and report time. The Reserve Flight Attendant will be notified via the EB of the following: overnight location(s), pairing number, aircraft type, and report/release times. If Crew Scheduling is aware at the time the assignment is made that the layover hotel is different from the regular layover hotel, Crew Scheduling will notify the Reserve Flight Attendant of the hotel contact number and any known special transportation if not available on the EB.

- h. Additional Assignment

At the completion of her/his assignment and prior to leaving the airport, a Reserve Flight Attendant must contact Crew Scheduling via phone or check their schedule via the EB.

- i. Upon phone contact by the Reserve Flight Attendant, the Company will either:
  - a. Give the Reserve Flight Attendant another assignment via phone call; or
  - b. Release the Reserve Flight Attendant into her/his rest or days off; or
  - c. During IROP only, require the Reserve Flight Attendant to remain at the airport for up to one hour from the time she/he contacts Crew Scheduling for release for the purpose of accepting further assignment, provided that such assignment is scheduled to begin no more than three (3) hours from the block-in time of her/his previous assignment; or
  - d. Permit the Reserve Flight Attendant to leave the airport and remain available for telephone contact for the remainder of their reserve period. A Reserve Flight Attendant contacted during that phone liable period will not be given an assignment until their next scheduled reserve day.
- ii. Upon checking the schedule via the EB:
  - a. The Reserve Flight Attendant may self-notify for any additional assignment placed on her/his schedule.
  - b. If after 15 minutes from last block-in the Reserve Flight Attendant has no additional assignments on their schedule, she/he will be considered to be released to domicile rest or

days off.

- i. By checking the schedule via the EB, the Reserve Flight Attendant agrees to the adjustment to her/his next Reserve period time to account for domicile rest.
- c. During IROP only, the Reserve Flight Attendant may be notified within fifteen (15) minutes from last block-in via the EB to remain at the airport for up to one hour from the time she/he contacts Crew Scheduling for release for the purpose of accepting further assignment, provided that such assignment is scheduled to begin no more than three (3) hours from the block-in time of her/his previous assignment; or
- d. The Reserve Flight Attendant may be notified via the EB that they may leave the airport but will be required to remain available for telephone contact for the remainder of their reserve period. A Reserve Flight Attendant contacted during that phone liable period will not be given an assignment until their next scheduled reserve day.
- i. A Reserve Flight Attendant is always subject to reassignment. Changes to a Reserve Flight Attendant's trip shall not be considered to be reschedules, reassignments, or drafting, unless rolled into a day off.
- j. Notification of any schedule change for a Reserve Flight Attendant may be given by Crew Scheduling, Crew Trackers, Hub Coordinators, Inflight Management or Pilot In Command (PIC) notified by Crew Scheduling, via phone contact, or in person. Additional notification options may be added or deleted by mutual agreement between the Company and the Union.

#### 4. Airport Ready Reserve Shifts

- a. An Airport Ready Reserve Flight Attendant is a Reserve Flight Attendant who is required to report to the airport without a specific flight assignment and is to be at the airport for the sole purpose of being available to receive a flight assignment. An Airport Ready Reserve Flight Attendant shall be in uniform, at the airport, and ready to fly during an Airport Ready Reserve period.
- b. The duty period for an Airport Ready Reserve Flight Attendant will not exceed eight (8) hours, unless she/he receives an assignment. If an Airport Ready Reserve Flight Attendant is not given an assignment prior to the end of the eight (8) hour Airport Ready Reserve duty period, prior to leaving the airport, the Airport Ready Reserve Flight Attendant must contact Crew Scheduling or check her/his schedule in accordance with S.3.h., above and shall be released until her/his next

assignment or reserve period. If an Airport Ready Reserve Flight Attendant returns from an assignment prior to the end of her/his eight (8) hour Airport Ready Reserve period, she/he may be required to complete her/his original Airport Ready Reserve period.

- c. The Company may assign a Reserve Flight Attendant to Airport Ready Reserve as operational requirements warrant. Ready reserve assignments will be assigned by the bucket list starting with the 2-day bucket, then the 3-day bucket, then the 4-day bucket, then the 5-day bucket, then the 6-day bucket, then the 1-day bucket, in accordance with S.3.d., above.
- d. No Reserve Flight Attendant will be required to report for more than five (5) Airport Ready Reserve periods per bid period.
- e. The Airport Ready Reserve shift time will be given to a Reserve Flight Attendant when she/he is assigned to Airport Ready Reserve.
- f. A Reserve Flight Attendant who is assigned an Airport Ready Reserve shift will have two (2) hours to report to the domicile. Crew Scheduling may request that a Flight Attendant report to an Airport Ready Reserve shift less than two (2) hours after being contacted for operational needs, but the Flight Attendant may choose to deny such request. If the Flight Attendant does accept such request, she/he will not be held accountable as long as she/he reports no more than two (2) hours after notification of an assignment by Crew Scheduling.
- g. Duty time for an Airport Ready Reserve Flight Attendant begins at scheduled or actual report time, whichever is later.
- h. A flight assignment given to an Airport Ready Reserve Flight Attendant will be scheduled to depart no later than the end of her/his Ready Reserve shift.
- i. Prior to release, an Airport Ready Reserve Flight Attendant may be assigned any trip that she/he is legal to fly in accordance with the provisions of this Agreement and the applicable FARs, so long as the trip does not interfere with her/his vacation or immovable days off.
- j. An Airport Ready Reserve Flight Attendant will immediately proceed to the gate to board the aircraft upon notification of an assignment.
- k. A Ready Reserve Flight Attendant sitting at the airport will be given flight assignments after consideration of all of the following listed below in order of importance:
  - i. Days of availability

- ii. Prevent flying into a scheduled day off
  - iii. Using the earliest Ready Reserve Flight Attendant shifts first
  - iv. First-in, first-out (FIFO) based on the prior assignment to the Airport Ready Reserve shift
- l. An Airport Ready Reserve Flight Attendant will be paid and credited with (five) 5 credit hours, or actual hours flown that day, whichever is greater.
  - m. The Company will provide an Airport Ready Reserve Room at domicile where possible.

## 5. Reserve Trades

- a. Reserve Flight Attendants may trade reserve day(s). Such trades will be approved:
  - i. If in accordance with the provisions of this Section and the applicable FARs;
  - ii. Subject to the needs of the operation; and
  - iii. As long as the trade does not place either Reserve Flight Attendant on reserve for more than six (6) consecutive days or less than three (3) consecutive days.
  - iv. If two Reserve Flight Attendants have been assigned trips operating on the exact same days, upon request from both Flight Attendants, the ability to trade trips will be permitted, as long as it is in accordance with the FARs and this agreement.
- b. The EB will be the primary means of processing all Reserve Trades.
- c. Bad Day/Worse Day Trades for Reserve Flight Attendants
  - i. A Reserve Flight Attendant will be permitted to trade equal days on which reserve coverage is less than the required minimum for days with worse reserve coverage, provided the trade:
    - a. Does not result in a reserve block with only a single duty day

- b. Does not reduce a reserve block to less than 3 duty days
  - c. Does not remove a day(s) from the middle of a reserve block of duty days
  - d. The request is made more than (seventy-two) 72 hours in advance.
- ii. Worse reserve coverage exists only if when compared on a day-by-day basis, each duty day to be traded for has a larger difference between the minimum level number(s) and the net reserve number(s) in the reserve pool display than the corresponding duty day of the originally scheduled duty days. The examples below will use the following pool display numbers, and assume that a request is made more than 72 hours in advance.

*EXAMPLE 1:*

*A Flight Attendant has 4 reserve days beginning on the 18th and wants to trade them for 4 reserve days beginning on the 25th. The End Results of her/his original days are -06, -13, -03, and -01. The End Results of the days she/he wants to trade for are -11, -14, -06, and -05. Since the End Results of the days to be picked up are each greater than the corresponding days to be dropped, this trade will be approved.*

*EXAMPLE 2:*

*A Flight Attendant has 3 reserve days beginning on the 19th and wants to trade them for 3 reserve days beginning on the 25th. The End Results of her/his original days are -13, -03, and -01. The End Results of the days she/he wants to trade for are -11, -14, and -06. Since the End Result of the first day to be picked up is not greater than the End Result of the first day to be dropped, this trade will not be approved.*

*EXAMPLE 3:*

*A Flight Attendant has 4 reserve days beginning on the 20th and wants to trade them for 3 reserve days beginning on the 25th. The End Results of her/his original days are -03, -01, -05, and -11. The End Results of the days she/he wants to trade for are -11, -14, and -06. Regardless that the End Results of the days to be picked up are each greater than the corresponding days to be dropped, this trade will not be approved because the end result will leave the Flight Attendant with only a single duty day.*

DATE	NET MIN	MIN LVL	END RESULT
16	052	060	-08
17	051	060	-09
18	054	060	-06
19	047	060	-13
20	037	040	-03
21	039	040	-01
22	035	040	-05
23	049	060	-11
24	051	060	-09
25	049	060	-11
26	046	060	-14
27	034	040	-06
28	035	040	-05

6. Aggressive Pick up Window (APU)

- a. A Reserve Flight Attendant who is unassigned may pick up any trip in open time during the APU that begins two days later.

Example: During APU on Saturday, a Reserve Flight Attendant may pick up a trip with a report on Monday.

- b. A Reserve Flight Attendant must call Crew Scheduling between 1900 and 2300 EST or within 30 minutes of the termination of the Reserve assignment if the assignment terminates after 2300 EST in order to pick up a trip. If this process is automated at any time, a Reserve Flight Attendant will utilize the APU via the EB.
- c. These trip pick-ups may be denied if she/he does not have enough reserve duty days to cover the trip.
- d. A Reserve Flight Attendant, who picks up a trip in this manner, is not required to remain contactable during the two (2) hours before her/his assigned report time. Additionally, Crew Scheduling may attempt to contact the Reserve Flight Attendant to inform her/him of a cancellation, or rescheduled assignment.
- e. If a Reserve Flight Attendant picks up a trip during APU, Crew Scheduling may only attempt to reschedule the Reserve Flight Attendant if there is no other Reserve Flight Attendant available to work the trip per 3.d., above. Crew Scheduling will attempt to reschedule a Reserve Flight Attendant already assigned a trip through the APU.
- f. During an IROP, a Reserve Flight Attendant who picks up a trip during the APU can be rescheduled as operationally needed.

- g. The schedule for Aggressive Pick Up Window will be posted in the bid packet.
- h. Trips picked up in accordance with this provision will be paid and credited in accordance with Section 3.
- i. These trip pick-ups may be denied if the Reserve Flight Attendant is at or above the Minimum Monthly Guarantee credit hours for the bid period.
- j. A Flight Attendant who is assigned TDY will be permitted to pick up any trips in Open Time available to reserves in the TDY location, in accordance with the APU window for Reserve Flight Attendants.

#### 7. Reserve Flight Attendants – General

- a. A Reserve Flight Attendant not assigned to duty may request to be released from her/his reserve period early on the last day of a block of reserve days.
- b. All assignments given to Reserve Flight Attendant must be in accordance with this Agreement and all applicable FARs.
- c. A Reserve Flight Attendant may be assigned to reserve out of domicile, at any location, for a period not to exceed one block of reserve days per bid period, inclusive of position into and out of domicile (“TDY”).
- d. Duty time for a Reserve Flight Attendant begins at the commencement of their on call period, the scheduled or actual time that she/he reports for a flight assignment or Airport Ready Reserve period, whichever is later.
- e. A Reserve Flight Attendant who has not been given an assignment by the end of her/his on-call period on her/his last day of reserve shall be automatically released until her/his next on-call period or other assignment.
- f. It is the responsibility of a Reserve Flight Attendant to make certain that her/his phone is in working order at all times (including that she/he receives a good quality of service in her/his present location), unless out of the control of the Reserve Flight Attendant (including but not limited to service outage, with qualifying documentation provided, such as communication from service provider) and that she/he has provided Crew Scheduling with a correct, working phone number where the Reserve Flight Attendant can be reached. If a Flight Attendant has one (1) number listed, the Company will attempt that number at least twice; if a Flight Attendant has two (2) numbers listed, the Company will attempt each number at least once. Such calls will

be attempted by Crew Scheduling within twenty (20) minutes. The two (2) hour report time will begin at the time the reserve is first called.

- g. A Reserve duty day where no assignment occurs does not constitute a day free from duty or a day off.
- h. A Reserve Flight Attendant must call Crew Scheduling to remove herself/himself from duty when ill. A separate call is required on each scheduled duty day on which the reserve is ill, unless the reserve is aware that the illness will prevent working for multiple duty days, in which case a minimum of 1 call for each block of duty days on which the reserve is ill is required.
- i. A Reserve Flight Attendant who loses a duty day(s) due to illness, injury or emergency drop will be allowed to make up the lost day(s) on her/his remaining day(s) off that bid period. The day(s) on which the make-up occurs is subject to mutual agreement between the Company and the Flight Attendant. When a lost day is made up in this manner, the hours per Section 3 will be returned to the Flight Attendant's reserve guarantee or sick bank as applicable.

#### T. Part Time Flight Attendant Program

1. The Company will maintain a Part Time Flight Attendant program. The minimum number of Part Time Flight Attendant positions available for bid system-wide pursuant to 4., below, shall be at least 3% of the regular lines existing at that time.
2. Each Part Time Flight Attendant Program bid award will be six (6) bid months.
3. Eligibility to Bid for Part Time Positions
  - a. All Flight Attendants who are Lineholders are eligible to be awarded a Part Time Flight Attendant position in her/his domicile. A Flight Attendant must hold a position in that domicile prior to the Part Time Flight Attendant bid.
  - b. Flight Attendants on inactive status may bid for Part Time Flight Attendant vacancies, provided that they are anticipated to return to active status no later than the first day of the bid period in which the bid would be effective. If the inactive Flight Attendant who bids for a Part Time Flight Attendant position does not actually return to active status by such date, the Flight Attendant will be returned to full time.
  - c. A Part Time Flight Attendant who goes on a leave of absence shall retain her/his Part Time Flight Attendant position, subject to 4.d., below, unless there is a Part Time system-wide re-bid while she/he is on the leave of absence. In the event of a Part Time system-wide re-bid, a Part Time Flight Attendant's eligibility to bid for a Part Time Flight Attendant position shall be governed by 3.b., above and the other

requirements of this paragraph.

- d. A Part Time Flight Attendant will not opt out of the Part-Time program for a minimum of four (4) months per Part-Time bid. This provision may be waived on a case-by-case basis by mutual agreement of the Inflight Management and IAM President Directing General Chairperson or her/his designee. A Part Time Flight Attendant may request to return to any full time vacancy on the first of the subsequent bid period, and this request will be granted provided that the request is received no later than the first (1<sup>st</sup>) day of the month prior.

#### 4. Bidding for a Vacant Part Time Position

- a. On or before May 1<sup>st</sup> and November 1<sup>st</sup>, the Company will re-bid all Part Time Flight Attendant positions at each domicile. The Company shall notify all Flight Attendants through an electronic message marked “must read” of the re-bid dates.
- b. The bidding will remain open for at least 15 days, and awards will be posted electronically by June 1<sup>st</sup> and December 1<sup>st</sup>.
- c. The awarded bids will be effective on July 1<sup>st</sup> and January 1<sup>st</sup> of each year.
- d. Part Time Flight Attendants must participate in the re-bid at their domicile to attempt to retain their Part Time Flight Attendant status.
- e. Awards for available Part Time Flight Attendant positions will be made based on seniority among eligible bidders at the domicile.

#### 5. Part Time Scheduling

- a. Part Time Flight Attendants will bid for bid period flying assignments using the Company’s PBS. A Part Time Flight Attendant shall not bid for a reserve line.
- b. Line Construction

A Part Time Flight Attendant line will be constructed with no more than fifty-five (55) credit hours. For the purpose of this provision, “credit” shall include deadhead, training, and special assignments only and “credit” for absences shall only include vacation, OJI, military leave, bereavement leave, jury duty leave, and Union business as provided for in E.1., above.

#### 6. Part Time Flight Attendant Schedule Adjustments

- a. A Part Time Flight Attendant may participate in schedule adjustments. Such adjustments will be subject to the same rules as outlined in this

Section, except that the Company will not accept any adjustment request that would result in the Part Time Flight Attendant being scheduled for fewer than fifteen (15) credit hours or greater than fifty-five (55) credit hours.

- b. A Part Time Flight Attendant may trade with other Flight Attendants as if she/he was a Full Time Flight Attendant, so long as the requirements of this paragraph and 6.a., above are met. There is no restriction on the number of Open Time pickups for Part Time Flight Attendants. A Part Time Flight Attendant will be eligible for “Red Flag” premium pay pursuant to Section 3.

## 7. Part Time Drafting

A Part Time Flight Attendant will not be drafted if the draft would cause the Part Time Flight Attendant to be scheduled for more than sixty-two and one half (62.5) credit hours for the bid period. A Part Time Flight Attendant will be drafted in the same order as Full Time Flight Attendants. For the purpose of this provision, “credit” shall include deadhead, training, and special assignments only and “credit” for absences shall only include vacation, OJI, military leave, bereavement leave, jury duty leave, and Union business as provided for in E.1., above.

## 8. General

### a. Benefits for Part Time Flight Attendants

- i. A Part Time Flight Attendant will accrue sick leave, vacation, longevity, and uniform replacement banks at the rate listed in Sections 8, 9 and 15. Seniority accrual for Part Time Flight Attendants is in accordance with Section 7, Seniority. For the purpose of this provision, “credit” shall include deadhead, training, and special assignments only and “credit” for absences shall only include vacation, OJI, military leave, bereavement leave, jury duty leave, and Union business as provided for in E.1., above.
- ii. A Part Time Flight Attendant may remain in the insurance programs previously elected, at active rates, unless she/he does not average at least thirty (30) credit hours per bid period in the six (6) bid periods prior to the beginning of the start date of the Part Time award. Should a Part Time Flight Attendant not average at least thirty (30) credit hours per bid period in the six (6) bid periods prior to the beginning of the start date of the Part Time award she/he will pay COBRA rates for such programs per applicable law. 401(k) will be on the same basis afforded to Full Time Flight Attendants. Pass travel will be on the same basis afforded to Full Time Flight Attendants, if in accordance with all applicable pass travel policies.

- b. Pay for Part Time Flight Attendants
  - i. Guarantee provisions of this Agreement do not apply to Part Time Lineholder Flight Attendants. Part Time Flight Attendants shall be compensated for all pay credits to which they are entitled pursuant to this Agreement.

- c. Conversion of Part Time Flight Attendant Back to Full Time Flight Attendant

Upon giving forty-five (45) days' notice, the Company may convert a Part Time Flight Attendant position into a Full Time Flight Attendant position, as long as the requirements in T.1., above, are met. Prior to displacing junior Part Time Flight Attendants, the Company will solicit volunteers to return to Full Time Flight Attendant status. Should not enough Part Time Flight Attendants volunteer to return to Full Time Flight Attendant status, displacement from Part Time Flight Attendant status will be done in inverse seniority order. At no time will more than fifty percent (50%) of Part Time Flight Attendants be converted to Full Time Flight Attendant positions.

- d. Except as specified in herein, Part Time Flight Attendants are subject to all other provisions of this Agreement.

#### U. Jobsharing

1. The Company will determine the number of Job Shares that will be available each bid period, if any, at each domicile.
2. All active Flight Attendants are eligible to bid for a Job Share.
3. Bidding for a Job Share Vacancy
  - a. The Company shall notify all Flight Attendants through an electronic message marked "must read" of the Job Share Vacancy Bid timeline.
  - b. The bidding will remain open for at least ten (10) days, and awards will be posted within five (5) days.
  - c. The Company will award Job Shares in seniority order and post a list of those Flight Attendants awarded such Job Shares. Job Shares will be awarded before the posting of the bid packet.
4. Job Share Scheduling
  - a. Job Share Flight Attendants will bid for bid period flying assignments using the Company's PBS.

b. Line Construction

i. Lineholder Job Share Flight Attendants

- a. A Lineholder Job Share Flight Attendant line will be constructed with no more than fifty-five (55) credit hours. For the purpose of this provision, “credit” shall include deadhead, training, and special assignments only and “credit” for absences shall only include vacation, OJI, military leave, bereavement leave, jury duty leave, and Union business as provided for in E.1., above.

ii. Reserve Job Share Flight Attendants

a. Reserve Shifts

Job Share Flight Attendant will be eligible to hold any Reserve shifts in accordance with this Section.

- b. Reserve Job Share Flight Attendants will have days off within their block of reserve days awarded in compliance with the chart in R.6.e., above.

- c. Reserve Job Share Flight Attendants will be subject to all other rules in accordance with this Section.

c. Job Share Flight Attendant Schedule Adjustments

- i. A Job Share Flight Attendant may participate in schedule adjustments. Such adjustments will be subject to the same rules as outlined in this Section, except that the Company will not accept any adjustment request that would result in the Job Share Flight Attendant being scheduled for fewer than fifteen (15) credit hours or greater than fifty-five (55) credit hours

- ii. A Job Share Flight Attendant may trade with other Flight Attendants as if she/he was a Full Time Flight Attendant, so long as the requirements of this paragraph and paragraph c.i., above are met. There is no restriction on the number of Open Time pickups for Job Share Flight Attendants. A Job Share Flight Attendant will be eligible for “Red Flag” premium pay pursuant to Section 3.

d. Drafting

A Job Share Flight Attendant will not be drafted if the draft would cause the Job Share Flight Attendant to be scheduled for more than

sixty-two and one half (62.5) credit hours for the bid period. A Job Share Flight Attendant will be drafted in the same order as Full Time Flight Attendants. For the purpose of this provision, “credit” shall include deadhead, training, and special assignments only and “credit” for absences shall only include vacation, OJI, military leave, bereavement leave, jury duty leave, and Union business as provided for in E.1., above.

## 5. Job Share General

### a. Benefits for Job Share Flight Attendants

- i. A Job Share Flight Attendant will accrue sick leave, vacation, longevity, and uniform replacement banks at the rate listed in Sections 8, 9 and 15. Seniority accrual for Job Share Flight Attendants is in accordance with Section 7, Seniority. For the purpose of this provision, “credit” shall include deadhead, training, and special assignments only and “credit” for absences shall only include vacation, OJI, military leave, bereavement leave, jury duty leave, and Union business as provided for in E.1.above.
- ii. A Job Share Flight Attendant may remain in the insurance programs previously elected. 401(k) will be on the same basis afforded to Full Time Flight Attendants. Pass travel will be on the same basis afforded to Full Time Flight Attendants, if in accordance with all applicable pass travel policies.

### b. Pay for Job Share Flight Attendants

- i. Guarantee provisions of this Agreement do not apply to Job Share Lineholder Flight Attendants. Job Share Flight Attendants shall be compensated for all pay credits to which they are entitled pursuant to this Agreement.
  - ii. Job Share Reserve Flight Attendants will receive half of the MMG. Job Share Flight Attendants shall be compensated for all pay credits to which they are entitled pursuant to this Agreement.
- c. Jobsharing is a privilege that can be utilized at each domicile to avoid furlough, involuntary leaves of absences, or to balance out staffing levels. Jobsharing can be revoked immediately for operational reasons.
  - d. Revocation from Job Share Flight Attendant status will be done in inverse seniority order.

- e. Except as specified in herein, Job Share Flight Attendants are subject to all other provisions of this Agreement.

## V. Charter Operations

If the Company determines the need for a Charter Program, the Company and the Union will negotiate the terms of the program.

## W. Flight Attendant Access to the Company's Computer System

A Flight Attendant's access to the Company's computer system shall include, but is not limited to viewing the following in real time:

1. Trip trades with Open Time
2. Trip pick-ups from Open Time
3. Trip trades between Flight Attendants
4. Trip advertisements
5. Reserve assignment list
6. Reserve pool display
7. Trip access to include scheduled and actual
8. All open time
9. Schedule access
10. Pay register
11. Monthly bid submission and award

In addition to the access provided above, the Company will allow up to three (3) Flight Attendants whose names will be provided by the Union to have access to all Flight Attendants' CrewTrac history or the equivalent if the system name-changes at any time.

## X. General

1. Conversations with Crew Scheduling

a. Recordings

- i. The Company shall utilize an automatic recording device for the purpose of recording phone conversations between Crew Scheduling and a Flight Attendant. The Company will take appropriate and reasonable steps to ensure that telephone conversations are not recorded selectively. In the event of a malfunction, the Company will take expeditious steps to return the system to its full working order.
- ii. There shall be no general audit of the tapes.
- iii. All recordings will be kept by the Company for a minimum of ninety (90) days.
  - a. Following the receipt of a Flight Attendant statement that could result in disciplinary action or discharge per Section 17.F., the Union Grievance Representative will, upon request to Inflight Management, be allowed to listen to relevant portions of tapes a mutually agreeable time.
  - b. In the event of a dispute involving a specific recorded conversation, the Union Grievance Representative will, upon request to Inflight Management, be allowed to listen to relevant portions of tapes at a mutually agreeable time.
  - c. The Company will not be required to search its recording archives for a specific conversation outside a one-hour window specified by the Union Grievance Representative. If requested, a copy of the recording will be provided to the Union Grievance Representative.

2. Errors

- a. When an inadvertent scheduling or clerical error results in a loss of credited time to a Flight Attendant through no fault of the Flight Attendant, the Flight Attendant shall be paid and credit for any time lost. The Flight Attendant must use reasonable diligence to discover the error and notify the Company of the error upon its discovery.

*Example*

If more Flight Attendants than needed are scheduled and report for it, the Flight Attendant who is denied the trip will receive credit for it, unless she/he is assigned to a trip of equal or greater value.

- b. This section also provides for correction of clerical errors resulting in underpayment for credited time, as defined in the Agreement, to which a Flight Attendant is entitled.

*Example*

An error in adding up the value of a bid line would not require that the Flight Attendant receive more than the credited time actually flown by her/him or otherwise due to the Flight Attendant under other provisions of the Agreement (e.g. sick pay, vacation, deadhead pay, training pay, etc.)

## SECTION 5 TRAVEL EXPENSES

### A. Hotels

1. The Company will provide adequate single occupancy lodging and will pay the cost of such lodging at all layovers, including any unscheduled layovers at the Flight Attendant's domicile.
  - a. The Company will provide single occupancy lodging for a Flight Attendant during a trip when she/he is scheduled for any breaks of 5 hours or more out of domicile and 6 hours or more in domicile between flights during a trip.
  - b. Upon the Flight Attendant's request, the Company will provide single occupancy lodging for a Flight Attendant during a trip when she/he is rescheduled for any break(s) of 5 hours or more out of domicile and 6 hours or more in domicile between flights during a trip. For purposes of this paragraph, the period(s) of time between flights is determined prospectively from the time of scheduling or rescheduling.
2. A Hotel Committee consisting of Company and Union members will meet and confer on the criteria, suitability, and selection of hotels. The Company will make selections after consultation with the Union.
3. The Company will identify scheduled lodging facilities and the telephone number of those facilities in the bid software. When the method of transportation between the airport and the lodging facility has been contracted directly by the Company with a party other than the lodging facility, the name of that transportation provider and the telephone number of that transportation provider will be identified as well.
4. The Company will attempt to negotiate the elimination of access charges for long distance telephone calls and Wi-Fi access. The cost of telephone calls to the Company from a lodging facility for Company-required business will be reimbursed upon submission of receipts. Flight Attendants will use toll-free calling when made available. Flight Attendants' cell phone bills are not reimbursable. Other additional or incidental charges (i.e., for room service, restaurant, pay television, etc.) will be the responsibility of the Flight Attendant.
5. The Company is responsible for selecting adequate, safe, and comfortable lodging for crewmember overnight stays. When selecting lodging facilities, the Company will consider factors including safety, cleanliness, proximity to airport, and cost. The following criteria will be used in selecting appropriate lodging:
  - a. Each room must have an alarm clock.
  - b. Telephones must be turned on for local, credit card, "800/888," or collect telephone calls without the use of a credit card.

- c. There must not be a charge for local, credit card, or collect telephone calls. The crewmember retains responsibility to determine what constitutes a local call.
- d. Rooms must be above ground level and be accessed through interior hallways.
- e. The hotel must be within close proximity to a restaurant that serves food during the hours of the crewmember's stay at the hotel and/or provides transportation to and from such establishments.

With mutual consent between the Company and the Union Hotel Committee, any of these requirements may be waived.

- 6. For scheduled layovers of 15 hours or more, downtown locations or hotels that offer additional attractions, services, or facilities will be provided, if these hotels meet the criteria in 5., above. The Company and the IAM President-Directing General Chairperson and/or her/his designee(s) may mutually agree to waive this provision on a city-by-city basis.
- 7. If the Company determines that more than one overnight facility is appropriate in a particular location, it will notify, in writing, the IAM President-Directing General Chairperson and/or her/his designee(s).
- 8. The Company will make prompt inquiries into written complaints received by Inflight Management from the Chairperson of the Union Hotel Committee regarding the suitability of lodging facilities. The Company will meet with the Union Hotel Committee at a mutually agreed time and place to discuss concerns about accommodations when such issues are raised by the Committee. If the Union submits in writing that a hotel is no longer suitable based on the criteria in 5., above, the Company, the Union, and representatives of other affected work groups will meet and agree on a solution for alternative lodging to the extent practicable, including consideration of the existence of contractual commitments, and the availability of suitable alternatives.

#### B. Transportation

- 1. The Company will provide and pay the cost of crew transportation between the airport and all designated lodging facilities, if necessary.
- 2. If a Flight Attendant(s) is on an overnight without pilots and transportation between the airport and the lodging facility is not available within 15 minutes of the Flight Attendant's (s') release time, the Flight Attendant (or one member of the Flight Attendant crew) may pay for a taxi and shall be reimbursed for that expense.
- 3. If a Flight Attendant(s) is on an overnight with pilots and transportation between the airport and lodging facility is not available within 15 minutes of the Flight

Attendant's (s') release time into a rest period of 9 hours or less, and the pilots have not yet been released or are not ready to travel to the lodging facility, the Flight Attendant (or one member of the Flight Attendant crew) may pay for a taxi and shall be reimbursed for that expense.

4. If a Flight Attendant(s) is on an overnight with pilots and transportation between the airport and lodging facility is not available within 30 minutes of the Flight Attendant's (s') release time into a rest period of more than 9 hours, and the pilot(s) have not yet been released or are not ready to travel to the lodging facility, the Flight Attendant (or one member of the Flight Attendant crew) may pay for a taxi and shall be reimbursed for that expense.
5. Should the Company establish any airports as co-terminals, the Company and the Union will meet to negotiate travel expenses for travel between such co-terminals.

#### C. Away from Domicile and Regular Layover Station

When a Flight Attendant is away from her/his domicile at a location that is not a regular layover station (i.e. any layover station where the Company does not already have a regularly contracted hotel), the Company will provide a hotel room as close to the airport as possible. Any transportation expenses incurred will be reimbursed and per diem will be paid as specified below.

#### D. Per Diem

1. A Flight Attendant shall receive a per diem allowance for all duty periods at the following rate:

Current \$1.90 per hour

The above expenses allowance will be calculated from the time the Flight Attendant reports for duty at her/his domicile until released from duty at her/his domicile and will be prorated for portions of an hour.

2. The Flight Attendants will receive future per diem increases at the same rate and on the same schedule as the pilots.
3. Per diem for Flight Attendants who attend training, other than new hire training, out of domicile will begin at the originally scheduled check-in at the domicile for the flight to training.
4. Per diem for Flight Attendants who attend training, other than new hire training, out of domicile will end 15 minutes after the originally scheduled block-in at the Flight Attendant's domicile. If the actual block-in time is later than scheduled block-in time, the Flight Attendant will be paid the additional per diem, which is the difference between the scheduled block-in time and the actual block-in time plus 15 minutes. The Flight Attendant will submit a pay claim within five (5) calendar days, with supporting documentation (e.g. print out or screen shot from the applicable airline's website or other, showing actual arrival time of the flight).

If the Flight Attendant fails to submit the pay claim with supporting documentation within the five (5) calendar days, she/he will only receive pay for the scheduled block time of the flight.

5. Per diem for Flight Attendants who attend training other than new hire training out of domicile and choose to take an alternate deadhead to training will be paid per diem beginning 1600 local time at their domicile the day prior to the commencement of training.
6. Per diem for Flight Attendants who attend training other than new hire training out of domicile and choose to take an alternate deadhead from training will be paid per diem 4 hours after training has been completed.

## SECTION 6 TRAINING

### A. Scheduling of Required Training

1. In November of each year, the Company will post electronically a list of Flight Attendants showing their expected due months for recurrent training for the upcoming year. The Company may reset recurrent training due months when it deems appropriate. If it is necessary to reset recurrent training due months, the Company will identify the Flight Attendants who will potentially be affected by such resets as soon as practicable. From among those potentially affected Flight Attendants, the resets will be awarded to volunteers in the affected months in seniority order. If there are insufficient volunteers, the remaining due month resets will be performed in inverse seniority order.
2. Awarding/Assigning Recurrent Training
  - a. The Company will post electronically recurrent training dates and times and a list of Flight Attendants who will bid for recurrent training for the following month by the first of each month. (Example: a Flight Attendant bidding for training in June will do so beginning on May 1<sup>st</sup>.)
  - b. Bids for recurrent training classes will be submitted electronically and will remain open until noon General Office Time on the 5<sup>th</sup> day after the bids were posted.
  - c. Subject to 2.e., below, recurrent training classes will be awarded in the following order of priority:
    - i. Flight Attendants in their grace month; then,
    - ii. Flight Attendants in their due month; and then,
    - iii. Flight Attendants in their prior month.

Within each priority group, recurrent training classes will be awarded in seniority order. A Flight Attendant who fails to bid properly or to submit adequate bids will be assigned a training date and time after all other Flight Attendants who bid for training that month have been awarded a training date.
  - d. The Company will publish the monthly recurrent training awards/assignments for the following month with the bid software.

- e. If a Flight Attendant fails to attend training as scheduled, the Flight Attendant will be assigned to an available recurrent training class by the Company in that month or a subsequent month notwithstanding bidding or seniority. A Flight Attendant assigned to recurrent training by the Company pursuant to this paragraph will not be paid for any assignment that conflicts with the training. The Company will not assign the Flight Attendant to a recurrent training class which conflicts with an assignment unless there is no other alternative to avoid dequalification.
- 3. Should it become necessary to train Flight Attendants within a short amount of time (i.e., 90 days or less), the Company will contact the Union to discuss an alternate way of conducting training in an expeditious manner.
  - 4. For training scheduled after bids are awarded, any trip(s), portion(s) of trip(s), or other assignment(s) that conflicts with training shall be dropped from the Flight Attendant's final bid award. The Flight Attendant shall participate in training on days as scheduled. Except for training scheduled pursuant to 2.e., above, if a trip is dropped or modified in order for a Flight Attendant to attend training, the Flight Attendant shall be paid for lost scheduled times and any deadhead time, if applicable, for the entire trip or portion(s) of trip(s) dropped, or training pay, whichever is greater. This paragraph will not apply if the change in training date is initiated by the Flight Attendant.
- B. A Flight Attendant will not be required to return from vacation or leave for any required training. If a Flight Attendant wishes to participate in training while on a leave, such training will be handled in accordance with Section 11.A.3.
  - C. Training shall not be scheduled between the hours of 2300 and 0500. However, if an issue arises where Flight Attendants must be trained quickly with limited availability of training equipment (e.g., a new aircraft type), the Company and the Union will meet to discuss a resolution.
  - D. A Flight Attendant who fails recurrent training will be removed from pay status until the Flight Attendant has successfully completed recurrent training. Such Flight Attendant will attend the next available recurrent training class (unless the next available class is scheduled for the following day, in which case the Flight Attendant may elect to attend the following available class after that). The continued employment of a Flight Attendant who fails two (2) attempts at recurrent training within the same year will be at the discretion of the Company.
  - E. Home Study or Computer Based Training ("CBT")

If the Company requires any training such as home study or CBT that is in lieu of formal ground school to comply with FAA requirements, a Flight Attendant will be paid and credited in accordance with Section 3.

## F. General

1. Necessary training for Flight Attendants returning from a leave of absence will be determined by the Company. Only training required for qualification will be required prior to return to active status. Any additional training required by the Company will be scheduled as soon as possible after the return to active status.
2. Flight Attendants must report for training at the scheduled report time, whether at the beginning of the training day or upon returning from a lunch period. Any Flight Attendant who reports less than 5 minutes after the scheduled report time will not be considered late. A Flight Attendant dismissed from training for a late report who misses her/his qualification deadline (last day of her/his grace month) will be placed on a non-pay status until she/he becomes requalified.
3. A Flight Attendant who has not met the prerequisites at the time she/he reports for a training event will not be permitted to attend and will not receive training, deadhead, or any other pay credit for the day. However, if the prerequisites are not met due to Company error, the Flight Attendant will be permitted to attend training which will be paid and credited accordingly. Pursuant to this paragraph, if a Flight Attendant cannot attend training, but she/he actually flies a trip(s), she/he will receive the pay credit for any trip(s) actually flown in accordance with Section 3.
4. Any time period placed on the Flight Attendant's schedule for a training event does not reflect the time scheduled, but, instead, represents a placeholder.
  - a. This time period will not be utilized for pay purposes.
  - b. The Company and the Union will meet and confer once a year to the appropriate placeholders for the deadhead to and from each domicile and training location as well as the placement of the placeholder. Placement will be the evening before training, the evening of training or the morning after training. In addition, anytime a new domicile is opened the Company and Union will meet and confer to the appropriate placeholders for the deadhead to and from each domicile as well as the placement of the placeholder.
  - c. Should a Flight Attendant wish to adjust the original placeholder in order to accommodate a modification to her/his schedule, such Flight Attendant may contact Inflight Training Scheduling Department and/or their designee during office hours on business days for such adjustment. As long as the adjustment does not affect the Flight Attendant's attendance at the actual training event, does not cause the Flight Attendant to exceed maximum duty limitations, and does include a 2 hour buffer between the additional assignment and the scheduled training assignment, the adjustment will be granted within 48 hours.

- d. Upon the reservation of the deadhead to training, the Company will communicate to the Flight Attendant the scheduled deadhead information electronically.
5. The Company and the Union acknowledge that the time period for which a Flight Attendant is scheduled on a training day includes unpaid breaks that do not count towards scheduled training for pay purposes as calculated in Section 3. The total of such breaks will not exceed 1 hour for each 8 hours of scheduled training.
6. A Flight Attendant is required to successfully complete all of the required training to progress through each required training event.
7. Training under this provision is defined as instruction specified in or pursuant to the Company's FAA-approved Flight Attendant Training Curriculum or as otherwise required by the Company.
8. The Company will meet with the Union to discuss any substantial modification in the Company's training program or training requirements.
9. The Company will invite 2 (two) IAM Representatives to participate in the first class at each training facility annually. This shall qualify as their annual training in accordance with FAA guidelines, and these Flight Attendants shall be paid in accordance with Section 3.
10. Nothing in this Section will apply to initial new hire training.
11. Out of Domicile Training
  - a. A Flight Attendant who is required to leave her/his domicile for training will be entitled to travel expenses and deadhead pay, as outlined in Sections 3 and 5.
  - b. Such Flight Attendant will be provided with deadhead air travel between her/his domicile and the training location as provided by all applicable pass travel policies. Requested travel to and/or from training does not constitute a reassignment in accordance with Section 4 and does not qualify for reassignment pay.
  - c. Flight Attendants are responsible for ensuring that they are scheduled for minimum rest in accordance with Federal Aviation Regulations (FARs). In the event that the Flight Attendant requests a deadhead flight that will result in illegal rest, the Company will assign a compliant flight. A Flight Attendant may waive minimum domicile rest and duty day limitations in order to travel by deadhead to and/or from a training assignment. If a Flight Attendant requests a deadhead to and/or from training that causes her/him to reduce her/his domicile rest or to exceed duty day limitations, this constitutes such a waiver of domicile rest and/or duty day limitations.

- d. All travel and lodging information for Flight Attendants being trained out of domicile will be provided electronically by 1700 General Office Time the day prior to the first scheduled deadhead.
  - e. In the event that the mainline partner makes changes to its flight schedule or makes changes to the Company's pass travel privileges or its pass travel policies as it relates to training, the Company and the Union will meet and agree to an alternate solution.
12. Time spent by a Flight Attendant attending training shall be considered duty time. Minimum rest, minimum days off, and maximum duty limitations will apply to training. However, a Flight Attendant may voluntarily choose to waive the restrictions contained in this paragraph.
13. When a Flight Attendant is required to attend training immediately preceding or immediately following a duty period, the Company and the Union will meet and mutually agree on the value of that training based on the average time of completion. Flight Attendants attending such training will be paid the agreed value. Such training shall not exceed 1 hour.
14. A Flight Attendant will not be required to pay for training required by the Company.
15. Posting, publishing, and bidding of training will be done electronically.
16. A Flight Attendant attending recurrent training may wear jeans and athletic shoes if allowed by the training facility. Jeans and athletic shoes must be clean, neat, and free of patches, holes, or frayed edges. In addition, Flight Attendants shall comply with other dress and grooming requirements set by the Company.

## **SECTION 7 SENIORITY**

### **A. Seniority**

1. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company.
2. Seniority will begin to accrue on the first day of his/her initial Flight Attendant training. If more than one Flight Attendant begins training on the same day, seniority will be determined in the following order:
  - a. Employees of the Company transferring to Inflight will be placed on the seniority list first. If more than one transferring employee is placed on the seniority list on the same day, the one with the earlier date of hire by the Company will be first.
  - b. New hire Flight Attendants added to the seniority list on the same day will be placed in order based on their age from the oldest to the youngest.
3. Seniority will govern bidding on schedules, vacation selection, filling of vacancies, furloughs, recalls from furlough, and domicile transfers. Unless adjusted under this Agreement, seniority will not be changed and will continue to accrue while her/his name remains on the Flight Attendant seniority list.

**B. Seniority dates in effect on the date of signing of this Agreement will remain, and will not be retroactively affected as a result of any rule changes in this Agreement.**

### **C. Posting of Seniority List**

1. Within 30 days after January 1 and July 1, the Company will electronically post an up-to-date copy of the revised System Seniority List in a mandatory read file. The list will contain the names of all Flight Attendants in seniority order, and include her/his Company date of hire, longevity date and bidding seniority date.
2. A Flight Attendant will have 30 days after the distribution of the System Seniority List in which to protest in writing any errors. The protest will be limited to errors or changes occurring after the distribution of the prior System Seniority List.
3. A Flight Attendant who is returning from a leave or furlough that included the date a new System Seniority List was posted shall be furnished an electronic copy of the System Seniority List posted in her/his mandatory read file. She/he will have 15 days from the date of return to service in which to protest the list. The Company shall render its decision on the protest within 15 days from receipt of the protest.

4. Should there be an error, the Company will prepare a list of corrections. It will post a corrected System Seniority List no later than March 1 or September 1. The Company will provide a copy of the list(s) of corrections to the designated Union official.
5. Regardless of other provisions of this Agreement to the contrary, when the Company and the Union mutually agree that a System Seniority List should be changed to comply with the provisions of this Agreement, or when it has been established through the grievance procedure that a list should be changed, such change will be posted. It is understood that any resulting adjustment in the list shall not create any liability to the Company or the Union.

#### D. Period of Probation

1. During the first 6 months of active service, a Flight Attendant will be on probation, and the Company will have the right to dismiss, furlough, or discipline any Flight Attendant on probation. Active service begins on the Flight Attendant's day of graduation with the Company. The Company may extend a Flight Attendant's probationary period; however, such Flight Attendant must receive, in writing, the specific reasons for any extension. In no event may the probationary period extend beyond 9 months of active service.
2. A Flight Attendant who is absent during her/his probationary period for 15 consecutive days (inclusive of days off) or longer will have her/his period of probation extended accordingly.
3. Neither the probationary Flight Attendant nor any representative of such Flight Attendant, including the Union, will be entitled to challenge the Flight Attendant's discipline, furlough, or dismissal under the grievance procedure and System Board of Adjustment.

#### E. Non-Flying or Supervisory Duties

1. Replacing a Scheduled Flight Attendant

The Company may replace a scheduled Flight Attendant with other cabin qualified personnel on a trip(s) as long as the displaced Flight Attendant suffers no flight pay loss.

2. Transfer to Non-Flying or Supervisory Duties
  - a. A Flight Attendant who transfers to a position in Inflight-related areas (Inflight Department or Inflight-related supervisory, training, Inflight-dedicated Employee/Labor Relations, and recruiting) will retain and continue to accrue seniority. A Flight Attendant who transfers to a non-Inflight related position will retain and accrue seniority for a period of 12 months.
  - b. A Flight Attendant who has transferred to an Inflight-related position

covered by E.1., above, may not pick up or be assigned a trip in Open Time more than 24 hours prior to the trip's check-in time.

c. A Flight Attendant who has transferred to a non-Inflight related position may not pick up Open Time.

3. Return to Flight Attendant Status from Non-Flying or Supervisory Duties

Upon return to Flight Attendant status from a transfer position, the Flight Attendant will be permitted to return to her/his previously assigned domicile, provided there are not any Flight Attendants with greater seniority from that domicile involuntarily furloughed or displaced. The returning Flight Attendant may, in the alternative, fill a permanent vacancy to which her/his seniority entitles her/him. If no vacancy exists, she/he may displace the most junior Flight Attendant in the system, provided the returning Flight Attendant is senior to such displaced Flight Attendant.

F. A Flight Attendant will forfeit all employment and seniority rights under this Agreement, and her/his name will be removed from the System Seniority List under the following conditions:

1. She/he retires or resigns;
2. She/he is terminated and not reinstated;
3. She/he no longer retains seniority in E.2, above;
4. She/he fails to return from a leave of absence in accordance with Section 11, Leaves of Absence;
5. She/he failed to accept recall in accordance with Section 12, Furlough, Displacement, and Recall; or
6. She/he exceeds the furlough limit in Section 12, Furlough, Displacement, and Recall.

**SECTION 8  
VACATION**

A. Basis of Award

1. A Flight Attendant will accrue vacation based on the Flight Attendant’s longevity date and hours paid per bid period in the preceding calendar year.
2. Vacation accruals are based on a Flight Attendant’s credit hours paid per month.

B. Vacation Schedule

1. Vacation credit will accrue on a monthly basis, earned on December 31<sup>st</sup> of each year, and be taken the following year in accordance with the following schedule:

Completed Years of Service	Monthly Accrual	Annual Accrual
1- 5 years	1.2 days	14 days
6-14	1.8 days	21 days
15-18	2.3 days	28 days
19 - 29	2.9 days	35 days
30 and above	3.08 days	37 days

\*Chart based on 40+ credit hours per bid period

3. For purposes of this section, a Flight Attendant who receives credit hours in a bid period will accrue vacation according to the chart below:

Credit Hours	Years of Active Service				
	0-5	6-14	15-18	19-29	30+
0 up to .49	0 Days	0 Days	0 Days	0 Days	0 Days
.5 up to 40	.8 Days	1.2 Days	1.5 Days	1.9 Days	1.54 Days
Above 40	1.2 Days	1.8 Days	2.3 Days	2.9 Days	3.08 Days

If at any time the number of days accrued annually includes a partial day, 0.5 and above will be rounded up to the next whole number.

### C. Vacation Lengths

1. Vacations may be split into more than one period. A Flight Attendant may elect to split her/his vacation periods of not less than seven (7) days each, with each period no fewer than seven (7) consecutive days. However, a Flight Attendant who has accrued less than seven (7) days of vacation will be awarded a partial week of vacation. A partial week of vacation will begin on Monday, and will run consecutively for the number of days awarded.

### D. Vacation Pay

A Flight Attendant shall be credited 3.5 hours for vacation used or bought by the Company at her/his current rate of pay for each vacation day.

### E. Vacation Administration

1. The vacation bidding process will begin no later than October 1st of each year for the following year.
2. Bids will close no earlier than October 21<sup>st</sup>.
3. Vacation bid awards will be posted no later than November 7<sup>th</sup>
4. Vacation periods for bid shall begin on Mondays.
5. The Company will make enough vacation periods available in each domicile so that each Flight Attendant can take her/his earned vacation. The Company will make every week available for vacation bid in each domicile.
6. All vacations will be awarded in seniority order within each domicile, and a Flight Attendant may bid all of her/his accrued vacation periods in order of seniority.
7. A Flight Attendant who changes domiciles will retain her/his vacation period(s).
8. Vacation periods may be exchanged by a Flight Attendant with another Flight Attendant who is in the same domicile or with an open vacation period in her/his domicile. If at any time, a Flight Attendant is no longer working as a Flight Attendant for the Company, her/his unused awarded vacation periods will be made available for trade. Any Flight Attendant exercising the deferral outlined in E.9, below, will also have her/his vacation periods made available for trade. Such request will be granted so long as it is made electronically prior to the 5<sup>th</sup> day of the month prior to the month of the scheduled vacation (e.g., January 5<sup>th</sup> for February vacation).
9. Before her/his vacation begins, a Flight Attendant who is scheduled for FMLA-qualified leaves, OJI, or medical leave that coincides with the scheduled vacation period may defer her/his vacation until later in the year. When she/he returns to work, she/he will choose from available vacation periods.

10. If a Flight Attendant does not bid for her/his vacation, or does not bid enough vacation periods that can be awarded based on her/his seniority, a vacation period will be assigned to the Flight Attendant.

#### F. Vacation Bid Month

1. A Flight Attendant must take her/his earned vacation each year, unless the vacation is deferred by the Company or the Flight Attendant elects to fly during her/his scheduled vacation in accordance with this Section.
2. A Flight Attendant may request to slide her/his vacation up to three (3) days, except that the slide of the vacation may not cause the vacation to cross over from one bid period to another. A Flight Attendant who wishes to slide her/his scheduled vacation period must submit a request to the Company no later than the 5<sup>th</sup> of the month prior to the month the vacation is scheduled. The Company will not deny such request unless the slide would cause the vacation to be extended into the last 3 days of the bid period, the first 3 days of the bid period, July 4<sup>th</sup>, Thanksgiving, Christmas Eve or Christmas Day.
3. A Flight Attendant may request to fly through her/his scheduled earned but unused vacation. Such request must be granted so long as it is made in writing no later than the 5<sup>th</sup> of the month prior to the month the vacation is scheduled.
4. A Flight Attendant who flies during her/his scheduled vacation period will be paid for all trips flown during the vacation period in addition to vacation pay.

#### G. Vacation Deferrals

1. Vacation may be deferred by the Company if required by the needs of the service.
  - a. Vacation deferred by the Company may, at the Flight Attendant's request, be paid.
  - b. A Flight Attendant who elects not to be paid for deferred vacation may choose a vacation, in seniority order, from time available or made available in the remainder of the year of the deferral.
  - c. Vacation must be taken within the calendar year following accrual unless such deferral occurs in the last quarter of the calendar year. In such case the vacation must be taken within the first quarter of the following calendar year.
2. Before a Flight Attendant's vacation may be deferred, volunteers in the domicile will be solicited who are willing to change their vacation. If there are not enough volunteers, then Flight Attendant vacations in the affected domicile will be deferred in inverse order of seniority. If a vacation is deferred, a Flight Attendant will be given at least 30 days' advance notice unless she/he agrees to a shorter notice.

3. A Flight Attendant who suffers the loss of non-refundable deposits, due to Company deferral of her/his vacation will be reimbursed by the Company for such loss, up to a total of \$2,000.00. No such reimbursement shall be made, however, unless the Flight Attendant notifies the Company of the deposit within seven (7) days of the Flight Attendant receiving notification that her/his vacation is deferred, provides appropriate documentation, (e.g. receipts with timestamps, copy of applicable cancellation policy), and uses her/his best efforts to collect reimbursement of such deposits. The Company shall be entitled to attempt to recover such deposits and the Flight Attendant shall assist with that effort in order to receive reimbursement.

#### H. Vacation Payment Upon Termination

1. A Flight Attendant who leaves the Company either voluntarily or involuntarily will receive full payment for earned and unused vacation.
2. In the event of a Flight Attendant's permanent disability or death, current year accruals will be paid.

**SECTION 9  
SICK LEAVE**

**A. Accrual**

1. A Flight Attendant will accrue sick leave based on the Flight Attendant's hours paid in the preceding bid period.
2. For purposes of this section, a Flight Attendant who receives credit hours in a bid period will accrue sick leave in the following bid period according to the chart below.

Credit Hours	Accrual Per Bid Period
0	0 hours
1 up to 40	3.0 hours
Above 40 to 78	4.0 hours
Above 78	5.0 hours

3. Sick leave will fully accrue no later than the 15<sup>th</sup> day of each bid period for the previous bid period. The Flight Attendant's sick leave accrual bank and sick leave bank usage will be reflected on her/his paycheck stub on the first check of the following bid period and on the Company website. Sick leave bank balances will not be accessible by or visible to any other Flight Attendant.
4. The maximum accrual in the sick leave bank is 640 hours.
5. A Flight Attendant who believes an error has been made in her/his sick leave bank will contact Inflight Management in writing.

**B. Pay and Usage**

1. A Flight Attendant must call Crew Scheduling and specify the day(s) of unavailability, the portion(s) of a trip, and/or the trip(s) that will be missed when she/he is unable to fly or perform duties due to illness or injury. If calling out for a portion(s) of a trip, the trip must transit the domicile at such points the Flight Attendant would be leaving/picking up her/his remaining trip.
2. A Flight Attendant on sick leave for a full bid period due to her/his own personal illness or injury who has not been awarded a line of time may elect to be paid the Minimum Monthly Guarantee, with the appropriate deductions from her/his sick leave bank. Insufficient or fully exhausted sick leave banks will be handled in accordance with 5.c., 5.d., 6.b. and 6.c., below.

3. A Flight Attendant who calls out sick will be paid and credited for the training missed as if she/he had attended the training, unless she/he has an insufficient or fully exhausted sick leave bank. Insufficient or fully exhausted sick leave banks will be handled in accordance with 5.c., 5.d., 6.b. and 6.c., below.
4. A Flight Attendant's sick bank will only be charged for those hours actually paid as a result of the use of sick leave.
5. Lineholder Flight Attendant
  - a. When a Lineholder Flight Attendant misses a flying assignment because of illness or injury, withdrawals from the Lineholder Flight Attendant's sick leave bank will be made to restore the Lineholder Flight Attendant's line value or Minimum Monthly Guarantee, whichever is greater.
  - b. A Lineholder Flight Attendant who is on a RX day and calls out sick because of illness or injury, withdrawals from the sick leave bank will be made to restore the Lineholder Flight Attendant's line value or Minimum Monthly Guarantee, whichever is greater.
  - c. Insufficient Sick Leave
    - i. Any Lineholder Flight Attendant who is unable to work as a result of an illness or injury who does not have sufficient sick leave in her/his bank will be paid and credited using the amount of leave she/he does have and will be placed on unpaid time off (as if she/he dropped the trip) for the remainder of the trip.
    - ii. A Lineholder Flight Attendant (other than a Nap Lineholder Flight Attendant) who calls out sick and who will fall below the Minimum Monthly Guarantee because she/he has insufficient sick leave shall be credited with the amount of sick leave she/he does have and will have her/his Minimum Monthly Guarantee reduced by the number of hours she/he would have needed to cover the trip(s).
    - iii. A Nap Lineholder Flight Attendant who calls out sick and has insufficient sick leave to cover the absence shall be credited with the amount of sick leave she/he does have and will have her/his Minimum Monthly Guarantee reduced by the number of credit hours per full or partial day of duty missed and not covered by sick leave.
  - d. Fully-Exhausted Sick Leave Bank
    - i. A Flight Attendant who is unable to work as a result of an illness or injury who has exhausted her/his sick leave bank shall be transferred to an unpaid status in accordance with C.1., below.

- ii. A Lineholder Flight Attendant (other than a Nap Lineholder Flight Attendant) who calls out sick and who will fall below the Minimum Monthly Guarantee because she/he has no sick leave shall have her/his Minimum Monthly Guarantee reduced by the number of hours she/he would have needed to cover the trip(s).
- iii. A Nap Lineholder who calls out sick and who does not have any sick leave will have her/his Minimum Monthly Guarantee reduced by the number of credit hours per full or partial day of duty missed.
- e. A Lineholder Flight Attendant who calls out sick for an entire bid period and has no sick leave shall have her/his pay and guarantee reduced to zero.

#### 6. Reserve Flight Attendant

- a. A Reserve Flight Attendant who calls out sick for a reserve period, including Airport Ready Reserve or any other reserve assignment will be paid and credited with the prorated Minimum Monthly Guarantee per day missed from her/his sick leave bank. A Reserve Flight Attendant who calls out sick for a portion of the day on which she/he operated a flight will be paid and credited with the prorated Minimum Monthly Guarantee per day missed or the actual block time, whichever is greater.
- b. Insufficient Sick Leave
  - i. A Reserve Flight Attendant who is unable to work as a result of an illness or injury who does not have sufficient sick leave in her/his bank will be paid and credited using the amount of leave she/he does have and will be placed on unpaid time off (as if she/he dropped the reserve days) for the remainder of the reserve days.
  - ii. A Reserve Flight Attendant who calls out sick and does not have enough sick leave bank to cover her/his reserve day(s) shall be credited with the sick leave she/he does have and will have her/his Minimum Monthly Guarantee reduced by the number of hours she/he was deficient to cover the entire amount of reserve day(s) missed.
  - iii. An Airport Ready Reserve Flight Attendant who calls out sick during the course of her/his Airport Ready Reserve shift and does not have enough sick leave bank to cover the remainder of her/his Airport Ready Reserve shift shall be credited with the sick leave she/he does have and will have her/his Minimum Monthly Guarantee reduced by the prorated number of credit hours she/he was deficient to cover the portion of the Airport Ready Reserve shift missed.
- c. Fully-Exhausted Sick Leave Bank

- i. A Flight Attendant who is unable to work as a result of an illness or injury and who has exhausted her/his sick leave bank shall be transferred to an unpaid status in accordance with C.1., below.
    - ii. A Reserve Flight Attendant who calls out sick and does not have any sick leave bank shall not receive any credit for the reserve day(s) and will have her/his Minimum Monthly Guarantee reduced by the number of full or partial day(s) of reserve missed.
    - iii. An Airport Ready Reserve Flight Attendant who calls out sick during the course of her/his Airport Ready Reserve shift and has no sick leave bank to cover the remainder of her/his Airport Ready Reserve shift will have her/his Minimum Monthly Guarantee reduced by the prorated number of credit hours of the scheduled Airport Ready Reserve shift that she/he missed.
  - d. A Reserve Flight Attendant who calls out sick for an entire bid period and has no sick leave shall have her/his pay and guarantee reduced to zero.
7. If a Flight Attendant's spouse or minor child is injured or becomes ill, so that the Flight Attendant is unable to report for work, she/he will be allowed to use sick time for up to six (6) consecutive days (inclusive of days off), once within a rolling 12 month year. A Flight Attendant utilizing this provision must notify scheduling that the sick call is for the care of a spouse or minor child and will subsequently contact Inflight Management via regular email or internal Company email.
8. At the Flight Attendant's written request to Inflight Management, she/he may make up credit lost due to an illness or injury and will not have such hours deducted from her/his bank(s). Such request must be made by the end of the bid month in which the sick call began.
9. Sick Mid-Trip ("SMT")
- a. If a Flight Attendant calls out SMT, she/he will be flown to her/his domicile by the most direct route in accordance with all applicable pass travel policies as soon as possible after she/he is capable of traveling. If the Flight Attendant wishes to travel to her/his home of record, she/he will inform the Company that she/he intends to take an alternate deadhead and will be responsible for securing her/his own transportation. If, at any time, the mainline partner's pass travel policies allow for positive space travel to the Flight Attendant's home, the Flight Attendant may elect such travel to her/his home. The Flight Attendant will not be paid and credited for the deadhead time. If the Flight Attendant calls in SMT while not at the airport, the Company will arrange transportation and cover expenses for that transportation incurred traveling to the airport from that location.
  - b. The Company will provide hotel accommodations and per diem in accordance with Section 5, Travel Expenses, until the Flight Attendant is able to return to domicile.

- c. A Flight Attendant who calls out SMT must get permission from a member of Inflight Management prior to traveling from an outstation and may be required to see a medical professional before returning to her/his domicile. The Company will arrange and reimburse all expenses including any co-pay/out of pocket costs the Flight Attendant may incur for non-emergency/emergency medical care, in addition to any transportation (i.e., ambulance/taxi) incurred traveling to and from a medical professional or hospital.
- d. A Flight Attendant who calls out sick after a trip initiates, will receive sick leave pay for the portion of a trip missed in accordance with 5., and 6., above.

#### 10. Returning Early from Sick Leave

- a. If a Lineholder Flight Attendant becomes available to return to work early from sick leave, she/he will have the option of picking up a trip.
- b. If a Reserve Flight Attendant becomes available to return to work early from sick leave, she/he may request to be returned to her/his originally assigned block of reserve days. Any original reserve shift times will be maintained, regardless of early return from sick leave.

11. A Flight Attendant's payroll deductions will not be discontinued while she/he is on a sick leave as long as she/he has sufficient monies in the paycheck from which deductions would be taken to cover the cost of all such deductions. Payroll deductions taken to satisfy monies owed to the Company will be taken first.

### C. General

#### 1. Exhaustion of Sick Leave Bank

- a. Once a Flight Attendant's sick leave bank has been fully exhausted and she/he does not return to work after 21 calendar days, she/he will be placed on an unpaid status for a period of 10 days and in which she/he will be required to provide medical documentation to the Leave of Absence Department.
- b. Medical documentation referenced above must either:
  - i. Release the Flight Attendant to full duty; or
  - ii. Place the Flight Attendant on a medical leave of absence in compliance with Section 11.D.
- c. A Flight Attendant placed on an unpaid status, per C.1.a., above, pending compliance with Section C.1.b., above, will still be eligible to participate

in the monthly bidding cycle.

- d. The Company will not remove trips from a Flight Attendant's schedule because she/he has exhausted her/his sick leave bank until that Flight Attendant has reached the end of the 21 calendar day period outlined in 9.C.1.a. Nothing herein will prevent the Company from removing trips from a Flight Attendant's schedule for other reasons as already provided for in other Sections of this Agreement.
  - e. Trips removed from a Flight Attendant's schedule pursuant to C.1.a, above, will be placed into unpublished Open Time pending receipt of the medical documentation required in C.1.b., above. If the Flight Attendant is released to full duty, she/he will be returned to her/his next scheduled trip. The Company will provide the ability to view trips in Open Time and unpublished Open Time to the IAM President – Directing General Chairperson or her/his designee.
2. The Company will require a satisfactory verification of an incapacitating illness from a medical professional for all sick calls originating for trips that touch the following time periods:
    - a. July 1<sup>st</sup> through July 7<sup>th</sup> (the week of July 4<sup>th</sup>);
    - b. Thanksgiving day; and
    - c. December 20<sup>th</sup> to January 4<sup>th</sup>.
  3. The Company will give the Flight Attendants at least a 15 day notice prior to the beginning of any of the time periods for which the company will require medical verification as outlined in C.2. above.
  4. Flight Attendants who have not been absent from work for the prior twelve months will not be subject to the medical verification requirement imposed during the time periods listed above.
  5. Nothing in this Agreement will prevent the Company from requiring a Flight Attendant to provide satisfactory verification of an incapacitating illness from a medical professional when circumstances suggest that abuse or misuse of sick leave has occurred.
  6. In the event the Flight Attendant dies while away from her/his domicile on Company business, the Company will return the remains to the Flight Attendant's domicile or alternate on-line city.
  7. For personnel record-keeping and pay purposes, a Flight Attendant shall not be considered to be on sick leave on the day(s) she/he was not scheduled to be available for flight duty.

8. A Flight Attendant on sick leave shall be able to participate in all bidding processes. A Flight Attendant must submit a written request to Inflight Management to utilize her/his pass travel privileges in accordance with all applicable Company and mainline partner pass travel policies for employees on sick leave. Such request will be reviewed by Inflight Management and approved on a case-by-case basis.
9. A Flight Attendant on sick leave who engages in outside employment without receiving prior written permission from the Company may be subject to discipline up to and including termination. Any denial of such permission will include the specific reason for such denial.
10. Only a Flight Attendant may call herself/himself out sick, other than in extreme circumstances (i.e., hospitalization).
11. If a federal, state or local regulation provides for more expansive sick leave benefits, the Company will apply the regulation where applicable (e.g. the Georgia Kin Care Law will apply to flight attendants in Georgia).

## SECTION 10 OJI

Flight Attendants as of DOR who had accrued OJI bank hours will retain but not accrue additional OJI bank hours. For application of OJI bank hours see LOA # 7

- A. A Flight Attendant must report the occurrence of an on-the-job injury/illness (OJI) to Inflight Management as soon as she/he knows or should have known of the injury/illness. The Flight Attendant is responsible for completing all necessary forms as soon as possible.
- B. An approved OJI absence will not be considered an attendance infraction, so long as the Flight Attendant accurately follows the reporting guidelines as outlined in the company policy.
- C. The Company will apply FMLA simultaneously with the OJI leave in accordance with applicable law.
- D. During absences because of OJI, payments made to the Flight Attendant from the Company while the Flight Attendant's OJI status is being investigated may result in an overpayment from the Company which will be deducted from future payments. It is the Flight Attendant's responsibility to notify payroll of receipt of Worker's Compensation payments in order to avoid further overpayments by the Company. The Company will continue to provide the Flight Attendant with repayment options and will in no case require the Flight Attendant to pay back more than \$50.00 per paycheck. If the Flight Attendant leaves the Company prior to full repayment, the full unpaid amount will be deducted from any remaining paychecks.
- E. A Flight Attendant on OJI leave who engages in outside employment without receiving prior written permission from the Company may be subject to discipline up to and including termination.
- F. A Flight Attendant's per diem and lodging provided in Section 5 (Travel Expenses) will be provided until the Flight Attendant returns to her/his domicile if she/he becomes injured while enroute, unless the Flight Attendant is at the place of her/his residence.
- G. If a Flight Attendant has been absent because of OJI for 30 days or more and she/he remains qualified and current, she/he may bid, request transfer or request Job Share for the bid period she/he returns to duty. She/he must first provide written verification from her/his authorized treating physician no later than the 5<sup>th</sup> of the month prior to the bid period. The written verification must indicate that she/he will be able to return by the first day of the upcoming bid period.
- H. If a Company transition duty program is in place at time of ratification of this agreement, the Company will recognize a Union appointed Transitional Duty Committee to meet and confer on the parameters and ongoing operation of that program.
- I. While on OJI, the Flight Attendant will retain and accrue seniority, will retain longevity, and will accrue longevity for the first 24 months of such leave.

## SECTION 11 LEAVES OF ABSENCE

### A. General Rules

1. A Flight Attendant returning from a leave of absence will notify the Inflight Services Department of her/his availability and will be returned to flight status as promptly as possible, including any necessary Human Resources processing, including, but not limited to, any drug and alcohol screening and fingerprinting. The returning Flight Attendant is responsible for learning the time and place of the Human Resources processing necessary. Usually, the drug and alcohol screening and/or fingerprinting process will commence within no more than 7 business days after the effective date of return. However, if due to the Company's action or inaction, the Flight Attendant is not returned to active status for more than 21 days, the Company will begin, on the 22<sup>nd</sup> day, to pay the Flight Attendant their Minimum Monthly Guarantee, prorated per day, for each additional day of delay prior to being returned to active status.
2. A returning Flight Attendant requiring training to bring her/his qualifications current will be assigned to such training at the first available scheduled training session, or at such earlier time as the Company may elect. In no event will the training be scheduled to commence more than 10 business days after the completion of all necessary Human Resources processing. A Flight Attendant who has not remained qualified during her/his leave of absence will be held out of service until requalified. She/he will not be paid until she/he resumes active service. The returning Flight Attendant is responsible for learning the time and place of any training necessary to regain her/his qualifications.
3. Training While on Leave of Absence
  - a. A Flight Attendant who wishes to attend training while on a leave of absence may request to attend any available training sessions to retain or regain her/his qualifications if her/his physical condition permits. If the Flight Attendant's leave is related to her/his medical condition, a Flight Attendant making such a request must provide a statement from her/his medical doctor verifying that she/he is physically fit to participate in training.
  - b. A Flight Attendant will be solely responsible for all costs associated with attending training while on a leave of absence. Flight Attendants must request permission to utilize pass travel while on leave of absence to attend training. Such pass travel must be approved in writing by Inflight Management.
  - c. The day(s) that a Flight Attendant is in training by her/his choice will not constitute a return to active status and will not be paid until she/he returns to active status and completes a pay claim.
4. Subject to successful completion of Human Resources processing, the Flight

Attendant will be returned to the payroll on the first date she/he attends her/his assigned training class, or if no training is required, on the effective date of return stated in the Flight Attendant's return to work notice.

5. A Flight Attendant on leave of absence, furlough, or non-pay status will retain, accrue, and/or utilize, for pay and benefit purposes, her/his seniority, longevity, sick, OJI, vacation, and group insurance as indicated in this Section.
6. A Flight Attendant on leave of absence will return to the domicile where she/he was based when the leave began. If during a leave the Flight Attendant's domicile closes and/or there is a reduction at the domicile, she/he will be awarded or assigned a new domicile in accordance with Section 12 – Furlough, Displacement, and Recall and Section 13 – Filling of Vacancies.
7. A Flight Attendant who engages in outside employment while on a leave of absence will be subject to discharge unless she/he has received prior written permission. Any denial of such permission will include the specific reason for such denial.
8. Unless specifically stated to the contrary, all leaves of absence will be without pay.
9. A Flight Attendant must maintain and provide the Company with a current address, telephone number, and emergency contact telephone number during any and all leaves of absence.
10. The Company will provide the Flight Attendant all necessary contact information pertaining to the specific leave.
11. The Flight Attendant will retain full access to the Company website while out on a leave of absence.
12. If different types of leaves are taken consecutively, the Flight Attendant will accrue in accordance with the first leave taken only. She/he will thereafter accrue seniority only.
13. Any Flight Attendant who is on a leave of absence or unpaid status that results in the loss of medical benefits under this agreement will have those benefits restored the first day of the following month after she/he returns to active status, if she/he so elects.
14. If it becomes necessary to cancel a leave or leaves due to operational requirements, the Company will first attempt to meet its operational requirements through voluntary leave cancellations at the affected domicile. The Union will be notified of the need for leave cancellations. If an insufficient number of Flight Attendants volunteer to cancel their leaves, the Company may cancel leaves at that domicile in inverse order of seniority.
15. One or more leaves may be withdrawn by the Company within 72 hours after

posting if awarded due to administrative error. In this case, the Company will notify the Flight Attendants affected by the change.

16. A Flight Attendant granted a leave of absence in excess of 30 days may be required to turn in any Company items (I.D. badge, manual, etc.).

#### B. Time Off Without Pay (TOWOP)

1. When the Company foresees the possibility of furloughs or at any other time when the Company sees fit, it may offer time off without pay (TOWOP).
2. TOWOP shall be offered in seniority order within the domicile where such furloughs would otherwise be necessary. When TOWOP is granted, it will be on a seniority basis.
3. TOWOP is time off without pay. When TOWOP is offered, it will be communicated electronically through the Company's website. Flight Attendants will be afforded at least 72 hours, if practicable, after communication to submit a request in the format designated by the Company. The Company will post the names of Flight Attendants granted TOWOP electronically within 3 business days of closing.
4. While on TOWOP, the Flight Attendant will retain and accrue seniority and longevity.
5. While on TOWOP, the Flight Attendant will retain sick leave and vacation for the duration of the TOWOP. The Flight Attendant will accrue sick leave and vacation based on MMG for the first bid period of the TOWOP taken within that calendar year.
6. While on TOWOP, a Flight Attendant will retain their current health benefits for the first thirty (30) days of TOWOP in each calendar year provided they pay their active rates. A Flight Attendant may then pay COBRA rates for any additional TOWOP beyond the first thirty (30) days of TOWOP taken in that same calendar year.
7. If the Company decides to grant additional TOWOPs after the publication of the final award of TOWOPs, the Company will return to the list of Flight Attendants who bid for and were not awarded TOWOP and will grant those requests in seniority order. If the Company can still grant additional TOWOPs after all such bids requests have been granted, the Company will open a new bid.
8. The Company retains the sole discretion as to the specific number of TOWOP days to be granted/taken.
9. The Company will notify the Union of the number of projected TOWOP positions and the projected duration of such positions prior to offering TOWOP. If such projections could change, the Company will, upon written request from the Union, provide the reason for such change.

10. A Flight Attendant returning from TOWOP will not be compensated for training necessary to become re-qualified except for recurrent training and new aircraft/operating procedure training.
11. Flight Attendants on TOWOP will retain pass travel privileges in accordance with all applicable pass travel policies. Such pass travel must be approved in writing by Inflight Management.

### C. Personal Leave of Absence

1. A request for a personal leave, early return from an existing leave, or an extension of an existing personal leave will be submitted electronically via the Company's computer system.
  - a. Such request will state:
    - i. Reason(s) for such leave, extension, or early return;
    - ii. Requested starting date, if a new leave; and
    - iii. Requested end date of the leave, extension, or early return.
  - b. The response to the request shall be sent electronically via the Company's computer system. Such response will occur within 10 days of receipt of the written request.
2. A Flight Attendant may be granted a personal leave, early return from an existing personal leave, or an extension of an existing personal leave at Company discretion. A personal leave may be granted for a continuous period, which may be renewed at the Company's discretion with a 30 day notice, if possible, in accordance with the above procedures.
3. While on a personal leave, the Flight Attendant will retain and accrue seniority and will retain longevity and accrue longevity for the first 45 days of the leave.
4. While on a personal leave, the Flight Attendant will retain but not accrue sick leave or vacation for the duration of the personal leave. A Flight Attendant approved for a personal leave after the start of the bid month will receive sick leave accrual based on Section 9.A.2 and vacation per Section 8.B.3. for that month.
5. While on personal leave, the Flight Attendant will retain medical benefits at her/his active rates until the last day of the month in which the leave began. At that point, the Flight Attendants will be responsible for COBRA rates to continue medical benefits per applicable laws.
6. A Flight Attendant returning from a personal leave will not be compensated for training necessary to become re-qualified except for recurrent training and new

aircraft/operating procedure training.

7. A Flight Attendant whose last trip of the bid period extends into the bid period in which the leave begins may be required to complete the trip if there is insufficient reserve coverage during the first 3 days of the new bid period.
8. Flight Attendants on personal leave will retain pass travel privileges if mainline pass travel policies permit. Such pass travel must be approved in writing by Inflight Management.

#### D. Medical Leaves of Absence (MLOA)

1. A Flight Attendant certified by a physician as unable to perform her/his duties due to illness or non-occupational injury may utilize their sick leave bank in accordance with Section 9. A Flight Attendant certified by a physician as unable to perform her/his duties due to illness or non-occupational injury, and who has exhausted their sick leave bank (and vacation, if she/he so elects), will be placed on an unpaid medical leave of absence (MLOA) in accordance with Section 9.
2. A Flight Attendant on an MLOA will not receive an attendance occurrence for such leave in the event that such Flight Attendant:
  - a. has applied and been approved for FMLA that coincides with the start date of the MLOA; or
  - b. the MLOA follows FMLA covered sick time and the MLOA is covered by FMLA.
3. A Flight Attendant on an MLOA that follows a sick call will not receive more than one attendance occurrence provided the Flight Attendant does not return to work between such sick call and the MLOA.
4. The Company will provide such Flight Attendant electronic written notice of the leave, including the proposed length, which shall be consistent with the physician's certification but not to exceed a total continuous period of 4 years, or the Flight Attendant's total length of active service if that is less than 4 years.
5. For purposes of this paragraph, a "continuous period" is any period that does not include at least six (6) months uninterrupted active service. A return to active service of less than six (6) months does not reset the Flight Attendant's eligibility for a subsequent MLOA of up to another continuous period of four (4) years; whereas, a return to service for at least a six (6) month uninterrupted period resets her/his eligibility for a subsequent medical leave of up to a continuous period of four (4) years. If the Flight Attendant has a medical related absence more than six (6) continuous workdays during the six (6) month period, it shall be considered a break in active service for the purposes of this paragraph.

*Example 1: A Flight Attendant with 4 years seniority who has returned from a 4-year MLOA on 1/16/19 and calls out sick for a four (4) day trip on 2/1/19, has*

*two (2) days off and then calls out sick for a three (3) day trip on 2/7/19 would reset their six (6) month period for a subsequent MLOA and would not be eligible for another MLOA until she/he completed the six (6) month period of uninterrupted service.*

*Example 2: A Flight Attendant with 4 years seniority who has returned from a 2-year MLOA on 1/6/19 and calls out sick for a four (4) day trip on 2/1/19, has two (2) days off and then calls out sick for a three (3) day trip on 2/7/19 would reset their six (6) month period for a subsequent MLOA and would only be eligible for a two (2) year MLOA until she/he completed the six (6) month period of uninterrupted service.*

*Example 3: A Flight Attendant with 4 years seniority who has returned from a 4-year MLOA on 1/16/19 and calls out sick for a four (4) day trip on 2/1/19, has two (2) days off, calls out sick for a two (2) day trip on 2/7/19 and then returns to work would not reset their six (6) month period for a subsequent MLOA and would be eligible for another MLOA once she/he completed the six (6) month period of uninterrupted service.*

6. At the end of the maximum period, the Flight Attendant will be terminated and removed from the System Seniority List.
7. While on MLOA, the Flight Attendant will retain and accrue seniority and will retain longevity and will accrue longevity for the first 24 months of such leave.
8. While on a paid status, the Flight Attendant will retain and accrue sick leave and vacation until that Flight Attendant has exhausted her/his sick leave bank or vacation, if she/he so elects. Once the Flight Attendant has exhausted her/his sick leave bank or vacation, the Flight Attendant will be placed on a MLOA and will retain but not accrue sick leave and/or vacation for the duration of the MLOA. A Flight Attendant who transitions from paid status to a MLOA will receive sick leave accrual per Section 9.A.2. and vacation per Section 8.B.3. for that month.
9. While on a paid status, a Flight Attendant will retain medical benefits at her/his active rates until that Flight Attendant has exhausted her/his sick leave bank or vacation, if she/he so elects. Once the sick leave bank or vacation, is exhausted the Flight Attendant will be placed on an MLOA and will retain medical benefits provided they pay their active rates for an additional six (6) months of an MLOA provided that she/he pays her/his monthly insurance premiums. Following those six (6) months, the Flight Attendant will be responsible for paying COBRA rates to continue medical benefits, per applicable law.
10. A Flight Attendant returning to duty must provide a statement from her/his medical doctor verifying that she/he is physically fit to perform her/his duties.
11. These provisions are subject to the Company's right to require a medical examination under Section 16.
12. A Flight Attendant returning from MLOA will be compensated for training

necessary to become re-qualified, including recurrent training and new aircraft/operating procedure training. In the event that such a Flight Attendant must attend initial training, she/he will be paid her/his Minimum Monthly Guarantee. If the duration of initial training is less than one bid period, her/his Minimum Monthly Guarantee will be prorated accordingly.

13. Flight Attendants on MLOA will retain pass travel privileges if mainline pass travel policies permit. Such pass travel must be approved in writing by Inflight Management.

#### E. Maternity Leave of Absence

1. Maternity and other pregnancy-related conditions will be treated like any other disability in accordance with Company policies and procedures.
  - a. A Flight Attendant may continue to fly through her pregnancy provided she is fit to perform her duties. When she is no longer fit to perform her duties, she will then be placed on a medical leave of absence and will be paid from her sick bank until her sick bank has been depleted.
  - b. A Flight Attendant will notify the Leave of Absence Department of the date of delivery no later than 30 days after the delivery date.
  - c. Following delivery, a Flight Attendant will be placed on a maternity leave of absence. A Flight Attendant on a maternity leave of absence will be eligible for sick leave benefits until 8 weeks following the date of delivery, and thereafter, with verification from her medical doctor that she is unable to fly, until she is no longer medically disabled.
  - d. A Flight Attendant returning to duty must provide a statement from her medical doctor verifying that she is physically fit to perform her duties.
  - e. A Flight Attendant on maternity leave may extend her leave up to 6 months, at her option, following her pregnancy.
  - f. If the Flight Attendant needs additional time, it shall be requested on a bid period to bid period basis. Such leave requests shall be granted in seniority order prior to the granting of any TOWOPs, personal leaves, or educational leaves by domicile if the needs of the service will allow.
2. A Flight Attendant on maternity leave will retain and accrue seniority. A Flight Attendant on maternity leave will retain longevity and accrue longevity for the first 90 days of such leave.
3. While on maternity leave, the Flight Attendant will retain and accrue sick leave and vacation until that Flight Attendant has exhausted her/his sick leave bank or vacation, if she so elects. Once the sick leave bank or vacation, has been exhausted, the Flight Attendant will retain but not accrue sick leave or vacation for the duration of the unpaid maternity leave. A Flight Attendant who transitions

from paid status to unpaid maternity leave will receive sick leave accrual based on Section 9.A.2 and vacation per Section 8.B.3., for that month.

4. While on a maternity leave, the Flight Attendant will retain medical benefits at her active rates until that Flight Attendant has exhausted her sick leave bank or vacation, if she so elects. Once the sick leave bank or vacation, has been exhausted a Flight Attendant on a maternity leave will be able to retain medical benefits at active rates for the first ninety (90) days of the unpaid maternity leave, provided that she pays her monthly insurance premiums. A Flight Attendant would not be eligible for medical benefits at active rates if she was approved for additional time per E.1.e., above, at that point, the Flight Attendant will be responsible for paying COBRA rates to continue medical benefits in accordance with applicable law.
5. These provisions are subject to the Company's right to require a medical examination under Section 16.
6. Maternity leave for Flight Attendants will be handled in accordance with applicable law, except as otherwise provided for in this Section.
7. A Flight Attendant returning from maternity leave will be compensated for training necessary to become re-qualified, including recurrent training and new aircraft/operating procedure training. In the event that such a Flight Attendant must attend initial training, she will be paid her Minimum Monthly Guarantee. If the duration of initial training is less than one bid period, her Minimum Monthly Guarantee will be prorated accordingly.
8. Flight Attendants on maternity leave will retain pass travel privileges if mainline pass travel policies permit. Such pass travel must be approved in writing by Inflight Management.

#### F. Family/Medical Leave (FMLA)

1. The Family and Medical Leave Act (FMLA) does not provide for a separate and independent leave of absence, but merely provides job protection for qualified applicants who are approved. FMLA must be used in conjunction with qualifying sick absences for the Flight Attendant and/or for qualifying immediate family members, medical leaves, maternity leaves, and/or occupational injury leaves.
2. For purposes of FMLA, a Flight Attendant's immediate family includes the following:
  - a. A spouse (husband or wife, as the case may be);
  - b. A domestic partner;
  - c. A parent (biological parent of the employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter); and

- d. A son or daughter (biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who 1) is under 18 years of age or 2) to 18 years of age or older and incapable of self-care because of a mental or physical disability).
3. Eligibility and application procedures for FMLA will be determined in accordance with applicable law. An FMLA request will be granted in accordance with applicable law, except as otherwise provided for in this Section.
4. A Flight Attendant may use up to 90 days FMLA in a rolling 12-month period taken either as a block or intermittently.
5. While on FMLA, the Flight Attendant will retain and accrue seniority and longevity in accordance with the applicable leave the Flight Attendant is utilizing in conjunction with their FMLA.
6. While on FMLA, the Flight Attendant will retain and accrue all other benefits (including, vacation, sick, etc.) in accordance with the applicable leave the Flight Attendant is utilizing in conjunction with their FMLA.
7. Flight Attendants on FMLA will retain pass travel privileges if mainline pass travel policies permit and in accordance with the applicable leave the Flight Attendant is utilizing in conjunction with their FMLA. Such pass travel must be approved in writing by Inflight Management.
8. Nothing in this Agreement shall preclude a Flight Attendant from applying for FMLA (a) before the birth of a child for prenatal care if her condition makes her unable to work, or (b) before the actual placement or adoption of a child if an absence from work is required for the placement, adoption, or foster care placement to proceed.
9. FMLA covered leave is not subject to operational requirements. However, if foreseeable, the Flight Attendant must make a reasonable effort to schedule the FMLA covered absence or leave of absence (whether sick, OJI, medical, maternity, or personal) as far in advance as possible and utilizing days free from duty, wherever possible, so as not to disrupt Company operations unnecessarily.
10. A Flight Attendants attendance record will be notated for an approved FMLA covered leave in accordance with applicable law. Approved FMLA absences will not be considered an attendance infraction, so long as the Flight Attendant accurately follows reporting guidelines as outlined in Company policy.
11. The Company will comply with the Family and Medical Leave Act. Procedures and remedies for claimed violations of the Act will be limited to those provided by that Act.

## G. Military Leave of Absence

1. A Flight Attendant who has entered the Armed Services of the United States or any of the military reserves for active duty, mandatory training, or service will be granted a military leave of absence without pay for the duration of such training or service in accordance with the provisions of applicable federal law. A Flight Attendant on military leave will retain and accrue seniority and longevity. Military leave for Flight Attendants will be handled in accordance with applicable law, except as otherwise provided for in this Section.
2. The request for this leave must be submitted in writing to Inflight Management as far in advance as possible.
3. A Flight Attendant returning from military leave will be compensated for training necessary to become re-qualified, including recurrent training and new aircraft/operating procedure training. In the event that such a Flight Attendant must attend initial training, she/he will be paid her/his Minimum Monthly Guarantee. If the duration of initial training is less than one bid period, her/his Minimum Monthly Guarantee will be prorated accordingly.
4. The duration of the leave, including reserve duty, and the Flight Attendant's reemployment rights will be governed by applicable law.
5. While on military leave, the Flight Attendant will retain sick leave and vacation in accordance with applicable law.
6. Flight Attendants on military leave will retain pass travel privileges if mainline pass travel policies permit.
7. While on Military Leave, the Flight Attendant will retain medical benefits at her/his active rates in accordance with applicable law.

## H. Educational Leave of Absence

1. A Flight Attendant may be granted an educational leave of absence for a period equal to the enrollment (i.e., a semester, a quarter, or a trimester), with the written authorization from the Company. At the end of the leave, she/he may apply for an extension of the educational leave. The approval of such requests will be subject to operational requirements.
2. A request for an educational leave, early return from an existing educational leave, or an extension of an existing educational leave will be submitted electronically via the Company's computer system.
  - a. Such request will state:
    - i. Reason(s) for such leave, extension, or early return;
    - ii. Requested starting date, if a new leave; and

- iii. Requested end date of the leave, extension, or early return.
  - b. The response to the request shall be sent electronically via the Company's computer system. Such response will occur within 10 days of receipt of the written request.
3. A Flight Attendant may be granted an early return from an existing educational leave or an extension of an existing educational leave at Company discretion. An educational leave may be granted for a continuous period, which may be renewed at the Company's discretion with a 30-day notice, if possible, in accordance with the above procedures.
4. While on an educational leave, the Flight Attendant will retain and accrue seniority and will retain longevity and accrue longevity for the first 45 days of the leave.
5. While on an educational leave, the Flight Attendant will retain sick leave bank and vacation for the duration of the educational leave. A Flight Attendant approved for an educational leave after the start of the bid month will receive sick leave accrual based on Section 9.A.2. and vacation per Section 8.B.3. for that month.
6. While on an educational leave, a Flight Attendant will retain medical benefits at her/his active rates until the last day of ~~for~~ the month in which the leave began. At that point, the Flight Attendants will be responsible for paying COBRA rates to continue medical benefits per applicable law.
7. A Flight Attendant returning from an educational leave will not be compensated for training necessary to become re-qualified except for recurrent training and new aircraft/operating procedure training.
8. A Flight Attendant whose last trip of the bid period extends into the bid period in which the leave begins may be required to complete the trip if there is insufficient reserve coverage during the first 3 days of the new bid period.
9. Flight Attendants on educational leave will retain pass travel privileges if mainline pass travel policies permit. Such pass travel must be approved in writing by Inflight Management.
10. The Flight Attendant is responsible for submitting verification of her/his using the leave for educational purposes.
11. Educational leaves of absence will be granted in seniority order.

#### I. Bereavement/Funeral Leave of Absence

1. In the case of death in the immediate family (defined for purposes of this provision as the Flight Attendant's spouse, domestic partner, child, stepchild,

legal dependent, parent, step-parent, legal guardian (in lieu of parent), grandparent, sibling, spouse's parent, or grandchild), a Flight Attendant shall be allowed time off for a period not to exceed 3 consecutive days, inclusive of days off. The 3 consecutive days shall be either:

- a. The 3 consecutive days immediately following notification of death;
- b. 3 consecutive days, one of which is the date of the funeral or memorial; or
- c. 3 other consecutive days as may be mutually agreed upon.

During the bereavement leave, the Flight Attendant shall be paid and credited for trip(s) missed or, in the case of a Reserve Flight Attendant, she/he will be credited 3.9 hours per day.

2. A Flight Attendant may extend their bereavement leave for up to 3 additional consecutive calendar days. Such days will be unpaid.
3. A Flight Attendant may request unpaid time off to attend the funeral of a person not listed above. Such request will be considered and granted or denied based on operational needs as determined by the Company.
4. In order to obtain bereavement leave, a Flight Attendant must notify their Inflight Management, as soon as possible after learning of the death. Additional time requested for leave will be handled in accordance with paragraph C. of this Section, and such requests may be made concurrent with the bereavement leave request.
5. While on bereavement leave, the Flight Attendant will retain and accrue seniority and longevity.
6. While on bereavement leave, the Flight Attendant will retain and accrue sick bank and vacation for the duration of the leave in accordance with this agreement.
7. While on bereavement leave, the Flight Attendant will retain medical benefits at active rates.
8. The Company may grant the Flight Attendant additional unpaid days off to accommodate travel to and from a funeral or memorial. Such permission will not be unreasonably withheld. Flight Attendants on bereavement leave will retain pass travel privileges if mainline pass travel policies permit. Such pass travel must be approved in writing by Inflight Management.
9. A Flight Attendant may be paid out of vacation remaining in the current year for any unpaid bereavement/funeral leave granted. Vacation may be used only in blocks of 7 days, or in a smaller block if the Flight Attendant has no 7 day blocks remaining, to a maximum of 14 additional days.

## J. Emergency Leave of Absence

1. When a Flight Attendant or their immediate family suffers a serious emergency, the Company will review the request for an emergency leave. If approved, the Company will use its best efforts to return the Flight Attendant to her/his domicile and remove the Flight Attendant from the balance of her/his trip. The Flight Attendant is responsible for submitting verification of her/his use of the leave for this purpose.
2. A Flight Attendant may request such emergency leave without pay by submitting a written request to her/his Inflight Management.
3. A Flight Attendant may be granted an emergency leave, early return from an existing emergency leave, or an extension of an existing emergency leave at Company discretion. An emergency leave maybe granted for a continuous period, which may be renewed at the Company's discretion with a 30 day notice, if possible, in accordance with the above procedures.
4. While on emergency leave, the Flight Attendant will retain and accrue seniority and longevity.
5. While on an emergency leave, the Flight Attendant will retain but not accrue sick leave or vacation for the duration of the emergency leave. A Flight Attendant approved for an emergency leave after the start of the bid month will receive sick leave accrual based on Section 9.A.2 and vacation per Section 8. B.3. for that month.
6. While on emergency leave, the Flight Attendant will retain medical benefits at her/his active rates until the last day of the month in which the leave began. At that point, the Flight Attendant will be responsible for paying COBRA rates to continue medical benefits per applicable law.
7. A Flight Attendant on emergency leave may elect to receive vacation in lieu of taking vacation block(s) remaining in the year. Vacation will occur only in block(s) of 7 days or in a smaller block if the Flight Attendant has no 7 day blocks remaining.
8. Flight Attendants on emergency leave will retain pass travel privileges if mainline pass travel policies permit. Such pass travel must be approved in writing by Inflight Management

## K. Jury Duty/Witness Leave of Absence

1. Court Appearances
  - a. When a Flight Attendant receives notice of a court hearing or a judicial proceeding at which their presence is required, she/he will notify her/his Inflight Management as far as possible in advance of the scheduled court hearing or judicial proceeding.

- b. Such Flight Attendant will be excused from regular duties without pay on days when she/he is required to be present for a court hearing or judicial proceeding.
- c. A reasonable amount of time for the Flight Attendant to return to her/his home prior to such court hearing or judicial proceeding and to report to her/his domicile at the conclusion of such service shall be allowed.
- d. Inflight Management will be notified immediately after release from such court hearing or judicial proceeding so that the Flight Attendant may return to her/his flight schedule as soon as reasonably possible.

## 2. Jury Duty

- a. When a Flight Attendant receives notice of jury duty, she/he will notify her/his Inflight Management as far as possible in advance of the scheduled jury duty.
- b. A Flight Attendant will be excused from regular duties on days when she/he is required to be present for jury duty.
- c. A reasonable amount of time for the Flight Attendant to return to her/his home prior to such service and to report to her/his domicile at the conclusion of such service shall be allowed.
- d. Inflight Management will be notified immediately after release from jury duty so that the Flight Attendant may return to the flight schedule as soon as reasonably possible.
- e. A Flight Attendant will be credited for trip(s) missed or, in the case of a Reserve, credit as established in Section 3.

## 3. Witness Leave

- a. A Flight Attendant who appears as a witness at the request of the Company, or, when appearance is in response to a subpoena directly related to Company business (this includes, for example, litigation between the Company and an employee(s) in which the Company is a defendant or litigation pertaining to the Company's business as an air carrier) or as a subpoenaed witness in litigation brought by federal, state, or local government, provided such litigation is not brought by or on behalf of the Flight Attendant will be excused from regular duties on days when she/he is required to be present. A Flight Attendant will provide her/his Inflight Management with a copy of the subpoena promptly upon receipt.
- b. A Flight Attendant will be credited for trip(s) missed or, in the case of a Reserve, credit as established in Section 3.

- c. A Flight Attendant who appears in accordance with 3.a., above, on a day off will be paid and credited as established in Section 3.

#### 4. General

- a. If a Flight Attendant has 5 or more consecutive days of jury duty or obligation to testify for the Company, or a combination of 5 or more consecutive days of such duty and flight duty, she/he shall receive a period of 2 days free from duty with no loss of pay for trips for Lineholder Flight Attendants and with no reduction in guarantee for reserve Flight Attendants. Such Flight Attendant shall not be subject to reassignment on those 2 days free from duty.
- b. The Flight Attendant shall provide the Company, upon request, with reasonable documentation regarding the identification of days spent on jury duty/witness leave.
- c. These provisions will not apply to witnesses in System Board or arbitration proceedings.
- d. While on jury duty/witness leave, the Flight Attendant will retain and accrue seniority and longevity.
- e. While on jury duty /witness leave, the Flight Attendant will retain and accrue sick bank and vacation for the duration of the leave in accordance with this Agreement.
- f. While on jury duty /witness leave, the Flight Attendant will retain medical benefits at active rates.
- g. Flight Attendants on jury duty /witness leave will retain pass travel privileges if mainline pass travel policies permit. Such pass travel must be approved in writing by Inflight Management.

**SECTION 12**  
**FURLOUGH, DISPLACEMENT, AND RECALL**

A. Furlough

1. When a furlough becomes necessary, the Company shall initially offer Flight Attendants the opportunity for a voluntary furlough in order of seniority at the domicile where the furlough is necessary.
2. In the event voluntary furloughs do not satisfy the need for reduction, Flight Attendants shall be furloughed involuntarily in inverse seniority order at the domicile where the furlough is necessary. Inactive Flight Attendants are subject to furlough or displacement based on inverse seniority order.
3. A Flight Attendant who is furloughed involuntarily may displace the most junior Flight Attendant in any domicile provided she/he is senior on the System Seniority List to such Flight Attendant.
4. A Flight Attendant to be furloughed or displaced shall be notified in writing at their last filed address by certified mail and via Company computer system. A Flight Attendant shall be given 30 days notice of furlough, or pay in lieu thereof, except in cases of emergency or other causes beyond the control of the Company, such as a work stoppage or grounding of aircraft.
  - a. The notice must include the following:
    - i. The approximate number of Flight Attendants to be furloughed or reduced;
    - ii. The name and seniority of each Flight Attendant in the domicile who may be subject to furlough or displacement;
    - iii. Location of anticipated system permanent vacancies;
    - iv. Location of the most junior Flight Attendants in the system in the case of a furlough or domicile closure.
  - b. Pay in lieu of notice will be paid at the Flight Attendant's Minimum Monthly Guarantee, or prorated portion thereof, and will be offset by any other wages earned in any Company position. A Flight Attendant who is inactive on the day prior to the commencement of pay in lieu of notice will not be entitled to any pay in lieu of notice. However, if such Flight Attendant was already scheduled to return to active service prior to the date of notice, such Flight Attendant would only receive furlough pay from the date she/he was scheduled to return to active service.

B. Displacement

1. Flight Attendants will be displaced from their domicile in inverse order of domicile seniority.
2. A Flight Attendant being displaced will normally be given at least 21 days notice of a requirement to report to a new domicile, but no less than 14 days notice.

C. Recall

1. A Flight Attendant shall be recalled in order of seniority, provided that at the end of 5 years from the date of furlough, a Flight Attendant who has not been recalled shall forfeit her/his seniority and shall not be entitled to recall. Such Flight Attendant will be removed from the System Seniority List and will be administratively terminated.
2. Bypass
  - a. A Flight Attendant may elect to extend her/his furlough in lieu of return to duty after recall as long as there is a more junior Flight Attendant on furlough.
  - b. A Flight Attendant who so voluntarily extends her/his furlough shall not be considered to have declined recall for purposes of this Section.
3. Notice of Recall
  - a. A Flight Attendant will be notified of her/his recall by the Company in writing at their last filed address by certified mail and email via last filed email address. The recall notice will include instructions for the Flight Attendant to respond to the recall notice.
  - b. If the Flight Attendant has not accepted/bypassed the recall within 10 days from the notice, the Flight Attendant will be deemed to have declined recall. Such Flight Attendant will be removed from the System Seniority List and will be administratively terminated.
  - c. Unless otherwise extended by the Company, the Flight Attendant must report to work at a date specified by the Company but no earlier than 14 days after notifying the Company of her/his intent to return to service, although a Flight Attendant and the Company may agree upon an earlier report date.
4. A Flight Attendant accepting recall shall receive no less pay than the Minimum Monthly Guarantee prorated for any portion of the month worked.

D. General

1. To maintain eligibility for recall, a Flight Attendant furloughed by the Company shall file proper mailing address, email address, and telephone number(s) with the Inflight Management at the time of furlough. Any change in such information shall be supplied promptly in writing via email to Inflight Management.
2. A Flight Attendant who is furloughed and subsequently recalled shall retain and accrue seniority, and shall retain but not accrue longevity, during the furlough.
3. When a Flight Attendant is furloughed she/he will be paid for vacation days accrued in the prior year and not taken in the current year. Such vacation shall be paid at the Flight Attendant's current rate of pay at the time of payment. Unless she/he returns from furlough in the same calendar year in which she/he was furloughed, when a Flight Attendant returns from furlough, she/he may elect to be paid for the vacation days she/he accrued in the year in which she/he was furloughed, or to take an available vacation period in the calendar year in which she/he returns.
4. The Company shall pay all group insurance premiums for voluntarily and involuntarily furloughed Flight Attendants for 30 days after notification of furlough, after which time the Flight Attendant has the option to pay her/his group insurance premium according to the provisions of applicable federal and state statutes. In order to continue insurance for the first 30 days after notice of furlough as provided in this Section, the Flight Attendant must pay the premium contribution required of her/him during active employment. If the Company does not provide at least 30 days notice of furlough, it will pay group insurance premiums as if the Flight Attendant were active for 30 days after the furlough commences.
5. When it is determined that a domicile reduction, furlough, or recall is necessary, the Company will notify the Union before it notifies the affected Flight Attendants.

**SECTION 13**  
**FILLING OF VACANCIES**

- A. Permanent Vacancies/Domicile Transfers
1. A Flight Attendant who wishes to transfer to a different domicile must submit a request on the online form provided by the Company.
  2. A permanent vacancy/domicile transfer will only be granted for complete bid periods.
  3. A permanent vacancy/domicile transfer will be granted in seniority order from among eligible Flight Attendants with a transfer request on file.
  4. A transfer request will remain on file until granted, replaced, or withdrawn. A Flight Attendant may replace or withdraw a transfer request except when transfer requests are frozen for award. The Company will notify Flight Attendants at least 15 calendar days prior to freezing transfer requests.
  5. A Flight Attendant awarded or assigned to fill a permanent vacancy that requires moving from one domicile to another shall be notified of a transfer award prior to the opening of monthly schedule bidding, no less than 14 calendar days notice from the date the permanent vacancy commences.
  6. Reporting to Awarded or Assigned Permanent Vacancy
    - a. After notification, a Flight Attendant shall have at least 4 consecutive days free of duty in the affected bid period or the bid period prior to the effective date for travel and relocation time. The days off may be included in the minimum monthly days off.
    - b. The Flight Attendant's Minimum Monthly Guarantee will not be adjusted as a result of taking such days off.
    - c. The Flight Attendant will not be compensated for missed assignments above Minimum Monthly Guarantee.
    - d. Unless otherwise notified by the Company, a Flight Attendant will complete a transition assignment prior to reporting to a permanent vacancy.
    - e. It is the Flight Attendant's responsibility to be available at their new domicile from the first day of her/his report date regardless of whether or not the Flight Attendant has actually relocated.

- f. In the event that a Flight Attendant has less than 24 hours free of duty prior to reporting to an awarded new domicile, the Flight Attendant may request that the trip or portion(s) of a trip that conflict with such 24 hour period be dropped on an unpaid basis.
7. When a Flight Attendant is awarded a permanent vacancy, she/he will not be eligible to transfer to another domicile for 6 months from the date of the transfer, unless furloughed, displaced, or her/his domicile closes. The Company may, at their discretion, waive this limitation on a system wide basis.
8. A hardship transfer may be awarded by mutual agreement between the Company or her/his designee and the IAM President Directing General Chairperson or her/his designee.
9. A permanent vacancy will be filled in the following order if there are no bids or there are insufficient bids to fill the vacancies:
  - a. A newly hired Flight Attendant, if any;
  - b. The most junior Flight Attendant in a domicile where a surplus of Flight Attendants exists.

B. Temporary Vacancies

1. A temporary vacancy is a vacancy that will not exceed 90 days.
2. The Company will post a notice to fill a temporary vacancy via the Company's computer system. The notice will include the following:
  - a. the anticipated number of vacancies by domicile;
  - b. the anticipated effective date(s);
  - c. the closing date for bidding, which will not be less than 10 days from the posting date; and
  - d. the domicile(s) from which bids will be accepted.
3. All temporary vacancies will be awarded in seniority order from among eligible Flight Attendants. A.7. above and D.3. below, will not apply to temporary vacancies.
4. At the conclusion of any temporary assignment, a Flight Attendant will be allowed to resume her/his position at her/his base.
5. A Flight Attendant filling a temporary vacancy will be provided:
  - a. Deadhead transportation from her/his domicile to the location of the temporary

vacancy at the beginning of the temporary vacancy and from the location of the temporary vacancy to her/his domicile at the end of the temporary vacancy in accordance with all applicable pass travel policies. Pay for deadhead travel between the Flight Attendant's permanent domicile and temporary vacancy pay will be handled in accordance with Section 3;

- b. In lieu of the deadhead in a., above, a Flight Attendant who requests to utilize her/his vehicle to travel from her/his domicile to a temporary vacancy shall be reimbursed the current IRS standard business mileage rate, for mileage to the temporary vacancy at the start of the temporary vacancy and back to her/his domicile at the end of the temporary vacancy;
  - c. Lodging at the location of the temporary vacancy to accommodate the Flight Attendant for the duration of the temporary vacancy; and
  - d. Lodging will include transportation to and from the airport and access to an in-room microwave and refrigerator;
  - e. Per diem from the time that the Flight Attendant reports for duty at her/his permanent domicile for travel to the temporary domicile until she/he is released from duty at her/his permanent domicile.
6. Procedures for Filling a Temporary Vacancy if there are no bids or there are insufficient bids received from an eligible domicile(s):
- a. The most junior Flight Attendant from the eligible domicile(s) with a surplus of Flight Attendants will be assigned to fill the remaining temporary vacancies.
  - b. If there are no domiciles with a surplus of Flight Attendants, the Company will post the notice of temporary vacancies in all domiciles. The vacancy will be awarded in system seniority order. If there are no bids, or there are insufficient bids received, the most junior Flight Attendants in the system will be assigned to fill the remaining temporary vacancies.
  - c. If there is less than 30 days to utilize the procedures in 6.a. and 6.b. above, above, the vacancies will be filled by assignment to the most junior Flight Attendants from the domicile(s) which has a surplus of Flight Attendants. If no domicile has a surplus of Flight Attendants, the most junior Flight Attendants in the system may be assigned to fill the vacancies.

#### C. New Domicile

- 1. The Company will advise the IAM President – Directing General Chairperson or her/his designee of the decision to add a domicile prior to any announcement from the Company.
- 2. The Company will send a notice, via the Company's computer system, of the decision to open a new domicile as far in advance as possible. The notice shall

include:

- a. The anticipated number of vacancies by domicile;
  - b. The anticipated effective date(s);
  - c. The closing date for bidding, which will not be less than 10 days from the posting date.
3. A Flight Attendant awarded a transfer to a newly established domicile will be notified at least 21 days in advance of the effective date of the new assignment.
  4. 13.A.7.above and 13.D.3. below, will not apply to new domiciles.

D. General

1. An inactive Flight Attendant may bid for a vacancy; however, in order to be eligible to fill the vacancy, she/he must be either:
  - a. On TOWOP and scheduled to return to active service (including, but not limited to, training, background checks, and drug and alcohol tests) by the effective date of the vacancy; or
  - b. Active on the date the vacancy is awarded.
2. A Flight Attendant awarded or assigned a vacancy must accept the award and/or assignment.
3. The Company may award fewer vacancies than the number posted in any of the circumstances in this Section. The Company may award up to 10% more vacancies than the number posted in any of the circumstances in this Section.
4. A probationary Flight Attendant may transfer only once to a permanent vacancy during her/his probationary period unless furloughed, displaced, or her/his domicile closes. The Company, at their discretion, may waive this limitation on a system wide basis.
5. Vacancy posts, requests/bids, awards and assignments will be made electronically via the Company's computer system.

## SECTION 14 MOVING EXPENSES

### A. Eligibility

1. The Company will pay moving expenses as set forth below when a Flight Attendant is required by the Company to displace to a new geographic domicile.
2. To be eligible for moving expenses, the following distance requirements must be met:
  - a. The Flight Attendant's new residence must be within 150 AAA miles of the new domicile; and
  - b. The Flight Attendant must move at least 50 AAA miles closer to the new domicile.

Example 1: Flight Attendant lives 175 miles from a new domicile. Following a displacement, the Flight Attendant moves 26 miles closer to the new domicile. This Flight Attendant is not eligible for moving expenses because, although she/he has moved to a location within 150 miles of the new domicile in compliance with 2.a., above, she/he only moved 26 miles closer and, thus, does not comply with 2.b., above.

Example 2: Flight Attendant lives 250 miles from a new domicile. Following a displacement, the Flight Attendant moves 51 miles closer to the new domicile. This Flight Attendant is not eligible for moving expenses because, although she/he has moved 51 miles closer to the new domicile in compliance with 2.b., above, she/he still lives more than 150 miles from the new domicile (199 miles) and, thus, does not comply with 2.a., above.

Example 3: Flight Attendant lives 175 miles from a new domicile. Following a displacement, the Flight Attendant moves 51 miles closer to the new domicile. This Flight Attendant is eligible for moving expenses because she/he moved to a location within 150 miles of her/his new domicile and moved more than 50 miles closer to that new domicile, in compliance with both 2.a. and A.2.b., above.

3. A move to a domicile at the Flight Attendant's choice (i.e., awards by bid) will be at the Flight Attendant's expense.
4. The Company will not pay the moving expenses for new hire Flight Attendants to their initial assignment or award.

### B. A Flight Attendant eligible for moving expenses will be entitled to:

1. Actual moving expenses of the Flight Attendant's principal residence, including packing materials, packing, shipping, storing, unpacking, and insurance of personal household goods;
2. Stair and elevator charges;
3. Transportation of up to two vehicles at the rate of \$0.32 per mile for the first vehicle and \$0.24 per mile for the second vehicles using the most direct AAA mileage or the shipping cost for up to two automobiles; however, the shipping cost shall be no greater than the alternative mileage reimbursement. In the event the shipping costs are greater than the mileage reimbursement, the Flight Attendant may elect to pay the difference to have her/his car(s) shipped;
4. Meal expenses per day equal to the per diem allowance found in Section 5 for the Flight Attendant and each immediate family member or dependent age 12 or older and 50% of the per diem allowance for each immediate family member or dependent under the age of 12 while enroute;
5. Actual hotel expenses for the Flight Attendant and her/his immediate family (up to 2 rooms) for the time enroute to the new residence; and/or
6. Reimbursement for any penalty incurred due to the breaking of any residential lease, not to exceed the total amount of 2 months' rent. Flight Attendants shall use their best efforts to avoid any such penalty. The Flight Attendant must provide the Company with an original or copy of the dated contract indicating the penalty. The Company may opt to pay the penalty directly to the leasing company.

The total for such expenses will not exceed \$10,000.00. Any overage will be borne by the Flight Attendant. In the event of a displacement, a Flight Attendant chooses to displace the most junior Flight Attendant instead of filling an existing vacancy, the displacing Flight Attendant waives the reimbursement of actual moving expenses.

- C. Moving expenses will be paid only for eligible moves that occur within 365 days following the Flight Attendant's involuntary transfer to the new domicile.
- D. It is the Flight Attendant's responsibility to contact the moving company approved and specified by the Company. If no moving company is specified, the Flight Attendant must obtain 2 bids from different moving companies and submit them to the Company for approval. The Flight Attendant is responsible for scheduling the move. The Flight Attendant will not pay the moving company. Credit arrangements will be made and the Company will be billed for covered expenses. All other expenses are the responsibility of the Flight Attendant.
- E. Any and all reimbursement for moving expenses must be substantiated by valid receipts.
- F. A Flight Attendant who is required to change domiciles to a new geographic location will not incur any fees (with the exception of initiation or activation fees required by the mainline partner in accordance with all pass travel policies) associated with non-revenue air travel to and from their new domicile in order to position themselves for trips or

reserve availability periods for the first six (6) calendar months from the effective date of such displacement. If at any time positive space travel is made available to the Company through our mainline partners, displaced Flight Attendants will be given positive space travel between their home of record and domicile for six (6) months from the effective date of such displacement. Additionally, each such displaced Flight Attendant will avoid discipline or an occurrence because of the commuter policy on an unlimited basis for the first three (3) calendar months from the effective date of such displacement, if she/he follows the procedure in and provides the documentation required by Section 23.N. – Commuter Clause. A Flight Attendant who selects this option will not be eligible for moving expenses in accordance with 14.B., above.

- G. When the Company is required to pay moving expenses, nothing in this Section is intended to prevent the Company and a Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the expenses set forth in B., above. This amount will not exceed \$500.00. This amount is intended to cover special circumstances associated with being required to change bases to a different geographic domicile, including but not limited to, hotels, crash pad rent, storing belongings or transportation costs. The Company shall not accept liability for aspects of a move from someone with whom they have not contracted directly. The Flight Attendant must submit receipt(s) or, in lieu of receipt(s), documentation for reimbursement for expenses mentioned above. If the Flight Attendant elects to accept such reimbursements, they will not be eligible to receive moving expenses as set forth in B., above. In the event of a displacement, if a Flight Attendant chooses to displace the most junior Flight Attendant instead of filling an existing vacancy, the displacing Flight Attendant subsequently waives this reimbursement.
- H. In the case of a Flight Attendant and spouse/domestic partner where each is an employee of the Company, payment will be made to move only one household. The decision as to which moving expenses to use (the Flight Attendant's or the spouse's/domestic partner's) shall be made by the Flight Attendant and the spouse/domestic partner.

**SECTION 15  
UNIFORMS**

- A. Except as otherwise provided for in this Agreement, a Flight Attendant shall wear a complete regulation uniform while on duty and at such other times as required by the Company. Flight Attendants shall not be required to deadhead or ferry in uniform; however, a Flight Attendant needs to have her/his uniform available at all times in the event that her/his schedule is modified and she/he is needed to operate a flight. Company regulations respecting uniforms apply at all times when a Flight Attendant is in uniform, including time off.
  
- B. The Company may make suggestions to Flight Attendants about the types and dimensions of luggage that can be accommodated by its aircraft. Starting on the Date of signing of this Agreement, each new hire Flight Attendant may purchase luggage (roller board and tote bag) at the Company's actual invoice cost. At the Flight Attendant's option, the Company-approved luggage may be purchased from the Company-selected vendor either by credit or debit card, payroll deduction, or a combination of both. If the Flight Attendant wishes to purchase a different style or type of luggage other than the Company-approved luggage or wishes to purchase luggage from a vendor other than the Company-approved vendor, the Flight Attendant may do so at the Flight Attendant's own expense, as long as the luggage complies with all uniform and appearance policies.
  
- C. A new hire Flight Attendant shall purchase her/his initial basic uniform at the Company's actual invoice cost. At the Flight Attendant's option, the initial basic uniform may be purchased either by credit or debit card, payroll deduction, or a combination of both. The uniform payroll deduction will not constitute more than 5% of a Flight Attendant's unadjusted Minimum Monthly Guarantee and will be split evenly across the Flight Attendant's paychecks every bid period. A Flight Attendant may elect a deduction of more than the established payroll deduction. Optional or additional basic uniform items may be purchased by a new hire Flight Attendant at the Company's actual invoice cost. Payment for these items shall be by credit or debit card.

The following items shall constitute the basic uniform:

Female	Male
1 outer garment	1 outer garment
3 shirts	3 shirts
2 slacks or skirts	2 slacks
1 scarf	1 tie
1 overcoat	1 overcoat
1 apron	1 apron

The basic uniform listed in C., above, will constitute the required uniform pieces. If there are required uniform pieces added to the basic uniform, those additional required uniform pieces will

be provided by the Company at no cost to the Flight Attendant.

- D. The Company shall provide to each Flight Attendant 2 sets of wings. Additional wings may be ordered online and payroll deducted.
- E. Upon resignation or termination, a Flight Attendant will remain obligated to the Company for any purchases made by payroll deduction. Any remaining cost to the Company of all such items at the Flight Attendant's separation from the Company will be deducted from the Flight Attendant's last paycheck.
- F. A Flight Attendant will keep her/his uniforms clean and in good repair. The Company has the right to determine when uniform items do not comply with the cleanliness and repair requirements and may ask the Flight Attendant not to wear noncompliant pieces.

G. Uniform Replacement

1. Uniform Bank

- a. This Uniform Bank is for the replacement of uniform items due to normal wear and tear, alterations performed by the Company-selected vendor, acquisition of uniform pieces and accessory items (with the exclusion of break-away neckwear which must be purchased in accordance with K.8., below), taxes and shipment of uniform orders to the Flight Attendant's selected address.
- b. The Company will coordinate with the uniform vendor and make available to the Flight Attendants tools to determine the appropriate sizing for ordering purposes.
- c. On January 1<sup>st</sup> of each year, the Company shall credit the uniform replacement bank \$325.00 for each Flight Attendant according to the following schedule:

<b>Months of Active Service</b>	<b>Maximum Bank</b>
Less than 3 months	\$81.25
3-6 months	\$162.50
6-9 months	\$243.75
9 months or more	\$325.00

- d. If any uniform piece becomes unavailable in the current year, the Company will allow a Flight Attendant to rollover the portion of her/his uniform bank necessary to cover the cost of the unavailable uniform piece to the next calendar year.
- e. Amounts in each Flight Attendant's uniform replacement bank may be used by such Flight Attendant to pay up to 100% of the cost of replacing or adding any item(s). No portion of the amount in a uniform

replacement bank may be paid out in cash. Amounts in the uniform replacement banks of Flight Attendants whose employment terminates shall forfeit back to the Company.

- f. Flight Attendants on a leave of absence will have access to order uniform pieces at any time.
- g. Flight Attendants on leave of absences may request to travel to Flight Attendant uniform fittings held at any domicile. Inflight Management will approve such pass travel in writing, if in accordance with all applicable pass travel policies.
- h. A Flight Attendant will be allowed to purchase additional items at any time by utilizing the uniform bank or paying with a credit or debit card at the Company's actual invoice cost.
- i. New hire Flight Attendant trainees will be advised of the Company's uniform replacement bank system.
- j. Upon the Company's receipt of separation/resignation notice, the Flight Attendant will forfeit her/his remaining balance.

## 2. Maternity Uniform Pieces

- a. The Company will make maternity uniform item(s) available for purchase. A Flight Attendant may use her uniform replacement bank for this purpose.
- b. The Company will have a limited number of maternity uniform item(s) available on a loan basis. If a Flight Attendant opts to utilize any of these loaned items, the Flight Attendant must return such items within 30 days of the start of her leave. Such items must be returned in good condition and cleaned. In the event that a maternity uniform item is returned in poor condition or uncleaned, the Flight Attendant will be responsible for the cost of replacement or cleaning.

## 3. Uniform Piece Changes

- a. If the Company initiates a complete change in the basic uniform style, Flight Attendants will be provided with a new required uniform for all required changed pieces. Any remaining balance on prior uniform pieces will continue to be deducted until fully paid.
- b. If individual uniform pieces become unavailable, the Company will provide replacement pieces for any required items to the Flight Attendant.
- c. The quantity of the required replacement pieces shall be determined by C., above.

H. Alterations

1. The cost for alterations to the basic uniform at the time of initial purchase and at the time of replacement performed by the uniform vendor will be covered using the Flight Attendant's uniform bank if the Flight Attendant opts to have alterations performed by the uniform vendor. Alterations to the uniform after the Flight Attendant receives shipment of uniform piece(s) may be performed at the Flight Attendant's expense at a facility of the Flight Attendant's choice. The Company will reimburse the Flight Attendant up to \$75.00 per calendar year according to the following schedule:

<b>Months of Active Service</b>	<b>Maximum Bank</b>
Less than 3 months	\$18.75
3-6 months	\$37.50
6-9 months	\$56.25
9 months or more	\$75.00

2. The Company will reimburse a new hire Flight Attendant up to \$75.00 for alterations to uniform pieces after the Flight Attendant receives shipment of those uniform pieces for the first calendar year of her/his employment. After that first year, the Flight Attendant will accrue in accordance with the schedule in 1., above.

Example: A Flight Attendant hired in October 2013 will be reimbursed up to \$75.00 for alterations performed during 2013. On January 1, 2014, the Flight Attendant will be reimbursed up to \$18.75 for alterations performed during the year of 2014, since she/he was active less than 3 months in the preceding year. Assuming the Flight Attendant is active for all 12 months in 2014, the Flight Attendant will be reimbursed up to \$75.00 for alterations performed during the year of 2015.

3. Any Company-required alteration will be paid by the Company.
  4. Receipts for alterations must be submitted within 30 days of the alterations.
- I. A Flight Attendant may wear the official Union insignia provided by the Union on the right side or lapel of the uniform. A lanyard/clip-on ID holder with the Union logo will be permitted by a Flight Attendant while on duty only if the mainline partner allows it.
  - J. The Company shall consider recommendations by the Union regarding uniform issues and prior to making any substantial changes in the style, color, material, or items of the uniform.

## K. General

1. All uniform items and luggage will be purchased at the Company's actual invoice cost. The Company's actual invoice cost as provided on Date of signing will be considered the current established actual invoice cost. In the event that the Company-selected vendor announces any cost increases, the Company and the Union will meet and agree upon appropriate adjustment to the uniform bank.
2. If the Flight Attendant has her/his luggage lost, stolen or damaged while working a trip, the Flight Attendant will report such incident in accordance with Company policy and appropriate documentation (such as a police report or lost/damaged baggage claim form from the carrier) will be provided to the Company. The Company will process such incident in accordance with Company policy. In no case will a Flight Attendant be entitled to more than one replacement/reimbursement in a 12 month period.
3. Required uniform items specific to a promotional campaign will be provided by the Company at no cost to the Flight Attendants.
4. Each Flight Attendant will be furnished, at no cost, an airline ID card to the extent such card is required. If the ID card is lost or stolen, the Flight Attendant will immediately report that information to the Company. The ID card will be replaced at no cost if it is stolen or damaged through no fault of the Flight Attendant and appropriate documentation (such as a police report) is provided to the Company. A lost ID card will be replaced in accordance with Company policy.
5. During cold weather conditions, a Flight Attendant may wear a coat, hat, scarf, gloves, and boots in accordance with Company uniform policy.
6. The Company will not require a Flight Attendant to wear high heel shoes in the crew lounge, on the ramp, in parking lots and on associated buses, or on the aircraft.
7. A Flight Attendant may remove neckwear while in a crew lounge. The tie/scarf will only be required by the Company to the extent it is required by the air carrier for which the flying is being performed.
8. The Company will make available for purchase by any Flight Attendant a neckwear piece(s) that "breaks away," such as a clip-on tie or Velcro-fastened scarf using a credit or debit card. This neckwear pieces(s) may be worn in lieu of neckwear that is part of the basic uniform.
9. Male Flight Attendants will be permitted to wear earrings to the extent that it is permitted by the carrier for whom the Company is performing flying.
10. Female Flight Attendants will be permitted to wear 2 earrings to the extent that it is permitted by the carrier for whom the Company is performing flying.

**SECTION 16**  
**MEDICAL EXAMINATIONS**

- A. The Company may require a fitness for duty medical examination when it has a reasonable basis to believe that a Flight Attendant's physical or mental health impairs her/his ability to safely perform the duties of a Flight Attendant. The Company may also require a fitness for duty medical examination when a Flight Attendant claims such an inability and the Company has a reasonable basis to believe that the Flight Attendant's physical or mental health does not impair her/his ability to safely perform Flight Attendant duties. The decision to require a medical examination will be made by a Director of Inflight or Director of Human Resources, or higher level of management.
- B. The Company will pay for the examination by a Company approved medical examiner. The medical examiner will provide both the Company and the Flight Attendant with her/his "Fitness for Duty" report on the Company form. This form will be used at each and every examination throughout this Section. The Company will provide the IAM President Directing General Chairperson or her/his designee any changes to the form prior to said changes going into effect. Throughout the process outlined in this Section, the Company/Flight Attendant, upon request, will provide completed copies of the "Fitness for Duty" form to each other.
- C. If the Flight Attendant disagrees with the medical examiner's findings, she/he is entitled to the following medical dispute resolution procedures:
1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company.
  2. She/he will schedule this examination to occur within 14 days after she/he receives the Company approved medical examiner's "Fitness for Duty" form. Reasonable additional time will be allowed if her/his medical examiner believes that special analysis or other procedures are needed to confirm or disprove the Company approved medical examiner's findings. The medical examiner employed by the Flight Attendant will complete the "Fitness for Duty" report and will provide both the Company and the Flight Attendant with that report. If such findings verify the findings of the medical examiner employed by the Company no further review of the case will be afforded.
  3. If the findings of the medical examiner chosen by the Flight Attendant disagree with the findings of the medical examiner employed by the Company, the Flight Attendant may request, in writing, within 7 calendar days of receipt of the "Fitness for Duty" report, that the process continue to a third and final medical examination. The Company will then have the two medical examiners agree upon the appointment as promptly as possible of a third qualified and independent medical examiner for the purpose of making a further examination.

4. The said independent medical examiner will make a further examination of the Flight Attendant in question, complete the "Fitness for Duty" report, and provide a copy to both the Company and the Flight Attendant. The case will be settled on the basis of the independent examiner's findings. Such findings will be final and binding.
  5. The Company and the Flight Attendant will each pay ½ of the expenses for the independent medical examiner.
  6. Deadlines may be extended upon mutual agreement of the Company and the Flight Attendant.
- D. A Flight Attendant who is withheld from service for the Medical Examination process will be paid as follows:
1. A Flight Attendant may use any and all available sick time.
  2. Unless she/he is earlier found to be not fit for duty, an active Flight Attendant held out of service for a Medical Examination who has insufficient sick time will continue to receive her/his regular pay for 14 days or until the first scheduled date for her/his examination by the Company approved medical examiner, whichever is later.
  3. At the Flight Attendant's discretion she/he may use accrued vacation time at any point during the Medical Examination process.
- E. If the final opinion is that the Flight Attendant is fit to fly, she/he will be returned to flight status immediately. If she/he has been withheld from service against her/his wishes, she/he will be paid retroactively any difference between what she/he did earn (including unemployment compensation) and what she/he would have earned had she/he been in flight status for the period between the date of the first scheduled examination by the Company approved medical examiner and the date she/he was returned to flight status. A special check for the retroactive pay will be issued within 5 business days after the Company was notified that the Flight Attendant was fit to fly. Any sick/vacation time used in accordance with D., above, will be restored.
- F. If the final opinion is that the Flight Attendant is not fit to fly, the Company may recoup wages paid in accordance with D.2, above.
- G. Any medical information obtained through any of these examinations will be kept strictly confidential. This does not prevent providing this information to relevant management to determine appropriate actions. The information will not be given to any other person without the written permission of the Flight Attendant.
- H. An occurrence will not be issued under the Inflight Attendance Policy for a Flight Attendant being required to participate in the Medical Examination process as outlined in this Section.

- I. Medical examinations involving possible drug and alcohol abuse will be handled in accordance with Section 25.G, Drug and Alcohol Policy.

## SECTION 17 INVESTIGATIONS

- A. When the Company conducts an investigation meeting which may lead to disciplinary action or discharge the Flight Attendant shall be entitled to the following:
1. An opportunity to present information relevant to the investigation; and
  2. The presence of a Union Representative, if reasonably available for the scheduled meeting. If the Union Representative is not reasonably available, another Flight Attendant of her/his choosing covered by this Agreement may be present. Nothing herein prevents the Flight Attendant from waiving Union representation or the presence of another Flight Attendant. Any such waiver will be in writing and signed by the Flight Attendant prior to the commencement of the meeting.
  3. Under normal circumstances, the Company will send written notification of the mandatory meeting to the Flight Attendant and the Union no later than 4 days prior to the meeting, including date, time, and location, via the Company's computer system or any traceable delivery method. The Union will be notified via hand delivery, email, or any traceable delivery method mutually agreed upon. The notice must specifically reference that discipline may be assessed and that the Flight Attendant is entitled to Union representation at the meeting. The 4 day timeline of this paragraph does not apply to a rescheduled investigation meeting.
    - a. A Flight Attendant may not reschedule her/his mandatory meeting more than 2 times. However, this limitation will not apply to scheduled or rescheduled meetings while on a sick call, OJI, bereavement/funeral, emergency, maternity, military, vacation, MLOA, jury/witness leaves of absence, flight delays that place the Flight Attendant back in domicile after Inflight Management's regular office hours and/or cancellations, or any Company initiated reschedule.
    - b. When a second rescheduled mandatory meeting is cancelled by the Flight Attendant or the Union, the Company will make its decision based on the information available to it without conducting an investigatory meeting.
- B. Nothing herein requires the Company to conduct an investigation meeting for attendance occurrences and/or non-termination discipline related to the attendance policy. The Company will provide the Flight Attendant the opportunity to request an investigative meeting for any attendance

discipline.

1. The Flight Attendant will receive electronic notification of all such attendance occurrences and/or non-termination discipline related to the attendance policy that will include an option to allow the Flight Attendant to request a meeting for each such instance.
2. The Company and the Union will meet and agree the topics to be addressed in such notifications.
3. Nothing in this Section prohibits the Union from pursuing the grievance procedure in accordance with Section 18.

C. A Flight Attendant will not be required to meet with the Company on her/his scheduled day off at any stage of this investigation, unless requested by the Flight Attendant. Mandatory meetings will not be scheduled on Thanksgiving Day, Christmas Day, or New Year's Day.

D. Flight Attendant Relieved of Duties During Investigation

1. Prior to removal from service, the Company will provide written or electronic notice to the Flight Attendant, with a copy to the Union, that the Flight Attendant will be removed from service pending an investigation.
2. Flight Attendants removed from service pending investigation will suffer no loss of pay, except that Flight Attendants may be suspended without pay when withheld for:
  - a. Any violation of company policy, on or off duty, for which the Flight Attendant is charged with a criminal offense by law enforcement;
  - b. Any conduct deemed to constitute an unlawful job action, slow down, refusal to work, or the incitement or encouragement of such conduct;
  - c. Refusal or adulteration of a drug and/or alcohol test; or
  - d. Failure to cooperate with a Company investigation.
3. If no disciplinary action is subsequently taken after a Flight Attendant has been withheld from service without pay, the Flight Attendant will be made whole for the lost pay and any and all vacation used will be restored. If the Flight Attendant is disciplined after being held out of service without pay and the discipline is for less time than the Flight Attendant was held out of service, the Flight Attendant will be made whole for the difference

in lost pay and/or vacation used.

4. A Flight Attendant who is held out of service pending investigation for any reason will be allowed to bid for all purposes (i.e. next month's schedule, vacancies, vacations, etc.).
- E. Before the beginning of an investigatory meeting, the Company will verbally brief the Flight Attendant concerning the incident it is investigating. If, during the investigation, the Company becomes aware of other incidents, it will not be prevented from investigating and taking action it considers appropriate regarding the other incidents.
- F. The Company will be provided with the opportunity to speak with a Flight Attendant in person and gather that Flight Attendant's statement. Following receipt of the Flight Attendant's statement, the Union may request copies of all documents, reports, statements or other information, including but not limited to copies of scheduling audio tapes, that the Company used or will use as a basis for the disciplining of a Flight Attendant. In the event of a Human Resources investigation, a confidentiality agreement may be required before releasing any information to the Union. At any time during this process a Union Representative will be present at the request of the Flight Attendant.
- G. A Flight Attendant will be disciplined only for just cause. The Company will provide the Flight Attendant and the Union Representative, if applicable, with notice once it has concluded its investigation. Notice of all discipline and discharges shall be issued in writing within 7 days of the conclusion of the investigation. A Flight Attendant will be notified in writing of discharge or disciplinary time off, including the reason for such discharge or disciplinary time off. Such notices shall be provided to the Flight Attendant in person, via the Company's computer system, or traceable delivery method when discipline is rendered. A copy of all discipline will be sent to the Union Representative.
- H. All discipline letters will outline the precise charges and be considered rendered on the date the letter is received by the Flight Attendant via the Company computer system or in person. If the method of delivery is certified mail or express mail, the date of confirmed delivery will be considered the date rendered. If the Flight Attendant has not acknowledged receipt of the discipline via the Company computer system within 21 days the discipline may be marked "Failed to Acknowledge" and be considered rendered on that date.
- I. A Flight Attendant shall not be disciplined later than 30 days from the time Inflight Management has reasonable first knowledge of the incident giving rise to the discipline. In the event a Flight Attendant is unavailable for any reason more than 14 consecutive days (inclusive of days off) during this 30 day period, such 30 day period may be extended by a period equal to the length of the period the Flight Attendant was

unavailable.

- J. Time limits in this Section may be extended by mutual agreement.
- K. A Flight Attendant who has passed the probationary period shall not be discharged without a fair meeting for the opportunity to present relevant information before a designated Company representative.
- L. Customer Complaint

When the Company receives a customer complaint, and if the Company intends to use the complaint for disciplinary purposes, an investigation will be conducted as follows:

1. The Flight Attendant will be promptly notified of the complaint and its substance in sufficient detail to identify the date of the incident and/or the flight on which it occurred, and the substance of the complaint.
2. A copy of the complaint, if written, or summary of the complaint, which does not identify the customer will be provided.
3. The Flight Attendant shall be provided an opportunity to review the complaint with her/his Union Representative and respond to its content prior to the rendering of any disciplinary action.

## SECTION 18 GRIEVANCE PROCEDURE

### A. Representation

1. The Union will be represented by a properly designated IAM representative at each domicile on the system. These representatives will be empowered to settle all local grievances or disputes not involving changes in policy or the intent and purposes of this Agreement, at the Step I level. The Union will advise the Director of Inflight Services, in writing, of the individual who will serve in this capacity. The Union will be further represented by the President-Directing General Chairperson of the IAM or a designated IAM District representative who will be empowered to handle and settle grievances at all levels of the grievance procedure.
2. The Company will be represented at each domicile by one or more authorized officials who will be empowered to settle local grievances or disputes, but such settlement may not involve any change in the intent and purpose of the Agreement or Company policy. The Company will be further represented by a Director or upper level management representative or her/his designee for dealing with the IAM President-Directing General Chairperson or her/his designated IAM District representatives.
3. The Union and the Company will, at all times, keep the other party advised, through written notice, of any change in authorized representatives.
4. The President-Directing General Chairperson of the IAM and/or his/her designated IAM District representative and a reasonable number of Grand Lodge Representatives of the Union shall be permitted to enter any location on the Company's system where flight attendants under this Agreement are located for the purpose of representing such flight attendants upon prior notification to the Company at that location.
5. All designated IAM representatives will be allowed access and availability to all work areas within their respective areas of representation in order to conduct their business in a proper, efficient, and expedient manner. Such representatives will be allowed reasonable time off for purposes of investigating, presenting and adjusting grievances or to attend meetings provided for in this Agreement.

### B. Procedure

1. The procedure for presentation and adjustment of grievances that may arise between the Company and the Union with reference to interpretation or application of any provisions of this Agreement shall be as set forth below. Grievances must be filed promptly after the cause giving rise to the grievance is evident, and no grievance will be valid if not filed within 30 calendar days of the date the flight attendant first knew or could reasonably be expected to have known of the grievance. Grievances involving more than one flight attendant or incident with similar facts and circumstances may be treated as one case with mutual agreement between the Company and the Union. Grievances which involve wage claims must be filed promptly after the cause giving rise to the grievance is evident, and such wage claims will not be collectible for a period earlier than 30 calendar days prior to the date of the filing of the grievance or the date the grievance arose, whichever is more recent.

Step 1: Any flight attendant having a complaint or grievance in connection with the application of this Agreement will discuss the matter with their Supervisor. If unable to secure satisfactory adjustment in this manner, the flight attendant may present the grievance to the designated Base Chairperson. If in the representative's opinion the complaint is justified, the written grievance may be filed on a prescribed form provided by the Company which shall include the grievant's(s') name(s), specific section of the contract allegedly violated or in dispute, remedy sought, date discussed with the Supervisor and the grievant's(s') signature. The written grievance may be submitted to the Base Manager or electronically with a copy to the Director, Inflight, who shall schedule a mutually agreeable hearing date in the domicile, via conference call or another base upon mutual agreement within 14 working days. A decision in writing shall be rendered not later than 10 work days following the hearing.

Step 2: If the decision at Step 1 is not satisfactory, the Base Chairperson may refer the matter to the District General Chairperson, who may appeal the matter to the Director, Inflight or his/her designated representative. The appeal must be made in writing within 21 working days after the Step I decision. The grievance must be presented at a hearing within 30 work days from the date of appeal to Step 2. The hearing will be consolidated with other pending appeals and will be conducted at one location, unless mutually agreed otherwise. A written decision will be rendered by the Company within 15 work days after adjournment of the hearing.

2. If the Step 2 decision is not satisfactory to the IAM President-Directing General Chairperson, or his designee, the matter may be appealed to the System Board of Adjustment within 90 working days consistent with the provisions of Section 19.
3. Notwithstanding the above, grievances relating to matters general in character which cannot be settled at the local level may be submitted by the Union in writing to and discussed between a designated Company official and the President-Directing General Chairperson of the IAM or her/his designee.
  - a. If a mutually satisfactory resolution of the matter is not reached within 15 work days after the grievance is submitted, then the matter may be referred within 5 work days to the Vice President, Inflight Services or his/her designated representative.
  - b. If a mutually satisfactory resolution of the matter is not reached pursuant to the above steps, then within 10 working days of the Company's decision it may be appealed to the System Board of Adjustment in accordance with Section 19.
4. No Company employee directly involved in the matter which gave rise to the grievance shall sit as a hearing officer in any step of the procedure.
5. Appropriate IAM officials and Company officials will meet periodically to review outstanding grievances which are scheduled for a System Board Hearing.

#### C. General

1. A flight attendant may be suspended from the service of the Company pending a hearing, which shall be prompt, when the Company judges such action is justified by legitimate business reasons. Such action shall not be deemed a violation of this section.
2. The Union will be given a reasonable opportunity to secure the presence of necessary individual(s) to fairly conduct hearings and meetings required in connection with a grievance. If any necessary flight attendant is based at a location other than the location where the hearing or meeting is to be held, then if at any time positive space travel is made available to the Company through our mainline partners, such flight attendant will be furnished positive space travel over Company lines to attend the hearing or meeting.
3. The Company will not discriminate against any witness called to testify in any hearing or investigation under this Agreement.
4. Union representatives and necessary employee witnesses will be released from duty on a non-paid status to participate in hearings or meetings.
5. In assessing discipline, the Company will consider the gravity of the offense, seniority, and work record of the flight attendant.
6. "Work days" as used in this section shall be the days Monday through Friday, excluding holidays.
7. At each step of the Grievance procedure, the Company and Union recognize a desire and need to handle grievances within the time limits set forth in this section. It is further recognized that the Company or Union representative may request reasonable time limit extensions.
8. The Union's decision to withdraw grievances, not to process or appeal a grievance to the next step, shall not in any way prejudice its position on the issues involved. The Company's decision to settle a grievance shall not prejudice its position on the issues involved.
9. A flight attendant may elect to have her/his legal counsel present only at the System Board of Adjustment, and only after having signed a Union representation waiver.
10. Notwithstanding any of the provisions of this section, probationary flight attendants are not entitled to file grievances under this contract regarding discipline or discharges, nor shall such flight attendants be entitled to challenge discipline or discharges taken against them.
11. Any decision made during the grievance procedure which is not appealed within the time limits provided in the contract shall be final and binding, except by mutual agreement of the Company and the Union which will not be unreasonably withheld.
12. When Grievances are filed alleging scheduling violation(s) of the Agreement, the Company will provide to the Union all scheduling audio tapes, reports, statements, or other material that will either confirm or deny the alleged scheduling violation(s).

**SECTION 19**  
**SYSTEM BOARD OF ADJUSTMENT**

- A. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances which may arise under the terms of this Agreement and any amendments or additions hereto, and which are properly submitted to it after exhausting the procedures for settling disputes, as set forth in Section 18.
- B. The Company and the Union may agree to enter into Grievance Mediation in certain cases as an interim step before referring a case to the System Board of Adjustment. If either party notifies the other party that any case is not appropriate for grievance mediation, then the case shall be subject to the System Board of Adjustment.
- C. Grievance Mediation Training

If the parties mutually agree, a training session(s) for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the parties and the National Mediation Board.

D. Grievance Mediation

1. Mediation proceedings conducted pursuant to this Agreement will be held in a location mutually agreed upon by the Company and the Union, unless the mediator dictates a different place.
2. Mediators will be provided by the National Mediation Board pursuant to a process to be agreed upon by the parties. All mediation expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the cost and expenses of its participants in the mediation.
3. In coordination with the Mediator, a date shall be mutually agreed upon by the parties.
4. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply, and no transcript of the mediation proceedings shall be made.
5. The grievant(s) will have the right to be present for the presentation of their case. Other attendees will include those individuals needed to present the parties' position and to reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.
6. In the case of group grievances or grievances filed by Union representatives, designated Union representatives present at the mediation shall represent the Union and all interested Flight Attendant parties. In the case of individual grievances, if the grievant elects not to be present personally, the Union

representative shall have full authority and discretion to act on behalf of the grievant to resolve the grievance.

7. The Company and the Union shall each appoint a principal spokesperson, who may be an attorney, for the mediation proceedings. Every effort will be made to assure that the Union and the Company representatives present at each mediation proceeding is familiar with the subject matter to be considered at that proceeding.
8. The mediation process shall be informal. The Mediator has authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the grievance.
9. Upon reaching a settlement, the parties shall immediately reduce it to written form that will be signed by the Company and the Union.
10. The record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record shall be admissible solely to interpret or apply the settlement, if necessary, unless there is a written mutual agreement to the contrary.
11. If no settlement is reached during the mediation proceedings, the Mediator shall provide the parties with an immediate oral advisory decision involving the interpretation or application of the Agreement, together with the reasons for her/his decision, unless both parties agree that no opinion shall be provided.
12. Written material presented to the Mediator or to the other party shall be returned to the party presenting that material at the termination of the mediation proceeding.
13. If no resolution is reached on any case(s), through mediation, such case(s) will be scheduled for processing by the System Board of Adjustment in accordance with this Section.
14. If a grievance that had been the subject of a mediation proceeding is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the Neutral, nor may he/she be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a mediation proceeding; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or participants during the course of a mediation proceeding, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the mediation proceeding.
15. By agreeing to schedule a mediation proceeding, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such mediation proceedings.

16. The jurisdiction of the Mediator shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions.
17. All parties involved in the mediation proceeding, including the Mediator, are barred from disseminating information surrounding the Conference and/or individual grievances to the public, the media, or like sources.
18. Nothing herein shall preclude the parties from agreeing to other or different methods of grievance settlement, mediation, mediation/arbitration, or alternative grievance resolution.

E. Composition and Selection of the System Board of Adjustment

1. The System Board of Adjustment shall consist of 1 neutral referee selected by the parties to serve as Chairperson, 1 individual appointed by the Company and 1 individual appointed by the Union. Each Board member shall be free to discharge her/his duty in an independent manner, without fear that her/his individual relations with the Company or with the Union may be affected in any manner by any action taken in good faith in her/his capacity as a Board member. A Board member who is an employee of the Company shall be granted necessary time off for the performance of her/his duties as Board member.
2. There shall be a standing panel of 11 arbitrators from which the parties shall jointly select the system board chairperson on a case by case basis. Such System Board Chairperson shall be a member of the National Academy of Arbitrators.
  - a. Each party shall appoint 5 members to this standing panel.
  - b. The 11<sup>th</sup> member will be selected by mutual agreement of the Company and the Union.
  - c. Either party may terminate the services of an arbitrator on the panel at anytime (except as to cases already scheduled for hearing) with 30 days written notice to the other party and to the arbitrator whose services are being terminated. The party who originally appointed the arbitrator to the panel must thereafter appoint a new arbitrator to the panel.
  - d. Each party is limited to 2 such termination of the other party's appointments to the panel for the length of the agreement, but may terminate without limitation, the services of arbitrators it appointed to the panel.
  - e. If an arbitrator becomes permanently unavailable, the party who originally appointed said arbitrator will appoint a new arbitrator to the panel. If the mutually agreed upon arbitrator becomes permanently unavailable, the Union and the Company will mutually appoint another arbitrator to the panel.

3. If it is found impossible to agree upon such System Board Chairperson, the parties will alternate striking first from the standing panel. The Union will initiate the striking for the first such System Board hearing. Following the initial strike, each party will alternately strike a name from the list until 1 name remains. That referee will be designated the System Board Chairperson.
4. Notwithstanding the foregoing, the parties may at any time mutually agree to select a referee who is not a member of its standing panel to sit as Chairperson of the System Board of Adjustment for such case or cases as the parties may mutually agree, or may mutually agree to discharge a referee who has already been appointed and to designate her/his replacement.
5. Unless the parties mutually agree otherwise, the selection process for the Chairperson will begin 30 days from the first day the case was discussed in grievance mediation, or 30 days from the date the appeal to System Board was filed, and will be completed within 14 days thereafter.
6. If, after selecting a System Board Chairperson, it is determined that the System Board Chairperson is unable to hear the matter within 45 days after selection, the parties may, by mutual agreement, select another System Board Chairperson for the case. If the second System Board Chairperson selected also cannot hear the case within the original 45 day period described above, then the System Board Chairperson who has the first available hearing date shall be used.

#### F. Docket

1. Each grievance presented to the Board shall be treated as a separate case, unless the parties agree otherwise.
2. The Board shall meet in the affected Flight Attendant's(s') domicile. If the grievance has been filed on behalf of Flight Attendants in multiple domiciles, the board shall meet in the city where the general offices of the carrier are located. The parties may agree upon a different place.
3. It shall be the Company's responsibility to establish and maintain a docket of grievances properly appealed to the System Board of Adjustment. The docket shall be updated quarterly each calendar year, with a copy mailed to the office of the IAM President Directing General Chairperson or her/his designee.

#### G. Procedure

1. Notice of grievances appealed to the Board shall be served in writing upon the other party and shall include a statement by the appealing party of its understanding of:
  - a. The facts leading to the grievance;
  - b. The question or questions at issue;

- c. The provision(s) of the Agreement alleged to have been breached;
  - d. The position of the appealing party;
  - e. The position of the other party; and
  - f. The remedy sought by the appealing party.
2. A copy of this Agreement and the System Board appeal, together with all appeals and answers from the earlier grievance steps, shall be provided to the Chairperson prior to the taking of any other evidence in the proceedings. Copies of all documents filed with the Chairperson or correspondence relating to the proceeding or dispute shall be provided to the other party and to the other members of the Board.
3. The Chairperson shall preside at meetings and hearings and guide the parties in the presentation of testimony, exhibits, and arguments to the end that a fair, prompt and orderly hearing of the dispute is afforded. Immediately following the hearing or at any time prior to the issuance of a final decision in the matter, upon the request of either party or any member of the Board, the members of the Board shall convene in executive session to discuss the issue(s) before it.
4. The parties mutually agree to endeavor toward a speedy final decision in every case presented to the Board, and in effecting such, agree to minimize the time spent in presenting evidence and arguing motions in the hearing, filing briefs, and to compel the Board to issue the final decision as soon as possible following the close of the hearing.
5. The Union will be represented at Board hearings by such person or persons as it may choose and designate, and the Company will be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both. The Board may, at the request of either the Union or the Company, call any witnesses who are employed by the Company and who may be deemed necessary to the dispute. A reasonable number of necessary witnesses will be released from duty in order to attend the System Board hearing. The Union will provide 21 days notice for any employee requiring a release from duty.
6. Decisions of the Board in all cases properly referred to it shall be final and binding upon the parties hereto and the parties must abide by that decision. In disputes involving the disciplinary suspension or discharge of a Flight Attendant the following will apply:
  - a. The Board will determine whether there is any entitlement to back pay or a “make whole” remedy.
  - b. If the Board awards back pay, the following will apply in determining the amount due:

- i. The Company will calculate the total amount of pay credit that the flight attendant earned during the previous 12 full months of active service. The total amount of pay credit will be divided by 12 to establish her/his average bid period pay credit. The average bid period pay credit shall then be multiplied by the applicable rate of pay from the date of discharge until the date the arbitrator renders her/his decision.
  - ii. For periods of less than a full bid period, the average bid period pay credit will be divided by 30 to establish the daily pay credit. The daily pay credit will be multiplied by the applicable rate of pay for any period of time less than a full bid period.
  - iii. The flight attendant shall take all reasonable steps to mitigate against any loss of pay, and the Company shall be entitled to offset from any back pay award for unemployment compensation, wages or other mitigating income received by the flight attendant.
7. The Board shall have jurisdiction over disputes between the Union, flight attendant(s), and the Company growing out of the interpretation or application of any of the terms of this Agreement. Consistent with the other provisions of this Agreement, the System Board shall decide only the dispute or issue submitted to it, and shall have no power to add to, subtract from or alter the provisions of the contract between the parties. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by this Agreement or any amendment thereto. Consistent with the other provisions of this Agreement, the System Board shall have the authority to make whole any flight attendant or group of flight attendants for losses incurred as a result of action by the Company found to violate this Agreement, including reinstatement, restoration of back pay, lost benefits, lost seniority, lost longevity and other actual losses attributable to the Company's actions.
8. The Company or the Union may have stenographic reports of the proceedings provided that both parties have access to the transcripts.

#### H. Expenses and Transportation

1. Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive the same pass travel afforded to the Company's witnesses to and from their domicile in accordance with all applicable pass travel policies. If there is a cost incurred, the Union will reimburse the Company for such pass travel.
2. The expenses and compensation for the Chairperson of the System Board and the costs incurred in holding hearings and meetings of the Board shall be borne equally by the Company and the Union.

3. Board members shall be furnished transportation for the purpose of attending meetings of the Board in accordance with all applicable pass travel policies, provided there is no cost to the Company from the applicable mainline partner. If the Union appointed Board member is an employee of the Company, they shall receive the same pass travel afforded to the Company appointed Board member to and from their domicile in accordance with all applicable pass travel policies. If there is a cost incurred, the Union will reimburse the Company for such pass travel.
- I. Any and all time limits within this Section may be extended by mutual agreement of the parties in writing.
  - J. Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the Flight Attendants or to the Company or to their duly credited representatives, under the provisions of the Railway Labor Act, as amended.

**SECTION 20**  
**MISSING, INTERNED OR HOSTAGE**

- A. If a Flight Attendant is missing in action, held hostage or taken prisoner of war while performing official duties for the Company, she/he will be entitled to full pay and accrual of all benefits for an indefinite period of time or until proof of death is legally determined. Pay and benefits will be given to the beneficiary(ies) designated by the Flight Attendant. In the absence of a letter of instruction designating beneficiaries, the Company will deposit all applicable benefits in trust for the Flight Attendant until her/his status has been legally determined.
  
- B. A Flight Attendant will accrue seniority for all purposes during periods in which she/he is missing in action, held hostage, or held as a prisoner of war.

**SECTION 21**  
**UNION SECURITY AND DUES CHECK-OFF**

A. Union Security

1. Each employee now or hereafter employed as a Flight Attendant covered by this Agreement shall, as a condition of continued employment within sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, become a member of the Union, and shall maintain membership in good standing (as described below) in the Union, so long as this Section remains in effect; provided, that such condition shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member of her or his occupation or with respect to any employee to whom membership is denied or terminated for any reason other than the failure of the employee to tender the initiation and reinstatement fees, assessments, and monthly dues uniformly required of other employees in her or his occupation as a condition of acquiring or retaining membership. For the purpose of the Agreement "membership in good standing" in the Union shall consist of the payment by the employee of initiation fees (except in cases of authorized and permissible transfers from other lodges of the Union) uniformly required of other employees of like status, plus the payment of dues (as hereinafter described) for each calendar month, plus the payment of such assessment(s), within prescribed time limits, as may be levied in accordance with procedures set forth in the Union's "Constitution of the Grand Lodge, District and Local Lodges, Counsels and Conferences."
2. If an employee, who is required to become a member of the Union, as provided in this Section, does not become a member of the Union within the time limits specified in this Section for employees in her or his occupation covered by this Agreement, the Union shall notify the appropriate Vice-President, Inflight Services with a copy to the employee, that such employee has failed to become a member of the Union as required by this Section and is, therefore, to be discharged. The Company shall then promptly notify the employee involved that she/he is to be discharged from the service of the company and shall promptly take proper steps to discharge said employee.
3. When an employee holding seniority under the Agreement leaves and then returns to the coverage of the Agreement from a position in which she/he was not covered, she/he must assume her/his obligation to the Union within seven (7) calendar days after return. Failure to comply will cause the employee to be discharged. If an employee covered by this Agreement becomes delinquent by more than two calendar months in the payment of monthly dues, including assessments, the Union shall notify the employee in writing, certified mail, return receipt requested, with a copy to the Vice-President, Inflight Services, that said employee is delinquent in the payment of the monthly membership dues as specified herein and, accordingly, will be subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within seven days from receipt of such notice or be subject to discharge by the Company.

4. If such employee still remains delinquent in the payment of dues after receipt of said notice, the Union shall notify, in writing the Vice-President, Inflight Services, with a copy to the employee, that the employee has failed to remit payment of dues with the grace period allowed herein and is, therefore, to be discharged. The Company shall then promptly notify the employee involved that she/he is to be discharged from the service of the company, and shall promptly take the proper steps to so discharge the employee.
5. The Company will, within three business days after the receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required in the preceding paragraph, subject to the provisions of 7, below.
6. An employee terminated at the request of the Union as per this Section and under this Agreement shall be deemed to have been discharged for cause and the Company shall not be liable for any wages or pay claims of any type from such employee. In the event of a court judgment to the effect that the discharge was improper, the Union hereby agrees to hold the Company harmless and will reimburse the Company for any cost whatsoever involved.
7. In any event it is agreed that the Company will not be required to terminate any employee, in compliance with this Section, prior to 30 days from the Union's notification to the Company to do so, in order that the Company be able to hire a suitable replacement for the employee in question.

#### B. Dues Check-off

1. During the life of this Agreement, the Company will deduct from the pay of each member of the Union and remit to the Union monthly membership dues uniformly levied in accordance with the Constitution and Bylaws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereunder included in this Agreement to be known as the "Check-Off Form" which shall be prepared and furnished by the Union. The Company will not be required to deduct monthly membership dues from the pay of Flight Attendants covered by this Agreement unless:
  - a. The Company has received a Check-Off Form, and
  - b. The dues for the Flight Attendant conforms to the applicable dues for Flight Attendants of her/his occupation at her/his point on the system. The Union agrees that it shall indemnify and hold the Company harmless from and against any liability whatsoever for compliance with dues check off procedure provided in this Agreement.

## SECTION 22 UNION ACTIVITIES

- A. Subject to staffing and operational requirements, the Company will release Flight Attendants on a trip by trip basis for the purpose of conducting official Union business.
1. Request for release must be submitted, in writing, to the Company as far in advance as possible, but no less than 5 days prior to the requested day(s) off. The Company may waive the 5 day requirement on a case-by-case basis.
  2. Trip drops as a result of Union business will be unpaid and immediately placed into Open Time or may be assigned to Reserve Flight Attendants, in accordance with Section 4.
  3. Flight Attendants, who request trip drops as stated in A. above, shall retain and accrue seniority, longevity, sick and vacation in accordance with the same accrual rates as an active Flight Attendant, based on total credit hours of trips dropped and any trips worked.
  4. Flight Attendants who request trip drops as stated in A. above, will maintain all other benefits not mentioned above (i.e. medical, dental, vision, short/long term disability, life insurance) provided they pay their employee portion of such premiums as if they were active employees.
  5. Flight Attendants who are on Union leave of absence as stated in A. above, will receive the same personal pass privileges provided to active Flight Attendants in accordance with all applicable pass travel policies.
  6. Pre-assigned credits maybe utilized in lieu of trip drops in accordance with Section 4.E.1.
- B. The Company will release one Flight Attendant per base on a trip by trip basis for the purpose of investigating, presenting, and adjusting grievances or to attend meetings provided for in this Agreement, unless her/his trip is scheduled to operate during the month-to-month transition period or on a holiday. During the month-to-month transition period and/or all holidays, trip drop requests for the purpose of investigating, presenting, and adjusting grievances or to attend meetings provided for in this Agreement will be subject to staffing and operational requirements. Subject to staffing and operational requirements, the Company will release additional Flight Attendants in that same base on a trip by trip basis for the purpose of investigating, presenting, and adjusting grievances or to attend meetings provided for in this Agreement.

1. Request for release must be submitted, in writing, to the Company as far in advance as possible, but no less than 2 days prior to the requested day(s) off. The Company may waive the 2 day requirement on a case-by-case basis.
2. Trip drops as a result of Union business will be unpaid and immediately placed into Open Time or may be assigned to Reserve Flight Attendants, in accordance with Section 4.
3. Flight Attendants who request trip drops as stated in B above, shall retain and accrue seniority, longevity, sick and vacation in accordance with the same accrual rates as an active Flight Attendant, based on total credit hours of trips dropped and any trips worked.
4. Flight Attendants who request trip drops as stated in B above, will maintain all other benefits not mentioned above (i.e. medical, dental, vision, short/long term disability, life insurance) provided they pay their employee portion of such premiums as if they were active employees.
5. Flight Attendants, who request trip drops as stated in B above, will receive the same personal pass travel privileges provided to active Flight Attendants in accordance with all applicable pass travel policies.
6. Pre-assigned credits maybe utilized in lieu of trip drops in accordance with Section 4.E.1.

#### C. Full Time Union Leave of Absence

1. Flight Attendants will be granted a Union leave of absence upon written request by the IAM President-Directing General Chairperson and/or her/his designee(s).
2. Flight Attendants accepting official positions with the Union will be granted an unpaid Union leave of absence for a period that is equal to the term of office to which she/he is elected or appointed.
3. Flight Attendants on a Full-Time Union Leave of Absence as described in C.2., above, shall retain and accrue seniority and longevity. Such Flight Attendants shall retain but not accrue sick leave and vacation.
4. Flight Attendants who are on Full-Time Union Leave of Absence will maintain all other benefits not mentioned above (i.e. medical, dental, vision, short/long term disability, life insurance) provided they pay their employee portion of such premiums as if they were active employees.

5. Flight Attendants who are on a Full-Time Union leave of absence as described in C.2., above, will receive the same personal pass privileges provided to active Flight Attendants in accordance with all applicable pass travel policies.
6. The Company will be notified of the full-time Union leave of absence dates prior to the opening of the bid period for the month in which the leave will begin.
7. Flight Attendants on a full-time Union leave shall not be paid a Minimum Monthly Guarantee.

#### D. Temporary Union Leave of Absence

1. Flight Attendants will be granted a temporary Union leave of absence upon written request by the IAM President-Directing General Chairperson and/or her/his designee(s).
2. Flight Attendants accepting a temporary Union leave of absence will be granted an unpaid Union leave for the duration of the Temporary Union Leave request.
3. Flight Attendants on a temporary Union leave of absence shall not be paid a Minimum Monthly Guarantee.
4. Flight Attendants, who are on a temporary Union leave of absence as described in D.1., above, shall retain and accrue seniority, longevity, sick and vacation based on her/his Minimum Monthly Guarantee.
5. Flight Attendants who are on a temporary Union leave of absence as described in D.1., will maintain all other benefits not mentioned above (i.e. medical, dental, vision, short/long term disability, life insurance) provided they pay their employee portion of such premiums as if they were active employees.
6. Flight Attendants who are on a temporary Union leave of absence as described in D.1., above, will receive the same personal pass travel privileges provided to active Flight Attendants in accordance with all applicable pass travel policies.
7. The Company will be notified of the temporary Union leave of absence dates prior to the opening of the bid period for the month in which the leave will begin.

- E. Effective upon signing of this Agreement the Company will assume the cost of 650 hours of credited flight time per bid period system-wide for

Flight Attendants to conduct Union business. This credited flight time, which will be adjusted by 30 hours per bid period for each change of 100 Flight Attendants above or below 2000 Flight Attendants, is to be used only for conducting Union business related to the Company. Such credited flight time will be used by Flight Attendants designated by the Union. If there is to be a change in the total credited flight time hours, the Company will notify the Union within the first (7) days of the bid period.

## F. Crew Room Provisions

### 1. Bulletin Board

- a. The Company agrees to provide space at Flight Attendant domiciles for the placement (at Union expense) of a glass-enclosed, secured Union bulletin board. Such board shall be used for informational purposes and shall be of a size similar to the predominant size bulletin board used by the Company as an Inflight Services bulletin board(s). Any bulletin board currently in use by the Union on the date of signing of this Agreement will be allowed to remain in use. No notice posted on such board shall contain derogatory or inflammatory material.
  - b. If posted material is considered by the Company to be derogatory or inflammatory, the Union will immediately remove such material upon written request from the Vice President, Inflight Services, Inflight Services. The Company will also attempt to notify the IAM President-Directing General Chairperson or her/his designee(s) via email. The written request will identify the specific portion(s) of the posting that are considered to be derogatory or inflammatory. If posting cannot be removed immediately, it will be removed as soon as possible but no later than 3 days after the Union receives the request. The Union retains the right to initiate and pursue a grievance should it disagree with the Company's determination that the material was subject to removal.
2. At its own expense, the Union may place a locking mailbox in each domicile in a location reasonably accessible to Flight Attendants. The mailbox may be permanently mounted on a wall or, as appropriate, in a location convenient to the Flight Attendants.

3. At its own expense, the Union may place one filing cabinet no larger than 15 in. in width and 25 in. in depth in the Flight Attendant lounge. The Company will notify the Union of the appropriate location of such filing cabinet.
  4. The Company, in no way, intends to restrict Union access to the crew room. The Company will designate a dedicated work area for Union Representatives in each crew room with no intent to create a permanent office space. This designated work area will include a folding table and two chairs to be provided by the Union. In the ORD and EWR crew rooms where desks are currently in use by the Union they will be allowed to remain in use.
- G. The Union will be permitted to distribute materials related to Union business in the Company provided Flight Attendant mailboxes at domiciles. Such materials will not contain derogatory or inflammatory remarks about the Company or its employees or the Union and its members or employees. The Union will provide the Vice President, Inflight Services, Inflight Services or her/his designee with a copy of materials it intends to distribute in the Company provided Flight Attendants mailboxes at least 24 hours prior to distribution. Should the Company object to the content of the material on the above-cited basis, it will immediately, but no later than 24 hours, notify the IAM President-Directing General Chairperson and/or her/his designee(s), and the material will not be placed in the Company provided Flight Attendant mailboxes. The Company notification shall include the specific reason(s) for denying the use of the Company provided Flight Attendant mailboxes. The Union retains the right to initiate and pursue a grievance should it disagree with the Company's denial.

Prior approval will not be required for:

- a. Union meeting notices, including agendas; or
- b. Notices of Union officer nominations/elections, including associated procedural instruction; or
- c. Ratification announcements; or
- d. Direct administrative correspondence with individual Flight Attendants relating to grievances, dues, or change of address matters.

- H. The Company shall provide the IAM President-Directing General Chairperson and/or her/his designee(s) with a monthly report showing resignations and terminations. The Company will provide a list of assignments to management or other non-Flight Attendant assignments upon request. The Company will also provide the IAM President-Directing General Chairperson and/or her/his designee(s) an updated Flight Attendant database including names and addresses, as well as any available phone numbers and email addresses, upon request. This information will be transmitted electronically or using another agreed upon method.
- I. Upon reasonable notice, the Company will allow a representative of the Union a minimum of 120 minutes to address new hire Flight Attendants during a day of initial training and take place in the training room. Arrangements for such meetings shall be made by the Training Department and the IAM President-Directing General Chairperson or her/his designee(s). A representative of the Company will be permitted to attend such meetings. The purpose of such meetings shall be to introduce the Flight Attendants to the Union and its officers and to collect membership applications and dues check-off forms. The Union shall not make negative or inflammatory remarks about the Company or its employees during such meetings. Should the Company believe negative or inflammatory remarks were made during the new hire presentation, she/he will notify the IAM President-Directing General Chairperson and/or her/his designee(s) in writing. Such notification will identify the comments alleged to have been made. The Union will take immediate steps to correct the matter and to prevent reoccurrence.
- J. The Company will recognize the Union's Hotel, EAP, Grievance, Negotiating, Uniform, Scheduling, Safety, Legislative, Reserve, OJI, and FMLA Committees. The Spokesperson of each such committee may make written recommendations to the Vice President, Inflight Services, Inflight Services or her/his designee. The Vice President, Inflight Services, Inflight Services or her/his designee, will meet with each Spokesperson and the IAM President-Directing General Chairperson and/or her/his designee(s), quarterly, upon request, at a mutually agreeable time and place, to discuss any written recommendations or specific topics (identified with sufficient specificity to allow the Company representative to prepare adequately for the meeting) that have been submitted at least 5 business days before the meeting.
- K. The Vice-President, Inflight Services shall notify the IAM President-Directing General Chairperson or his/her designee, of any focus group that includes Flight Attendants. Such notification will contain an explanation of the focus group.

L. The IAM President-Directing General Chairperson and/or her/his designated IAM District Representative and a reasonable number of Grand Lodge Representatives of the Union shall be permitted to enter any locations on the Company's system, excluding aircraft, where Flight Attendants are located for the purposes of representing such Flight Attendants upon prior notification to the Company at that location without disrupting Company operations.

M. MNPL (Machinists Non-Partisan Political League) Check-Off Authorization

1. The Company will deduct from the pay of each Flight Attendant covered by this Agreement, and remit to IAM, voluntary contributions to MNPL, provided such employee voluntarily executes a mutually agreed upon authorization. Each duly-executed authorization will be delivered to the Company's Payroll Department and may not be modified for at least one year thereafter.
2. The amount of such monthly deductions and the transmittal of such voluntary contributions will be as specified in such authorization. Authorized deductions will begin, change or terminate effective on the first day of the second month following receipt of such authorization. Such deductions for MNPL contributions will be deducted only if sufficient money remains after all other deductions and withholdings, including monies owed to the Company, standard deductions required by law and Union dues check-off, have been made.
3. Deductions shall be made from each paycheck and forwarded to the IAM by check or wire transfer as soon after the second payday of the month as possible.

MACHINISTS NON-PARTISAN POLITICAL LEAGUE  
Political Action Wage Deduction Authorization Card

I, \_\_\_\_\_, \_\_\_\_\_ hereby  
(Name of Employee) (Employee Number)  
authorize and direct ExpressJet Airlines to deduct from each paycheck the sum of \$ \_\_\_\_\_ and forward this amount monthly to the Treasurer of the Machinists Non-Partisan Political League in accordance with the parties' Agreement.

I have executed this wage deduction authorization voluntarily without any coercion, duress, or intimidation and none of the monies deducted are a part of my dues or membership fees to the local union. This authorization and the making of payments to MNPL are not conditions of membership in the Union or of employment with the company and I understand that the money will be used by MNPL to make contributions and expenditures in connection with Federal Elections. This authorization shall remain in full force and effect until revoked in writing by me in accordance with the parties' Agreement. I also understand that my contributions or gift to MNPL is not deductible as a charitable contribution for federal income tax purposes.

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date)

## SECTION 23 GENERAL

### A. Personnel Files

1. A master personnel file shall be maintained in Human Resources or electronically for each Flight Attendant. A duplicate file may be maintained at the domiciles. The personnel file will contain all documents affecting a Flight Attendant's employment relationship with the Company, except for training and attendance records. No documents contained in files, other than those referred to in this paragraph, will be used to assess discipline.
2. Upon request, a Flight Attendant's file will be made available for inspection by the Flight Attendant at a mutually agreeable time by appointment in the Flight Attendant's domicile at their request. With written permission from the Flight Attendant, a Union Representative may inspect the file at a time mutually acceptable to the Union and the Company.
3. All letters regarding discipline that are placed in a Flight Attendant's file will be given to the Flight Attendant in person, sent electronically to the Flight Attendant using the Company's computer system, or sent to the Flight Attendant by certified mail, return receipt requested or by express delivery no later than 7 days from the date the discipline is rendered.
4. A Flight Attendant will be given a copy (paper or electronic) of any derogatory reports or letters that are placed in her/his personnel file.
  - a. A passenger complaint letter will not be placed in a Flight Attendant's personnel file unless it can be established that she/he is the Flight Attendant identified in the letter.
  - b. The Company will review passenger complaint letters being placed in a Flight Attendant's file with the Flight Attendant.
  - c. The Company will consider any comments or correspondence received from a Flight Attendant regarding a passenger complaint letter and will attach the comments or correspondence to the complaint letter. A copy of the Irregular Operations Report (IOR) or the equivalent, which deals with the flight in question, will also be attached to the complaint letter if the Flight Attendant so requests and if one is filed, provided the IOR makes reference to the incident.
5. Negative reports, materials of unfavorable nature, or documents related to non-attendance discipline that are more than 18 active months old may not be used to assess or support discipline, or make performance evaluations. Any negative reports, materials of unfavorable nature, or documents related to attendance discipline that are more than 12 months old may not be used to assess or support discipline, or make performance evaluations. If a Flight Attendant makes a request and such documents exceed the time limits, above, and are no longer

required to be retained by law, they will be removed from the Flight Attendant's personnel file and promptly destroyed, but no later than 15 days after the Flight Attendant's request. This paragraph will not apply to recurrent training.

6. A Flight Attendant may submit her/his written statement, which will be attached to any observation or evaluation reports placed in her/his file.
7. The Flight Attendant's file maintained by the Human Resources Department will be opened for inspection at a mutually acceptable time at the request of the Flight Attendant or her/his Union Representative(s) with the written permission of the Flight Attendant. Further, the Flight Attendant and her/his Union Representative(s), with the written permission of the Flight Attendant, will be given copies of any material in the file.

#### B. Nondiscrimination

1. The Company and the Union will comply with all applicable federal, state, and local anti-discrimination laws.
2. It is mutually understood and agreed that this Agreement and the terms and conditions thereof apply equally to all employees regardless of race, creed, color, sex, age, national origin, religion, physical or mental handicap, status as a veteran, sexual orientation, or marital status.

#### C. Records

1. A Flight Attendant must maintain and provide the Company with a current address, telephone number, and emergency contact telephone number. A Flight Attendant will not be required to notify the Company of her/his whereabouts on days off or when on vacation.
2. A Flight Attendant will not be required to update her/his employment records more frequently than once a year, except medical records, home address, telephone number, emergency contact telephone number, travel privileges information, and benefits information.
3. A Flight Attendant will not be required to update her/his address, telephone number, or emergency contact telephone number in more than one location/form.
4. A copy of any forms required to be completed by a Flight Attendant will be made available to the Flight Attendant upon request where not electronically available.
5. Any information other than verification of employment, length of service, and earnings requested by any person(s) or agency(ies) (except an authorized governmental agency) will not be released without the written permission of the Flight Attendant involved.

#### D. Travel Privileges

1. The Company will use its best efforts to negotiate favorable pass travel agreements with such carriers with whom ExpressJet enters into capacity purchase agreements.
2. An active Flight Attendant, the Flight Attendant's spouse or domestic partner, parents, eligible dependent children, and the immediate family of deceased Flight Attendants will be granted passes on Company aircraft and nonrevenue or reduced rate travel on other airlines on the same basis as other employees if in accordance with pass travel policies of the Company and of the carriers with whom ExpressJet enters into capacity purchase agreements and interline agreements.
3. The Union will be notified of any changes to the pass travel policy.
4. A retired Flight Attendant will be granted pass travel privileges in accordance with all applicable pass travel policies.

#### E. Indemnification

1. A Flight Attendant shall not be required to pay for damage or loss of Company property on or off any aircraft while performing her/his regular duties, unless caused by the gross negligence or intentional misconduct of the Flight Attendant.
2. If a Flight Attendant is named as a defendant in any civil action for damages (including such action initiated by a fellow employee or any such action or case arising in a comparable tribunal outside of the United States) arising out of such Flight Attendant's performance of her/his duties with the Company, the Company, by and through its insurers, will indemnify and hold harmless the Flight Attendant from any judgment or award rendered against her/him, unless a judgment for damages based on such Flight Attendant's gross negligence or intentional misconduct.
3. Such indemnification of any Flight Attendant is limited by all terms and limitations of the Company's policy with its insurers. This provision will apply to civil actions for damages against a Flight Attendant's estate.

#### F. Telephones/Computers

1. The Company will provide Flight Attendants access to a reasonable number of working telephones for free local calls in each domicile, Wi-Fi access in each domicile, and toll free numbers to Crew Scheduling.
2. The Company will maintain two (2) computers and printing capability for each one hundred (100) Flight Attendants at a domicile. However, no domicile will have fewer than two (2) computers and printing capability available.

#### G. Employment Verification

The Company or its vendor will issue a letter or an electronic notification verifying the status of that Flight Attendant's employment and information concerning length of service and earnings at no charge to the Flight Attendant.

#### H. Orders Electronically

All orders to a Flight Attendant involving a change in domicile, transfer, furlough, recall, and/or leave of absence shall be stated electronically.

#### I. Lounges/Ready Reserve Rooms

The Company will make reasonable efforts to furnish clean, non-public crew lounges, with reasonable amenities, where Flight Attendants are domiciled. The Company recognizes that the Flight Attendants' interest is in having a quiet area with reasonable amenities, which, as a guideline, may include but not be limited to, reclining chairs and/or sofas and storage facilities for crew bags. The Flight Attendants shall be able to use any pilot lounge or ready reserve room, if separate facilities are not provided.

#### J. Copy of This Agreement

1. The Company will make a copy of this Agreement available electronically via PDF within 14 days of Date of signing to each Flight Attendant. The Company will provide each Flight Attendant a copy of this Agreement within 60 days of signing. Additionally, new hires will be provided a copy of this Agreement at the Union presentation during initial training. The cost of printing and distributing this Agreement will be paid by the Company. The Union and the Company will meet and agree on the format in which the Agreement will be printed. Copies of side letters, letters of agreement, and memoranda of understanding will be published electronically within 7 business days of Date of signing and distributed by the Company to the Flight Attendants within 30 days of Date of signing.
2. The Company will provide the Union with 300 copies for its internal use. The Union may use the Flight Attendant mailboxes at each domicile for distributing copies of the Agreement and/or additional copies of side letters, letters of agreement, and memoranda of understanding from time to time as requested by Flight Attendants.

#### K. Parking

1. The Company will provide each Flight Attendant parking at the Flight Attendant's domicile at no cost to the Flight Attendant.
2. Parking will be made available to Flight Attendants at any Company domicile, regardless of that Flight Attendant's domicile, to the extent that: (1) the appropriate airport authority/parking lot lessor allows it; and (2) there is available space in the lot. In the event there is an additional cost for parking outside the Flight Attendant's awarded domicile, the Flight Attendant will have the option to elect the more expensive parking and pay the difference. Under no circumstance

will the Company have to incur any additional cost to provide such space.

3. Parking will only be provided at one location for each Flight Attendant.

#### L. Passports/Visas

1. All Flight Attendants are required to maintain a valid passport. It is the Flight Attendant's responsibility to monitor the expiration date of her/his passport and to obtain a replacement prior to the expiration date, or when an updated passport is required due to name change. This does not apply to Flight Attendants on a leave of absence; however, all Flight Attendants must have a valid passport prior to returning to work.
2. The Company will reimburse a Flight Attendant for the cost of passport renewals, including photos, and visas, if required by the Company. The Company will reimburse government levied expedited processing fees in the event that the Company asks the Flight Attendant to have her/his passport renewal processing expedited or when the passport is stolen while a Flight Attendant is on duty, provided the Flight Attendant provides documentation such as a police report. Appropriate documentation substantiating such cost must be submitted by the Flight Attendant to her/his Base Management within 30 days of her/his payment of the passport renewal or visa fee. [NOTE: this is for necessary renewal of a passport because it is nearing its expiration date, not for any other purpose (e.g., as a result of a name change, when the passport is lost or stolen (not while on duty), addition of pages, etc.)]
3. Flight Attendants who renew their passport by mail must:
  - a. Apply for renewal no later than 30 days prior to the expiration date;
  - b. Notify the Company electronically that her/his passport has been submitted for renewal and if requested, provide a copy of the mailing receipt to document that the passport has been sent for renewal (this will notify the Company that she/he cannot be assigned by Crew Scheduling to international trips due to her/his passport being renewed); and
  - c. Make her/his best effort to avoid international flying while the passport is out for renewal.

#### M. Flight Attendant Manual

A Flight Attendant shall be provided a Flight Attendant manual at no cost. Replacement of such manual shall be in accordance with Company policy. If any cost is incurred due to manual replacement, such cost may be payroll deducted at the Flight Attendant's option. The Company will ensure that there are Flight Attendant Manuals in each base available for loan, with no less than 1 loaner manual per base.

## N. Commuting Policy

1. Flight Attendants are responsible for reporting for assignments in a timely manner. These provisions are not intended to relieve Flight Attendants of that responsibility. While Flight Attendants are expected to use their best efforts to report for their assignment, they will not be unreasonably required to continue to remain at the airport after meeting the requirements of the provisions below.
2. Compensation
  - a. Lineholder Flight Attendant
    - (1) A Commuting Flight Attendant who complies with this policy but does not report for her/his assignment on time will not receive any pay or credit for any flight assignment missed and will have her/his Minimum Monthly Guarantee adjusted in accordance with Section 3, Compensation.
    - (2) A Commuting Flight Attendant will be eligible for pay and credit only for any portion of her/his flight assignment that she/he actually flies or for which she/he is rescheduled (not including any deadhead to join her/his originally scheduled or rescheduled trip) after she/he has reported for duty following her/his commuting failure.
  - b. Reserve Flight Attendant

If Crew Scheduling releases the Reserve Flight Attendant, the Reserve Flight Attendant's Minimum Monthly Guarantee will be adjusted in accordance with Section 3, Compensation, to reflect that the Reserve Flight Attendant was not available for their reserve on-call period. If Crew Scheduling does not release the Reserve Flight Attendant, her/his Minimum Monthly Guarantee will not be adjusted.
3. If a Commuting Flight Attendant anticipates she/he will not arrive at her/his domicile in sufficient time to report for her/his assignment because of a delay or cancellation of her/his Commuting Flight(s) or because of the unavailability of a seat on her/his Commuting Flight(s) or because of any of the qualifying circumstances under the Ground Commuting Policy, as listed in 7., below, she/he will notify Crew Scheduling as soon as possible. The Flight Attendant must inform the Crew Scheduler that she/he is invoking the Commuting Flight Attendant policy. The Commuting Flight Attendant will, upon request, provide the Crew Scheduler with the carrier, flight number, and departure time of her/his Commuting Flight(s). The Commuting Flight Attendant will then make every effort to report to her/his assignment location as soon as practicable unless directed otherwise by Crew Scheduling.
4. In the event of extreme interruptions to airport operations that affect a Flight Attendant's ability to report for her/his assignment (e.g., airport closure, terminal

closure, security breach, etc.), she/he will receive no disciplinary action.

#### 5. Effect of a Commuting Failure

A Commuting Flight Attendant who has complied with the procedures set forth in this Section but is unable to report to her/his flight assignment at report time (if a Lineholder Flight Attendant), or to position her/himself to begin her/his reserve on-call period (if a Reserve Flight Attendant), through no fault of her/his own and solely because of a delay, cancellation, or unavailability of a seat on her/his Commuting Flight(s) or because of any of the qualifying circumstances under the Ground Commuting Policy, as listed in 7., below, will not be subject to discipline or occurrence as a result of her/his inability to report or begin her/his on-call period on time. A Commuting Flight Attendant who avoids discipline or an occurrence because of this policy will be entitled to use this policy only 16 times in any rolling 12 month period.

#### 6. Air Commuting Policy

##### a. Election of Commuting Status

A “Commuting Flight Attendant” is a Flight Attendant who may designate up to 3 airports within 150 AAA miles of the Commuting Flight Attendant’s principal residence from which the Commuting Flight Attendant may commute. The Company will provide an electronic form for this purpose. A Commuting Flight Attendant may change her/his designated airport(s) with 30 days’ written notice. A Commuting Flight Attendant may not use this policy to commute from a non-designated airport.

##### b. Air Commuting Flight Attendant Procedures

- i. This policy covers a Commuting Flight Attendant who is (1) a Lineholder Flight Attendant commuting to a flight assignment; or (2) a Reserve Flight Attendant commuting for the purpose of her/his reserve on-call period. A Reserve Flight Attendant will be required to be in position for her/his reserve on-call period regardless of trip assignment, unless released by Crew Scheduling. The Commuting Flight Attendant must be listed as a non-revenue passenger in accordance with 6.b.i, below, in the computer reservations system of a carrier. Such listing is the sole responsibility of the Commuting Flight Attendant. It is the Commuting Flight Attendant’s responsibility to provide the following:

- a. Documentary proof of an available seat not more than 6 calendar days in advance of the date of the scheduled departure (e.g., screen shot of booking totals in employee listing system, if available or jumpseat request form issued at the airport) and

- b. Documentary proof of at least two (2) printed documents (i.e., boarding pass issued at the airport or other documents issued at the airport). The boarding document must be printed from an airport kiosk or documentation provided by a ticket agent. Boarding documents printed by other means, i.e. the flights prints to boarding documents from her/his home computer, will not be accepted.
  - c. The Flight Attendant will be required to submit two (2) printed documents to her/his Inflight Management within 30 calendar days after the invocation of this policy. Failure to do so will result in absence being notated on the Flight Attendant's attendance record.
- ii. A Commuting Flight Attendant must be listed on a flight between one of her/his designated airports and the airport at which her/his assignment originates. A Commuting Flight is one on which she/he expects to commute to work. The Commuting Flight must be scheduled to arrive at the airport at which her/his assignment originates before her/his assigned report time or beginning of her/his reserve on-call period.
- c. A Flight Attendant may elect to use jumpseat privileges as permitted by the carrier for her/his Commuting Flight on which she/he is listed and, when doing so, will be considered to have complied with the provisions of this Section.
  - d. In order to comply with the documentation requirements in paragraph 6.b.i., above, a Flight Attendant utilizing jumpseat/cabin seat privileges may provide a jumpseat request form issued at the airport and be deemed to have fulfilled their obligation to produce documentation.
  - e. Reassignment

A Commuting Flight Attendant who will be unable to report to her/his domicile as scheduled for any reason covered by Section 23.N. must notify Crew Scheduling as soon as possible. Crew Scheduling may:

- i. Deadhead the Commuting Flight Attendant, without pay or credit, to join her/his trip; or
- ii. Place the Commuting Flight Attendant on her/his trip when it transits through her/his domicile; or
- iii. Reschedule the Commuting Flight Attendant for another trip ending no later than her/his original

trip; or

- iv. Remove the Commuting Flight Attendant from the trip or reserve on-call period without pay. Such day(s) will not be considered a day of work; or
- v. Reschedule the Commuting Flight Attendant for any other substitute assignment which is mutually agreeable to the Flight Attendant and Crew Scheduling.

f. Applicability to Reserve Flight Attendants

The provisions contained in this Commuter Policy will apply to a Reserve Flight Attendant prior to an assigned on-call period and only when the Reserve Flight Attendant is commuting to her/his on-call period. These provisions do not apply to a Reserve Flight Attendant who fails to notify Crew Scheduling of the commuting failure before the start of her/his on-call period.

7. Ground Commuting Policy

- a. This provision governs circumstances in which a Flight Attendant is unable to report for a scheduled assignment due to any of the following:
  - i. Natural disasters or unforecasted severe weather conditions (e.g., blizzards, hurricanes, earthquakes, and/or other similar events); or
  - ii. Hazardous or impassable roads; or
  - iii. En-route mechanical problems; or
  - iv. Unforeseen transit delays.
- b. This provision applies to a Flight Attendant whose usual mode(s) of transportation to report for work are rendered unavailable by any of the conditions in 7.a., above, only if there are no other reasonable alternative means of timely reporting for her/his scheduled assignment.
- c. This provision does not apply to any other circumstance or condition related to a Flight Attendant's failure to report for her/his scheduled assignment, or to timely report for her/his scheduled assignment, including personal emergencies.
- d. Any Flight Attendant affected by the circumstances in 7.a. and 7.b., above, must submit documentation(s) of the above circumstances by their next scheduled duty period.
- e. The Company will consider the documentation submitted by the Flight

Attendant and will determine whether the circumstances are covered by the above policy.

- f. Application of this policy will mirror the application of the policy for Flight Attendants who commute by air, as contained in 1. through 6., above.

O. Disaster Assistance

A Flight Attendant who is unable to report for work due to a natural disaster will be removed from her/his scheduled duty upon request. Such instances will be considered an absence without pay, discipline, and/or occurrence.

P. New Equipment

1. In the event the Company was to acquire or utilize a new type of aircraft of more than 100 seats or requiring 3 or more Flight Attendants, the Company will staff Flight Attendant in accordance with Section 1 of this Agreement. The Company will meet and confer with the Union no later than 60 days prior to placing the new aircraft into revenue service to negotiate, in accordance with Section 6 of the Railway Labor Act, rates of pay for such equipment and any necessary modifications to rules and working conditions. In the event parties are unable to reach agreement by the 30<sup>th</sup> day prior to the date the aircraft is scheduled to be placed in revenue service, the issues will be submitted to final and binding arbitration.
2. The Company and the Union recognize a desire and need to handle the process in P.1., above, within the time limits set forth in this paragraph. It is further recognized that the Company and the Union may agree to reasonable time limit extensions.
3. Upon final agreement, or the issuance of the arbitrator's award, retroactive wages, if applicable, will be paid to all Flight Attendants who were entitled to pay in connection with the introduction of the new equipment from the first day the large aircraft is placed into revenue service.
4. Nothing set forth in Section 23 P. shall prevent the Company from introducing new equipment into revenue service before an agreement is reached or an arbitrator's award is issued governing the applicable terms and conditions.

Q. The Company will provide the IAM President-Directing General Chairperson and/or her/his designee(s) with event notifications, official notices and postings pertaining to Flight Attendants, and any document which is posted in any Company handbook, manual, or policy pertaining to Flight Attendants prior to the effective date of such change(s).

R. Jumpseat

1. All unoccupied passenger cabin seats will be considered open seats, subject to the pass travel policies of the carriers with whom ExpressJet enters into capacity

purchase agreements. The jumpseat policy will apply to all those unoccupied seats after all pass riders have been issued seat assignments.

2. The Company will not charge a Flight Attendant employed by the Company for occupying the jumpseat.
  3. Detailed jumpseat priorities, policies, and procedures will be outlined in the Flight Attendant Manual. The Company will consult with the Union when setting or changing priorities or procedures.
  4. The Company will use its best efforts to achieve reciprocal Flight Attendant jumpseat agreements with such carriers, which allow ExpressJet Flight Attendants to utilize cabin jumpseats on aircraft operated by such carriers.
  5. The Company will make available a list of all reciprocal jumpseat agreements to the Flight Attendants.
  6. A Flight Attendant will not be required to but may, on a volunteer basis, utilize a jumpseat for the purpose of deadheading/positioning.
- S. The IAM President-Directing General Chairperson or her/his designee will be provided with unredacted copies of all CPAs to which the Company is a party, and changes to such CPAs, within 10 days after the effective date of each such CPA and of changes thereto. Confidential information provided under this paragraph will be covered by appropriate confidentiality agreements agreed to by the Company and the Union.
- T. The terminology and definitions used in this Agreement will be consistent with the Company operations and administration of this Agreement and will reflect the true intent and understanding of the parties. The Company will not develop or utilize new terminology, classifications, system functions for bidding software, administrative procedures and functions, terms or conditions other than required in this Agreement unless mutually agreed to in writing.
- U. Savings Clause
1. Should any part of this Agreement become invalid by reason of any existing or subsequently enacted legislation or court decision, such invalidation of any part or provision of the Agreement will not invalidate the remaining portions, which will remain in full force and effect. In the event of such invalidation, the Parties agree that the invalid practice will be abandoned, and the Company will comply with the legislation or court decision. In addition, should any part of this Agreement or any Company policy or practice which pertains to a mandatory subject of bargaining become invalid by reason of any existing or subsequently enacted legislation, regulation, or court decision, the Parties agree to meet and confer for the purpose of agreeing upon a cure to their invalidity. If the Parties are unable to reach agreement, the matter will be referred to a neutral arbitrator on an expedited basis.

V. Entire Agreement Clause

This Agreement shall supersede and take precedence over all prior agreements between the Company and the Union.

## **SECTION 24 MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Company retains discretion and authority to manage its operations and direct its workforce. Such rights include, but are not limited to, the right to hire, promote, demote, transfer, furlough and recall; to assign and reassign duties (customarily and previously performed by Flight Attendants), schedules and hours of work; to schedule and utilize management Flight Attendants; to maintain good order and efficiency; to discipline and discharge Flight Attendants for just cause; to establish and, from time to time, amend rules, regulations and procedures; to establish and, from time to time, amend the operations manual; to determine qualifications for initial employment; to determine uniform qualifications for continued employment or other promotions; to determine the quality of service; to determine the means of providing services to its passengers, including the size, type and number of aircraft to be utilized in providing the service; to determine the methods of administering and selling its service; to determine the size and composition of the Flight Attendant workforce; to establish new routes, services, schedules, and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to contract out all or part of its Flight Attendant training; and to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment.

Any of the rights the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified by this Agreement.

**SECTION 25**  
**SAFETY, HEALTH, AND SECURITY**

A. IAM Safety, Health, and Security Committee

1. The Company will notify the IAM President – Directing General Chairperson and/or her/his designee(s) of safety evacuation demonstrations and allow the IAM President – Directing General Chairperson and/or her/his designee(s) to attend such demonstrations.
2. The Company will notify the IAM President – Directing General Chairperson and/or her/his designee(s) within 30 days following the Company’s acquisition of a new aircraft type (including a different series from the same manufacturer). Upon written request, the Vice President, Inflight Services, Inflight Services or her/his designee will meet with the IAM President – Directing General Chairperson and/or her/his designee(s) at a mutually agreeable time and place to discuss issues and concerns affected by such aircraft acquisition.
3. The Company will provide the IAM President – Directing General Chairperson and/or her/his designee(s) with the following reports:
  - a. A copy of the OSHA 300 Report when prepared as provided by law; and
  - b. The Company’s Emergency Response Plan.

B. Emergency Response

1. In the event of an aircraft accident (as defined by the NTSB) involving Company aircraft and Flight Attendants, the Company will notify the IAM President – Directing General Chairperson and/or her/his designee(s) as soon as reasonably practicable, following Company notification of such event and Company communication with the relevant Company Operations Director and the Federal Aviation Administration, but not to exceed 1 hour from the time of the accident. Such notification will be by a mutually agreeable method.
2. Up to 3 Flight Attendants who have completed IAM safety training which includes accident investigations, including blood borne pathogens, will be granted Union leave to participate in an aircraft accident investigation involving Company aircraft.
3. Flight Attendants granted Union leave pursuant to 2., above, will be provided with positive space pass travel for the duration of the investigation between their domicile and the airport nearest to the accident site, in accordance with applicable pass travel policies, with the approval of the mainline carrier. If there is a cost incurred, the Union will reimburse the Company for such pass travel.

4. The Company will promptly notify the designated emergency contact of a Flight Attendant who has been injured in an accident (as defined by the NTSB) while on duty if she/he is unconscious or otherwise not physically able to make such notification. A Flight Attendant's designated emergency contact will also be promptly notified if she/he is involved in a hijacking while performing the duties of a Flight Attendant for the Company, provided that the Company is not restricted by any governmental authority for releasing such information.
5. In the event of a major accident (as defined by the NTSB), the Company shall pay the Minimum Monthly Guarantee for the Flight Attendant(s) on duty during the 12 months immediately following the accident, less any payments from workers' compensation and any other insurance payouts (i.e., long term disability, short term disability, etc.). In addition, the Company shall pay the employer's share of health insurance premiums for the first year.
6. If the Company schedules a meeting with a Flight Attendant as part of a non-disciplinary investigation (as it relates to the Flight Attendant) of an aircraft accident (as defined by the NTSB), the Company shall release the Flight Attendant from the schedule, with pay and credit, for purposes of the meeting. If the meeting falls on a Flight Attendant's scheduled day off, it will be treated like any other rolled day off in accordance with Section 4. Should the meeting involve travel from the Flight Attendant's home, she/he will be provided with positive space fee waived travel to and from the meeting, if applicable pass travel policies allow and there is no additional cost to the Company. A Union Representative or another Flight Attendant may accompany the Flight Attendant to such meeting.

#### C. Company Safety Committee

The Union may appoint up to 2 representatives to the Company's Safety Committee, which will be invited to participate in the meetings of the Committee. Any cost associated with attendance at such meetings will be the responsibility of the Union.

#### D. Health

1. The Company recognizes the need to address Flight Attendant nutritional needs during duty periods involving flight operations.
2. The Company shall provide a minimum of a liter of bottled water on the aircraft for working crewmembers and access to filtered water in the crew rooms for Ready Reserve Flight Attendants during each duty period.
3. A Flight Attendant who is working on an aircraft without a functioning lavatory may, after the passengers have deplaned after each leg, leave the aircraft to address her/his physiological needs caused by the absence of the functioning lavatory. The Flight Attendant will make every reasonable effort to avoid any adverse effects on the Company's operations.

4. A Flight Attendant may occupy the Flight Attendant jumpseat, provided that the Flight Attendant's duties are not adversely affected.
5. A Flight Attendant may purchase all or part of the demo equipment at the Company's actual cost.
6. The Company will make available antimicrobial hand wipes and/or hand sanitizer for use by Flight Attendants during those times when running water and/or soap may not be available on the aircraft.
7. For use after beverage service and before landing for tidying and picking up trash in conjunction with cabin service, a Flight Attendant will be provided with latex gloves. Flight Attendants are not relieved of any job responsibility if the aircraft are temporarily missing latex gloves. The Company is responsible for maintaining a supply of latex gloves for use by Flight Attendants in accordance with this paragraph.
8. The Company shall reimburse a Flight Attendant for the cost of a Hepatitis A and B inoculations, if required by the Company, and with the submission of acceptable documentation.
9. Inoculations recommended by a United States governmental agency for any destinations served by the Company shall be made available to the Flight Attendants without charge. Such inoculations will be provided at Company designated locations only. It will be the Flight Attendant's responsibility to keep her/his inoculation records current.
10. A Flight Attendant will not be required to remain onboard an aircraft that is undergoing a ground pressurization check.

#### E. Safety

1. The Company will make prompt inquiries into written complaints received by the Vice President, Inflight Services, Inflight Services or her/his designee from the IAM President – Directing General Chairperson and/or her/his designee(s) regarding safety issues arising from ground deadhead transportation.
2. The Company will consider the recommendations of the IAM President – Directing General Chairperson and/or her/his designee(s) regarding the configuration of safety or emergency equipment on the aircraft.
3. A Flight Attendant shall not be required to perform a bomb search, other than in flight (i.e., the plane is in the air), and shall not be required to remain onboard an aircraft during such a search. The Company will continue to provide Flight Attendant training, as provided by law, on conducting such searches.

4. When the Captain has notified passengers to remain seated due to expected turbulence, the Flight Attendant may keep the jumpseat accessible for quicker access while she/he conducts cabin service.

#### F. General

The Company shall notify the IAM President – Directing General Chairperson and/or her/his designee(s) before implementing a major change in service or galley configuration.

#### G. Drug & Alcohol Policy

##### 1. Part 1 – Testing Occasions

###### a. Random Testing

- i. A Flight Attendant will be subject to random drug and/or alcohol testing to the extent required by applicable federal regulations.
- ii. The Company may conduct random drug and/or alcohol testing of a Flight Attendant any time just before, during, or just after a trip sequence. A Flight Attendant undergoing drug and/or alcohol testing will, for the purpose of Federal Aviation Regulations relating to the duty time and minimum rest, be deemed to be on duty until the testing collection process is completed.
- iii. Following positive verification of photographic identification, a Flight Attendant selected for random drug and/or alcohol testing will be given a written notice, in duplicate, stating the location where the Flight Attendant is to report for the collection process, and advising her/him that refusal or failure to immediately report and to provide the required urine and/or breath specimen will result in termination of the Flight Attendant's employment.

###### b. Post-Accident Testing

- i. Post-accident drug and/or alcohol testing of a Flight Attendant will be required when the Designated Employer Representative (DER) or other trained personnel in Drug Abatement determines that an event has occurred which constitutes an aircraft "accident" as defined in applicable federal regulations and the Flight Attendant's performance contributed to the accident and/or her/his performance cannot be completely discounted as a contributing factor to the accident.

- ii. A Flight Attendant required to submit to post-accident testing shall do so as soon as possible after the accident. If unusual circumstances result in a delay of the testing, the Flight Attendant must remain available for alcohol testing for a period of 8 hours following the accident. Normally both drug and alcohol test collection will be required and will be administered at the same time.
- iii. If the Flight Attendant has incurred significant physical injury in the accident, medical treatment will take priority over drug and/or alcohol testing. Drug and/or alcohol testing shall be accomplished as soon as possible after necessary medical aid has been rendered.

c. Reasonable Cause Drug Testing

When reasonable cause exists, based on observable and objective criteria, to believe that a Flight Attendant is using drugs prohibited by applicable federal regulations, the Designated Employer Representative (DER) or other trained personnel in Drug Abatement may require that the Flight Attendant submit to drug testing. Reasonable cause must be established by direct observation by 2 management officials, 1 of whom may be a management designee, and 1 of whom must be trained in detecting the indications of drug use. The 2 officials must substantiate and concur in the decision to recommend that the Flight Attendant be tested. When the determination is made, the testing will be done promptly. Reports and observations must be documented.

d. Reasonable Cause Alcohol Testing

When reasonable cause exists, based on articulable observation of the Flight Attendant's appearance, behavior, speech, or body odors, to believe that a Flight Attendant is using alcohol in a way in which is prohibited by applicable federal regulations, the Designated Employer Representative (DER) or other trained personnel in Drug Abatement may require that the Flight Attendant must submit to alcohol testing. Reasonable cause, based on such articulable observation must be established by direct observation by a management official who is trained in detecting the indications of alcohol abuse. When the determination is made, the testing will be done promptly. The reason for any delay shall be documented.

2. Part 2 – Drug Testing Procedures

a. Specimen Collection

- i. The Company may elect to have collections services performed by a third party agency.

- ii. Collection and shipment of urine specimens for drug testing shall be in accordance with applicable federal regulations.
- iii. Urine specimens shall be split. If testing of the first half of the specimen yields a confirmed negative result, the Company shall order that the second half of the specimen be destroyed.

b. Drug Testing Laboratories

Drug tests will be performed only at laboratories certified by the Department of Health and Human Services (HHS) in accordance with 49 CFR Part 40 Subpart F 40.81.

c. Medical Review Officer

- i. The Company shall designate the medical review officer (MRO). The MRO will be a licensed medical doctor who has knowledge of substance abuse.
- ii. The MRO shall perform her/his responsibility in accordance with applicable federal regulations.

d. Retesting

- i. A Flight Attendant who has been notified that her/his test resulted in a confirmed verified positive finding may request testing of the split portion of the specimen by a second HHS certified laboratory, provided she/he does so within 72 hours following such notification in accordance with 49 CFR Part 40 Subpart H 40.171.
- ii. Should the test of the split portion of the initial specimen be negative, the test shall be considered to be negative. At the Flight Attendant's request, the Company will payroll deduct the cost of testing the split specimen.

e. Positive Drug Tests

- i. After receiving a confirmed positive, but before verifying that result, the MRO will make all reasonable attempts to contact the Flight Attendant (including, if necessary, requesting that the Designated Employer Representative, direct the Flight Attendant to contact the MRO) to discuss the test result.
- ii. Following the discussion with the Flight Attendant and any other appropriate inquiry, the MRO will determine whether to verify the test result.

- iii. In the event that the MRO verifies the confirmed positive result, she/he shall in addition to any other duties, refer the matter to the Designated Employer Representative (DER) who shall notify the Flight Attendant's supervisor.

3. Part 3 – Alcohol Testing

Testing for alcohol shall be conducted in accordance with applicable federal regulations by appropriately certified personnel. The Company shall not be obligated to preserve breath specimens for retesting.

4. Part 4 – Consequences of a Verified Confirmed Positive Drug Test

a. Inadvertent Ingestion

- i. Inadvertent and unknowing ingestion of any drug of abuse (or its metabolite) shall not be grounds for discipline.
- ii. The burden of proving inadvertent or unknowing ingestion rests upon the Flight Attendant.

b. Illicit Drugs

- i. Except as described in a., above, on her/his first such occasion, a Flight Attendant who has a verified confirmed positive drug test, shall be given the following option:
  - a. Voluntary resignation without eligibility for rehire.
  - b. Termination for cause. However, a Flight Attendant exercising this option may be conditionally reinstated subject to the following terms and conditions:
    - i. The Flight Attendant must submit to initial evaluation by a Substance Abuse Professional (SAP) of the Company's choosing. Eligibility for conditional reinstatement will not be contingent upon a diagnosis of chemical dependency.
    - ii. If rehabilitation is recommended, the Flight Attendant must successfully complete the course of rehabilitation recommended by the Substance Abuse Professional (SAP), including all continuing terms and conditions attached to such course of rehabilitation. The rehabilitation will be directed and facilitated by the Substance Abuse Professional (SAP), but will be funded entirely by the Flight Attendant, except that she/he shall not be precluded from using any insurance benefits to which she/he is otherwise entitled.

- iii. The Flight Attendant must execute and deliver to the Inflight Management an undated letter of resignation to be used to terminate the Flight Attendant's employment should she/he fail to satisfy any of the terms of G.4.b., above or of the rehabilitation directed by the SAP.
- iv. During the remainder of her/his career with the Company, should the Flight Attendant subsequently fail any drug test, the undated letter of resignation will be accepted by the Company, and her/his employment severed.
- v. The Flight Attendant shall commit, in writing, to remain drug free for the remainder of her/his career at the Company, she/he shall be obligated only to submit to such further testing as may be required by applicable federal regulations.
- vi. If the Flight Attendant fails to comply with the provisions of the conditional reinstatement, termination will result, and her/his right to challenge such termination through the grievance process shall be waived. No grievance of the matter shall be permitted.
- vii. A Flight Attendant who is offered conditional reinstatement shall be solely responsible for completing all required training to ensure she/he is qualified and current to perform the duties of a Flight Attendant.
- viii. If a Flight Attendant elects to use this option G.4.b.i.b. above, but the Company nevertheless declines to conditionally reinstate her/him despite her/his compliance with the terms of this Paragraph, the Company shall reimburse her/him for all out of pocket costs for her/his course of rehabilitation.

#### 5. Part 5 – Consequences of a Positive Alcohol Test

- a. When a Flight Attendant's breath alcohol test indicates an alcohol concentration between 0.02 and 0.039, she/he shall be retested no sooner than 15 minutes from the administration of the initial test. If the second test also indicates an alcohol concentration between 0.02 and 0.039, the Flight Attendant shall not be permitted to resume flight duties until either 8 hours have elapsed since the original test, or her/his breath alcohol test indicates an alcohol concentration less than 0.02. If the second test indicates an alcohol concentration less than 0.02, the test shall be considered negative, and the Flight Attendant shall be permitted to resume flight duties.
- b. If a Flight Attendant's breath alcohol test indicates an alcohol

concentration of 0.04 or greater, she/he shall be required, as a condition of continuing employment, to undergo evaluation by the Substance Abuse Professional (SAP) of the Company's choosing and to complete any rehabilitation recommended by the SAP prior to resuming any flight duties. Such rehabilitation shall be funded entirely by the Flight Attendant, except that she/he shall not be precluded from using any insurance benefits to which she/he is otherwise entitled. In addition, she/he shall be subject to return-to-duty and follow-up testing as required by federal regulations from the date of her/his completion of the formal rehabilitation program.

- c. If at any time during the balance of the Flight Attendant's career she/he has a breath alcohol test indicating an alcohol concentration of 0.04 or greater, she/he shall be forever barred from working as a Flight Attendant for the Company, or from performing any other safety sensitive duties at the Company.

#### 6. Part 6 – No Notice Testing

- a. No notice is drug and/or alcohol testing administered by the Company in aid of rehabilitation as described elsewhere in this Part. A Flight Attendant will be subject to no notice testing under each of the following circumstances:
  - i. The Flight Attendant has submitted to a rehabilitation program requiring no notice testing.
  - ii. A System Board of Adjustment has directed no notice testing.
- b. During the period a Flight Attendant is subject to no notice testing, the Company may require no notice drug and/or alcohol testing as frequently as it deems necessary or advisable.
- c. No notice testing may be conducted just before, during, or just after any trip sequence.

#### 7. Part 7 – Voluntary Rehabilitation

A Flight Attendant who has not had a verified confirmed positive drug test result or a breath alcohol test indicating an alcohol concentration in violation of DOT regulations, may enter voluntarily into any FAA-approved drug and/or alcohol rehabilitation program, including any such program recommended by the Company's EAP. A Flight Attendant who has voluntarily entered into a rehabilitation program pursuant to this Part shall be entitled to use any accumulated sick and/or vacation pay to the extent needed to complete the rehabilitation program. Upon completion of the formal rehabilitation program, the Flight Attendant shall assume the position to which she/he is otherwise entitled by the terms of this Agreement.

8. Part 8 – Refusal or Failure to Cooperate

A Flight Attendant who refuses or fails to cooperate in any drug or alcohol test as mandated by applicable federal regulations or by this Agreement, or in any rehabilitation related testing by refusing to provide a breath or urine specimen, or a breath or urine specimen of sufficient quantity will be withheld from service without pay pending investigation. If the investigation fails to find a valid medical reason for the Flight Attendant's failure to cooperate or in the case of an insufficient specimen if a medical evaluation determines that there was no genuine inability to provide the required specimen, she/he shall be terminated.

9. Part 9 – General

- a. Consistent with applicable federal regulations and G.1.a.iii., above, a Flight Attendant will be permitted to notify the Union regarding any matter concerning this Section as soon as possible.
- b. Except for no notice testing, drug testing shall be limited to those drugs (and their metabolites) listed in applicable federal regulations.
- c. In the event that the Flight Attendant requests or applicable federal regulations require that a blood test be accomplished, the drawing of the blood shall only be done by a trained, qualified, medical professional, and only in a clinical setting.
- d. It is the parties' intent that this Section be and remain in full compliance with all applicable federal laws and regulations. In the event that any portion of this Section is found not to be in compliance with such laws and regulations, or if later amendments to existing laws and regulations or new laws and regulations are adopted which are not consistent with the provisions of this Section, the parties will meet and confer regarding changes necessary to bring the Section into compliance.

## **SECTION 26 BENEFITS**

### **A. Insurance**

1. All insurance benefits (e.g. life, dependent life, medical, short-term disability, long-term disability, dental, loss of license, etc.) that are presently offered to the Flight Attendants or hereafter made available to Company employees shall continue to be offered and will be made available on the same or comparable terms to Flight Attendants covered by this Agreement.
2. Should any improvements and/or additions to the current policies be made available to other employee groups within the Company, the same improvements and/or additions shall be offered to the Flight Attendants.
3. A Flight Attendant's monetary contribution(s) for life, personal accident, medical, dental and vision insurance, including, but not limited to contribution(s) for monthly premiums and co-pays shall not exceed or be increased more than monetary contributions required of any other Company employees for the same insurance. In no event will a Flight Attendant be required to contribute more than 25% of the cost for coverage under the group medical plan and/or group dental plan. The Company will make every attempt to keep Flight Attendant contributions as low as possible.
4. The Company will make every attempt to ensure that insurance policies (e.g. Dental, Medical, or Vision) will not contain an exclusion of benefits for acts of war or terrorism encountered by a Flight Attendant while acting in the scope of her/his employment.
5. A Flight Attendant will be eligible to participate in the insurance plans described in this section on the first day of the month following 30 days of active service after the date the Flight Attendant begins training.
6. An active Flight Attendant's contributions to insurance premiums will be paid through payroll deduction. An inactive Flight Attendant (i.e. Flight Attendant on a Leave of Absence) may be required to pay insurance premium contributions manually.

### **B. Medical/Dental/Vision**

1. The Company shall continue to offer the current medical plans (EPO 90, PPO \$300, and PPO \$1,500) or comparable plans, to all Flight Attendants and their eligible dependents. The employee premium share for any health plan offered shall not exceed 25% of the total monthly premium.
2. The Company shall provide the present or comparable Group Medical Plan and Group Dental Plan for Flight Attendants and their eligible dependents.
3. The Company shall provide the present or comparable Vision Care Plan for Flight Attendants and their eligible dependents.

4. The Company will continue to provide a Flexible Spending Account to the extent allowed by applicable law.

C. Short-Term Disability

The Company shall provide the present or comparable short-term disability plan.

D. Long-Term Disability

The Company shall provide the present or comparable long-term disability plan. For up to the first twenty-four months of coverage, the definition of “disability”, as defined by the long-term disability policy, for a Flight Attendant for the purposes of this section is an inability to perform the material and essential duties of her/his regular occupation due to illness or injury. After the first twenty-four months of coverage, “disability” or “disabled”, as defined by the long-term disability policy, means a Flight Attendant is prevented from performing one or more of the essential duties of any occupation with comparable wages.

E. Accidental Death and Dismemberment (AD&D)

The Company shall provide the present or comparable AD&D plan.

F. Life Insurance

1. The Company shall provide the present or comparable Company-paid life insurance and dependents life insurance plans for Flight Attendants and their eligible spouse and dependent children.
2. The Company shall continue to provide the present or comparable voluntary Supplemental Group Life Insurance through payroll deduction.

- G. The Company will provide substance treatment insurance coverage at the in-network level of benefits, provided that the Flight Attendant seeks treatment from an in-network provider, to facilitate the Flight Attendant’s FAA-recertification if such certification has been revoked by the FAA as a result of the Flight Attendant’s substance abuse problem.

H. Same Sex Domestic Partner Benefits

1. If at any time same sex marriage is no longer recognized by law, Flight Attendants shall be entitled to designate a same sex domestic partner in lieu of a spouse for the following benefits to the extent allowed by law:
  - a. Medical, Dental and Vision care insurance,
  - b. Dependent life insurance; and,
  - c. COBRA

2. To the extent reasonably possible, benefits, described in H.1. above, and applicable only if same sex marriage is no longer recognized by law, will be provided on a basis consistent with similar benefits for Flight Attendants' spouses. However, Flight Attendants obtaining domestic partner benefits shall be responsible for cost(s) incurred which are not incurred or borne by the Company for the same benefit(s) when provided to Flight Attendants' spouses (e.g., federal and state tax liabilities). The Company will deduct all such additional costs from Flight Attendants' paychecks.

I. General

1. The overall level of benefits described in this section will remain comparable for the life of this agreement. However, the Company may substitute another vendor to administer or insure the benefits or administer or insure those plans itself. These benefit programs may be deleted, modified or amended by the Company. Prior to making any changes in benefits, and/or premiums, which change the required contributions from Flight Attendants, the Company will notify the Union and provide the Union the opportunity to discuss such changes.
2. Upon request by either party, the Union and Company members will meet to review and discuss issues related to benefits.
3. The Company will share information with the Flight Attendants regarding benefits, costs, claims experience and possible plan design changes to the maximum extent and as early as possible to provide for effective consultation.

J. Retiree Benefits

1. Flight Attendants eligible for retirement and any Company-offered retiree benefits will be defined by present Company policy and applicable law.
2. 401(k)
  - a. The Company will provide a 401(k) plan in which all active Flight Attendants may participate.
  - b. The Company will make matching contributions each pay period to each participating Flight Attendant's account in 401(k) Plan based on her/his active service as follows:

Completed Years of Service:

Less than 5 years	4%
5 but less than 10	5%
10 years and over	6%

- c. A Flight Attendant will be vested in the Company's contribution to her/his account in the 401(k) Plan based on her/his length of active service with the Company in accordance with the table below:

Completed Years of Service	Percent Vested
1 year	0%
2 years	20%
3 years	40%
4 years	60%
5 years	100%

- d. A new hire Flight Attendant will be automatically enrolled in the 401(k) plan at a Flight Attendant contribution rate of three percent (3%). Such Flight Attendant will be entitled to opt-out at her/his discretion as well as increase or decrease the contribution rate as allowed by the plan. The automatic three percent (3%) contribution will default to a target fund, or its qualified equivalent, until changed by the Flight Attendant.
- e. A Flight Attendant will be permitted to contribute up to the maximum allowed by applicable law.
- f. The 401(k) Plan will be effective at date of signing to include a catch-up contributions provision so that Flight Attendants who are age fifty (50) or over may make additional pay reduction contributions to the maximum extent permitted by applicable law, as adjusted from time to time.
- g. A Flight Attendant's contribution to the 401(K) Plan will be reflected on the pay stub for each pay period.
- h. The 401(k) plan will provide participants with self-direction options.
- i. The 401(k) plan will include internet access for implementation of the self-direction options. The Company reserves the right to evolve the access capability as technology changes.
- j. The Company's match of a Flight Attendant's contributions to the Flight Attendant's account in the 401(k) Plan will be deposited in the Flight Attendants 401(k) account each pay period, but no later than the last day of the succeeding month.
- k. The 401(k) Plan will not be discontinued during the term of this Agreement without written approval of the Union. Should it be necessary to make a substantial change(s) to the 401(k) plan, the Company will notify the Union and provide an opportunity to discuss such changes(s) at least 30 days prior to making any proposed changes in the 401(k) plan.

1. The Company will upon request, provide the IAM with copies of all non-proprietary documents pertaining to the 401(k) Plan including, but not limited to, the annual audit report, the annual report – form 5500 (with all schedules) all amendments, and any related documents.

## **SECTION 27 DURATION**

**A. Effective Date** The provisions of this Agreement will become effective on March 9, 2020 (the “Effective Date”) except as otherwise specifically stated in the Agreement.

**B. Amendable Date** This Agreement will continue in full force and effect through and including March 9, 2024 and will thereafter renew itself without change each succeeding March 9 unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended (the “Act”) by either party no earlier than 6 months prior to March 9, 2024.

## Letter of Agreement 1

### Implementation

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between ExpressJet Airlines LLC (hereinafter, the "Company"), and the International Association of Machinists and Aerospace Workers (hereinafter, the "IAM").

A. The provisions of this Joint Collective Bargaining Agreement will be effective on the date of signing ("DOS"), except as otherwise specifically outlined below.

1. Section 3: Compensation
  - a. 3.A. Flight Pay
    - i. The Company will implement the pay scale in 3.A within thirty (30) days following DOS. Retroactive payments as of DOS will apply.
  - b. 3.B. Incentive Pay Rates
    - i. The Company will implement incentive pay rates in accordance with chart in 3.B effective the first complete bid period following DOS.
  - c. 3.C. Minimum Monthly Guarantee
    - i. The Company will implement any changes to 3.C effective the first complete bid period following DOS.
  - d. 3.E. Reserve Guarantee
    - i. The Company will implement any changes to 3.E effective the first complete bid period following DOS.
  - e. 3.N. Deadhead
    - i. The Company will implement any changes to 3.N. effective the first complete bid period following DOS.
  - f. 3.O.1 Training Pay
    - i. The Company will implement any changes to 3.O.1. effective the first complete bid period following DOS.
  - g. 3.O.3. Computer Based Training/ Home Study
    - i. The Company will implement any changes to 3.O.3 effective the first complete bid period following DOS.
  - h. 3.O.4.d. Out of Base Training
    - i. The Company will implement any changes to 3.O.4.d. effective the first complete bid period following DOS

- i. 3.P. Ready Reserve Pay
      - i. The Company will implement any changes to 3.P. effective the first complete bid period following DOS.
    - j. 3.R. Open Time
      - i. The Company will implement any changes to 3.R. effective the first complete bid period following DOS.
    - k. 3.S. Red Flag
      - i. The Company will implement any changes to 3.S. effective the first complete bid period following DOS.
    - l. 3.U. IOE Instructor Pay
      - i. The Company will implement any changes to 3.U. effective the first complete bid period following DOS.
    - m. 3.W. Holding Pay
      - i. The Company will implement any changes to 3.W. effective the first complete bid period following DOS.
- 2. Section 4: Scheduling
  - a. The Company will implement any changes to Section 4 effective the third bid period following DOS, with the exception of days off.
  - b. The flight attendants will line-bid in accordance with Letter of Agreement 2.
  - c. Changes to minimum days off will be effective upon implementation of PBS.
  - d. 4.T.8.a. Benefits for Part Time Flight Attendants
    - i. The Company will implement any changes to 4.T.8.a. upon implementation of PBS. Part Time Flight Attendants will elect for benefits during the Open Enrollment period.
- 3. Section 5: Travel Expenses
  - a. 5.D.4, 5. and 6. Flight Attendants who attend training other than new hire training out of domicile and choose to take an alternate deadhead from training
    - i. The Company will implement any changes to 5.D.4, 5. and 6. effective the first complete bid period following DOS.
- 4. Section 6: Training

- a. 6.A.2. Awarding/ Assigning Recurrent Training
    - i. The Company will implement any changes to 6.A.2. effective the first complete bid period following DOS.
- 5. Section 7: Seniority
  - a. 7.D.1. and 2. Period of Probation
    - i. The Company will implement any changes to 7.D.1. and 2. effective the first day of the month following DOS.
- 6. Section 8: Vacation
  - a. 8.A.and B. Vacation Accruals
    - i. The Company will implement any changes to 8.A. and B. effective January 1 following DOS.
  - b. 8.D. Vacation Pay
    - i. The Company will implement any changes to 8.D. effective January 1 following DOS.
  - c. 8.E. Vacation Administration
    - i. The Company will implement any changes to 8.E. effective January 1 following DOS.
  - d. 8.F.2.-4. Vacation Bid Month
    - i. The Company will implement any changes to 8.F.2.-4. effective January 1 following DOS.
- 7. Section 9: Sick Leave
  - a. 9.A.1 and 2. Sick Leave Accruals
    - i. The Company will implement any changes to 9.A.1. and 2. effective January 1 following DOS.
- 8. Section 11: Leaves of Absence
  - a. 11.D. Medical Leaves of Absence
    - i. Any Flight Attendant on a leave of absence that commenced prior to DOS will be grandfathered into the previous contract's (i.e. legacy ASA or legacy ERJ) medical leave provision until that leave of absence has ended.
- 9. Section 13: Filling of Vacancies
  - a. The Company will implement any changes to Section 13 effective the first complete bid period following DOS.
- 10. Section 15: Uniforms
  - a. Section 15.G.1. Uniform Replacement
    - i. The Company will implement any changes to 15.G.1. effective January 1 of the year following DOS.
  - b. 15.H. Uniform Alterations

i. The Company will implement any changes to 15.G.1. effective January 1 of the year following DOS.

11. Section 22: Union Activities

a. 22.E. Union Bank

i. The Company will implement any changes to 22.E. effective the first complete bid period following DOS.

12. Section 23: General

a. 23.N. Commuting Policy

i. The Company will implement any changes to 23.N. effective the first complete bid period following DOS.

13. Section 26: Benefits

a. The Company will implement any changes to Section 26 effective January 1 of the year following DOS. Flight Attendants will elect changes during the Open Enrollment period.

14. Flying Integration

- a. The Company may implement flying integration the first complete bid period following DOS
- b. There will be no system rebid and transfers will be processed as normal.

B. ExpressJet will use its best efforts to fully implement the terms of the new agreements as soon as reasonably practicable and will share implementation targets and timelines with the Union, as well as regular updates and progress reports. As impediments or other issues in doing so arise, the Company or Union will notify the other party, and the parties will meet promptly to discuss the issues and develop practicable solutions to address the underlying interests, consistent with the process by which the agreements were negotiated. The parties will attempt to mitigate or avoid detriment, losses or harm to affected employees, to the extent practicable.

Agreed to on this 9<sup>th</sup> day of March 2020,



/s/

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Brandee Reynolds  
Vice President  
Inflight



/s/

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Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

## **Letter of Agreement No. 2 LOA Line Bidding**

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between ExpressJet Airlines LLC (hereinafter, the "Company"), and International Association of Machinists and Aerospace Workers (Union).

During Joint Collective Bargaining Agreement (CBA) discussions, the Company and the Union have agreed that the following processes will apply until implementation of PBS. Implementation will not begin earlier than DOS + 10 months.

### **Bidding on Schedules**

1. Monthly Bid Periods for bidding, pay, and scheduling are established as follows:

January	30 days	Jan 1- 30
February	30 days*	Jan 31- Mar 1
March	30 days	Mar 2- 31
April	30 days	Apr 1- 30
May	31 days	May 1- 31
June	30 days	Jun 1- 30
July	31 days	Jul 1- 31
August	31 days	Aug 1- 31
September	30 days	Sep 1- 30
October	31 days	Oct 1- 31
November	30 days	Nov 1- 30
December	31 days	Dec 1- 31

*\*Leap Year will make February a 31-day bid month.*

Should the Company have a need to alter any bid periods established above by more than 2 days, the Union and the Company will meet and agree on any changes. When the bid periods are changed, a notice of those changes will be posted in the Bulletin Books and clearly noted in the Bid Package. Should a bid period deviate from those established above, a notice will be posted in the Flight Attendant Bulletin Books and clearly noted in the Flight Attendant Bid Package.

2. If a bid period varies from a calendar month, it will be noted on the bid package.
3. The Company will determine the method of line construction. The Company will construct trips, determine the number of bid lines flown and the Scheduling Committee will construct the lines. The Company will allow the Union flight attendant Scheduling Committee to be involved in this process and will consider recommendations. The Company will credit 1 flight attendant on the Scheduling Committee from each domicile 7 hours 40 minutes for up to 2 days while constructing trips and lines. Additionally, the Scheduling Committee will be

permitted to build lines remotely. If the Company requires the Scheduling Committee to travel, the cost of travel and expenses will be paid by the Company.

4. Bid packets containing regular lines shall be posted online for at least 5 days. The bid packets will contain the complete scheduled trips. Bids for regular lines will close at 0800 CT on the date indicated on the bid packet. Results will be posted within 24 hours. The Company will make available a hard copy of the bid and trip packet in each Crew Coordinator's office.
5. Bid packets containing relief and reserve lines will be posted after the closing of the Initial Line Improvement Window on line for at least 3 days. Bids for relief and reserve lines will close at 0800 CT on the date indicated on the bid packet. Results will be posted within 24 hours.
6. Bids will be awarded in seniority order at each domicile.
7. Under extraordinary circumstances, all lines may be rebid for the balance of the bid period. If there is insufficient time to rebid the lines, flight attendants will fly replacement trips within the affected line.
8. A flight attendant who does not submit a bid before the bid closing, or who fails to bid sufficient choices, will be awarded the first numerically unawarded line in seniority order for which she/he qualifies.
9. To be eligible to bid a line, a flight attendant must be qualified and current. If a flight attendant has been absent due to a leave of absence, illness or injury for 30 days or more, she/he may bid for the month she/he returns to duty. She/he must first provide written verification no later than 72 hours prior to the bid packets being posted, from her/his medical examiner to her/his Base Management indicating she/he will be able to return by the first day of the bid period she/he is returning to duty. If the release has not been submitted at least 72 hours prior to the bid packets being posted, the flight attendant will not be permitted to bid and, seniority permitting, will receive a schedule made from available open time, if any, or will be placed on reserve for the bid period. Where 2 or more flight attendants return from leave and were ineligible to bid, awards from available open time or reserve days will be made on the basis of seniority.

#### **D. Bid Period to Bid Period Line Adjustments**

A flight attendant who bids incompatibly is subject to the following bid period to bid period line adjustment procedures:

1. Trips originating in the old bid period will be flown to completion in the new bid period. Lost day(s) off will be restored only if the lost day(s) result in fewer than the minimum contractually required days off in the new bid period.

2. If a flight attendant is unable to fly the first trip(s) in the new bid period and her/his original new bid period line projection is reduced by 3 hours or more, she/he will be subject to adjustment.
3. After a flight attendant has been awarded a line, that line may only be adjusted during the first 10 days of the bid period only for jury duty, leave of absence, training, military service, carry-in time, projected or actual flight attendant FAR legality problems, or other reasons set forth in this Section.
4. The following rules will govern all flight attendant adjustments:
  - a. Adjustments are to be made to  $\pm$  3 hours of the flight attendant's awarded line value using trips in the domicile on days originally scheduled to work.
  - b. If there are no trips in the domicile which can satisfy (a) above, then adjustments are to be made to  $\pm$  3 hours of the flight attendant's awarded line value using trips in her/his domicile on any available day(s).
  - c. If there are no trips in the domicile which can satisfy either (a) or (b) above, a flight attendant's line may be adjusted with any trip in the domicile on any day(s) which will bring her/his line value as close as possible to, but not more than 5 hours greater than, the originally awarded line value.
  - d. Adjustments must be made to comply with minimum rest periods and on-duty limitations.
  - e. If no trip(s) is available, the flight attendant may first be assigned to "RA" days on days originally scheduled to fly, and then on a remaining day(s) off in the new bid period.
  - f. A flight attendant may require that the Company not use RA days when adjusting her/his schedule. If a flight attendant elects this option, and is not adjusted, or not fully adjusted, then her/his guarantee will be reduced accordingly.
  - g. Job shares and Partners bidding incompatibly will be adjusted up to a minimum of 40 hours,  $\pm$  2 hours. Half-month leaves will be adjusted to a minimum of 32.5 hours. Job share, Partner and half month leave lines will be adjusted down if they exceed 55 hours.
  - h. Should a carry-over trip interfere with regularly scheduled training, the training date will be dropped and a new training date within that bid period must be scheduled by the flight attendant.
5. Flight attendants who may be awarded incompatible schedules from one bid period to the next will be allowed to submit adjustment requests. These requests

must meet the deadline date and time posted on the bid packet. The Company will consider such requests consistent with its operational requirements, but shall not be obligated to honor any such requests.

6. After adjustments are complete, they will be made available through the Company computer system. Each flight attendant is responsible for determining her/his new schedule.
7. Adjustment(s) may be made to a line of time only during the adjustment period (the period between announcement of initial bid results and the posting of adjusted awards).
8. Adjustments will honor seniority and preserve line continuity, working conditions and the minimum contractually required days off.

#### **E. Military Leave Adjustment**

1. Any trip(s) in conflict with a drill weekend, other military duty or military leave will be removed from that flight attendant's line of time and be placed in open time.
2. The flight attendant's line value will be reduced by the value of the trip(s) removed from her/his line of time. If the resulting line value is less than MMG, then the MMG will be decreased to the new line value. If the original line value is below the MMG, then both line value and MMG will be reduced by the value of the trip(s) dropped.
3. A flight attendant may request to remain on the portion of her/his trip before her/his military reserve days. She/he may also request that she/he be placed back on the remaining portion of this trip following the military duty. This can only occur at a point where the trip transits the flight attendant's domicile. The request must be made by the flight attendant to Crew Scheduling. Line value will only be reduced for the portion of the trip not actually flown. If necessary, MMG will be adjusted. If due to irregular operations, the flight attendant does not transit her/his domicile as scheduled, she/he may be removed or replaced from her/his trip when it does transit her/his domicile, if she/he still so desires.
4. A reserve flight attendant's MMG will be decreased by 1/20th of the applicable reserve MMG for each day lost due to drill weekend, other military duty or military leave.
5. When a military reservist is awarded a line which conflicts with her/his weekend drill obligations, her/his line will be adjusted in accordance with this Section.

6. A flight attendant will not be charged military leave nor have her/his MMG reduced for military duty which occurs on days off.

#### **F. Unpaid Leave Adjustment**

A request for an unpaid leave must be approved by the Company. A flight attendant on unpaid leave will have her/his MMG and line value adjusted. No other adjustments may be made to a flight attendant's awarded line of time when she/he is on a leave without pay unless requested by the flight attendant.

#### **PARTNERSHIP FLYING**

A. For purposes of this Section, an active flight attendant is one currently holding a place on the monthly bidding seniority list.

For example, if a flight attendant is on furlough or in a management position, and is not on the bidding seniority list for the month of October, she/he is not eligible to be included in the October 15 award process (April for the April 15 bid award process). When a flight attendant returns to work and is placed on the monthly bidding seniority list, her/his name shall be placed on the Partnership Flying waiting list if she/he so chooses by submitting the appropriate request.

B. An active lineholder having at least 2 years seniority as a flight attendant, including those who are already in the program and who desire to continue shall be eligible to bid for partnership vacancies. To be considered for a semi-annual award, bids must be submitted no later than 1000, central time, October 5 and April 5. On or before September 15 and March 15, the Company will post the anticipated number of semi-annual permanent partnership vacancies. Following receipt of the bids, the Company, at its discretion, will determine the final number of semi-annual permanent partnership vacancies that will be available in each domicile. The total number of partnership lines will not be more than 5% of the expected base complement on January 1 of the following year, unless the parties mutually agree to exceed this amount.

C. Semi-annual awards shall be granted based on seniority among similarly qualified flight attendants competing for partnership positions within each domicile.

D. Partnership flying awards shall be announced semi-annually on October 15 and April 15 for the ensuing 6 bid periods. A flight attendant who is awarded her/his partnership bid will be required to remain in the partnership position for the duration of the partnership award except as otherwise expressly stated in this Section. Removals from the program due to hardship may be granted with mutual agreement between the Senior Director, Inflight or her/his designee and the President - Directing General Chairman of the Union or her/his designee.

E. A flight attendant who has been awarded partnership flying may elect to form voluntary partnerships with any other similarly qualified flight attendants who also have been awarded partnership flying in their domicile no later than November 15 and May 15 by submitting a Partners Team Request form. Those flight attendants who have not submitted these forms by 1000 CT, November 15 and May 15, will be paired by the Company in order of seniority. (i.e., the most senior unpaired flight attendant with the next most senior unpaired flight attendant.) Final semi-annual partnership teams will be posted no later than December 1 and June 1. All partnership awards, whether voluntary or seniority controlled, will be limited to flight attendants in the same domicile and to qualified partners.

F. If the Company determines to fill vacancies which occur during the partnership term as a result of the transfer, termination, furlough, or displacement of partnership flight attendants, it will do so by awarding the remainder of the 6 months of partnership flying in seniority order to flight attendants whose names shall be maintained on the domicile's partnership flying waiting list. The lists shall contain the names of eligible flight attendants who bid, but were not awarded partnership positions as well as those of eligible flight attendants whose bids are received any time after the semi-annual deadline, but prior to 1000 CT, on the 5th day of the month. A flight attendant may remove his/her standing partnership bid at any time by withdrawing it in writing, but the deadline for such withdrawal in any given month shall be 1000 CT, on the 5th. All bids, whether submitted during the year or pursuant to the semi-annual rebid as provided in paragraph A., above, will be removed from the active file prior to the semi-annual posting of anticipated openings as provided in paragraph A., above. All eligible flight attendants who wish to be considered for inclusion in the following term's program must submit bids every term, including incumbent participants and those who submitted bids during the course of the term.

G. Partners who elect to transfer to a new domicile will be removed from the partnership program once the transfer is awarded. When such a flight attendant reports for duty in her/his new domicile, she/he may place her/his name on the waiting list at her/his new domicile. In the event that the transfer is rescinded the flight attendant shall return to her/his previous domicile as a non-partner flight attendant. A flight attendant whose partner exits the program (e.g., as the result of a transfer, termination, furlough, displacement, etc.) will continue in the program, and will be paired with another unpaired partner, or if a vacancy is announced by the Company, with the next person on the waiting list. If there are no other unpaired partners and no flight attendants on the waiting list the remaining partner will drop 50% of her/his line each bid period until a new partner is awarded using these procedures.

H. Partnership line awards will be determined by the bid of the senior partner on the team. The two partners will split the line evenly to the extent possible.

I. Within 48 hours after the bid results are posted, the partners will notify Crew Planning of the name of the partner responsible for covering each specific trip for the month.

J. Pay will be based on the flight attendant's credited flight time in her/his portion of the partnership bid line.

K. A partnership flight attendant is limited to a monthly maximum of 55 credit hours including vacation in any month. Credit hours for the purpose of this paragraph does not include training.

L. A partnership flight attendant may request a voluntary trip drop/voluntary reserve drop (VTD/VRD), subject to operational requirements, which reduces her/his monthly guarantee below 40 hours. Additionally, a partnership flight attendant may trip trade with open time, subject to operational requirements, and such trade may reduce her/his monthly projection guarantee below 40 hours. Similarly qualified partnership flight attendants will be permitted to trade with each other regardless of whether one flight attendant may go below 40 hours. In this case her/his monthly guarantee will be reduced if she/he trades below 40 hours.

M. The Company will not be responsible for resolving disputes between partnership flight attendants regarding the monthly division of their line.

N. Partnership flight attendants will accrue seniority for all purposes in the same manner as all other flight attendants.

O. Partners shall receive all variable pay elements (including on-time bonuses and 401(k) match), passes in accordance with Company policy, and group insurance coverage (including medical, dental, vision, expense reimbursement accounts, personal accident, long-term disability, Company paid life, and optional supplemental life. She/he shall also receive vacation and sick leave as provided for in this agreement, unless she/he elects to fly no hours and receives no pay credit for the entire bid period.

P. Either party may request a meeting to discuss the administration of the program at any time.

Q. The Partnership Program is not intended to replace jobshares. The Company will continue to determine the availability of jobshares in the same manner and on the same basis as it has in the past, without regard to the existence of, or level of participation in the Partnership Program.

## **JOBSHARING**

A. The Company will determine the number of jobshares that will be available each bid period, if any, at each domicile.

B. Either 2 active lineholders or 2 active reserves who are assigned to the same domicile and who desire to share a line may bid for such jobshare flying.

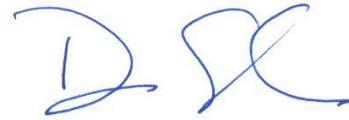
C. The Company will award jobshares in seniority order and post a list of those flight attendants awarded such jobshare(s). Jobshares will be awarded before the posting of the bid package.



/s/

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Brandee Reynolds  
Vice President, Inflight



/s/

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Dave Supplee  
President and Directing General  
Chairperson IAMAW District 142

**Letter of Agreement No.3**

**PBS Implementation**

Parallel bidding on PBS will be available for three bid periods prior to the live implementation of PBS. Live PBS implementation will commence no earlier than January 2021 for the February 2021 bid period. Parallel bidding is made available solely for the purpose of learning the PBS system. During the parallel bidding process, the Flight Attendants' schedules awarded through line bidding will be her/his actual schedule.

Agreed of this 9<sup>th</sup> day of March 2020,



/s/

Brandee Reynolds  
Vice President  
Inflight



/s/

Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

**LETTER OF AGREEMENT 4  
HEALTH PLAN BENEFIT PROTECTION**

The Company and Union have reached an agreement that the current health plans available to the ExpressJet ERJ flight attendants shall be offered to the entire merged flight attendant employee group. The current health care plans, offered to CRJ and ERJ Flight Attendants, will be available upon the next open enrollment period following implementation but no later than January 1, 2021. The monthly cost to the employee will not exceed 25% of the total monthly premium. The company may replace the current health plans with equivalent plans. Notwithstanding the requirements of Section 26, B.1., if the Company and all other union-represented employee groups reach agreement that include medical plan benefit reductions, those plan changes may be implemented within the Flight Attendant employee group following the amendable date of this agreement. Any such benefit reductions shall not increase the employee premium share over 25% of the monthly premium. The Company and Union shall meet and confer regarding the implementation of these plan design changes in an effort to minimize the negative impact to the Flight Attendants.

Agreed to this 9<sup>th</sup> day of March 2020



/s/

\_\_\_\_\_  
Brandee Reynolds  
Vice President  
Inflight



/s/

\_\_\_\_\_  
Dave Supple  
President and Directing General Chairperson  
IAMAW District 142

**LETTER OF AGREEMENT 5**  
**Early Opener**

In the course of negotiating this Joint Collective Bargaining Agreement, ExpressJet Airlines LLC and the International Association of Machinists and Aerospace Workers have mutually recognized the value of a cooperative bargaining relationship. Through our discussions, we have established a mutual commitment to enhancing that cooperative relationship during the term of this agreement.

Additionally, the parties have agreed to open the next round of bargaining six (6) months prior to the amendable date of the agreement, which is October 9, 2023. The purpose of this early opening of negotiations is to use all efforts to reach an amended Agreement before the March 9, 2024 amendable date.

In affixing our signatures to this Letter of Agreement, we affirm these commitments to each other.

Agreed to this 9<sup>th</sup> day of March 2020,



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Brandee Reynolds  
Vice President  
Inflight



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Dave Supplee  
President & Directing General Chairperson  
IAMAW District 142

**Letter of Understanding 6  
Legacy CRJ Flight Attendants 401k Vesting**

During the course of negotiations it was agreed that the legacy CRJ Flight Attendants employed as of DOS of this agreement would be 100% vested in the Company 401k contributions. This vesting agreement was based on the email below sent to all legacy CRJ Flight Attendants by the Benefits Department on January 11, 2018 informing them that they were 100% vested in the 401k plan.

All other Flight Attendants vest per the schedule contained in the Collective Bargaining Agreement.

*From: Benefits Department*

*Sent: Thursday, January 11, 2018 -03:40 PM*

*To: Multiple Recipients*

*Subject: 401(k) Vesting Status*

*Attachments: 401K Example January 2018.jpg;*

*We are pleased to advise you that there are improvements to your 401(k) plan this year. Effective on January 1, 2018, all CRJ employees participating in the company's 401(k) plan (Atlantic Southeast Airlines, Inc. Investment Savings) are fully vested, regardless of your years of service with the company. Your 401(k) plan is provided through Wells Fargo, and, you will be able to view the fully-vested status, and, manage your 401(k) account by logging in at [www.wellsfargo.com](http://www.wellsfargo.com) or calling them at 800-728-3123.*

*You can sign into your account to view your vesting status by selecting My Account > Account Balance > By Contribution.*

*Attached is an example of what you will see. If you have any further questions, please contact our benefits department at [benefits@expressjet.com](mailto:benefits@expressjet.com).*

Agreed on this 9<sup>th</sup> day of March 2020,



/s/

Brandee Reynolds  
Vice President  
Inflight



/s/

Dave Supplee  
President and Directing General Chairperson  
IAMAW District 142

## **LETTER OF AGREEMENT 7**

### **Accrued OJI Hours**

During Joint Collective Bargaining Agreement (CBA) discussions, ExpressJet Airlines LLC (Company) and the International Association of Machinists and Aerospace Workers (Union) reached agreement on the handling of accrued on-the-job injury/illness (OJI) hours for pre-merger ExpressJet employees.

The Company and Union have agreed that all ExpressJet Flight Attendants who have accrued OJI hours at date of signing (DOS) of the CBA, will retain but not accrue additional OJI hours, and the accrued hours shall be preserved for future usage. The following provisions shall apply to the usage of OJI by any Flight Attendant who has an accrued and unused OJI balance as described above. Once a flight attendant has exhausted her/his accrued OJI hours, Section 10 of the CBA will apply. Once the last Flight Attendant with an OJI balance has exhausted that balance or has ceased employment with the Company, this Letter of Agreement shall become null and void.

- A. A Flight Attendant must report the occurrence of an on-the-job injury/illness (OJI) to a Supervisor as soon as she/he knows or should have known of the injury/illness. The Flight Attendant is responsible for completing all necessary forms as soon as possible.
- B. When a Lineholder Flight Attendant misses a flying assignment because of a qualified OJI, withdrawals from the OJI bank will be made to restore the Flight Attendant's pay for all scheduled trips awarded at the time the OJI occurs which are missed due to the injury, or to exhaust the bank if it contains insufficient hours.
- C. When a Flight Attendant misses a flying assignment because of injury, withdrawals from the OJI bank will be made to restore the Flight Attendant's line value or MMG, whichever is greater. In the case of Reserve Flight Attendants, 4 hours for each day of injury will be withdrawn from the OJI bank, until exhausted.
- D. A Flight Attendant who makes up hours lost because of injury will not have such hours deducted from her/his OJI bank.
- E. An approved OJI absence will not be considered an attendance infraction, so long as the Flight Attendant accurately follows the reporting guidelines as outlined in the company policy.
- F. The Company will apply FMLA simultaneously with the OJI leave in accordance with applicable law.
- G. A Flight Attendant desiring to challenge or protest action(s) by the Company relating to OJI, may in addition to any other appeal raise her/his claim to the Union's designee(s) who will attempt to achieve a prompt resolution of the matter with the Inflight Base Management.
- H. During absences as a result of OJI, payments made to the Flight Attendant from the Company while the Flight Attendant's OJI status is being investigated may result in an overpayment from the Company which will be deducted from future payments. It is the Flight Attendant's responsibility to notify payroll of receipt of Worker's Compensation payments in order to avoid further overpayments by the Company. The Company will continue to provide the Flight Attendant with repayment options in accordance with Section 3.1.3. If the Flight Attendant leaves the Company prior to full repayment, the full unpaid amount will be

deducted from any remaining paychecks.

- I. A Flight Attendant who has applied for or is receiving Worker's Compensation payments will receive direct payment from the Company equal to 30% of half of the MMG paid on the 15th of the month, 30% of half of the MMG paid on the last day of the month, and 30% of pay earned in excess of the MMG. The Company shall deduct an amount equal to all hours paid either by the Company or by Worker's Compensation from the Flight Attendant's OJI bank is exhausted. When a Flight Attendant's OJI bank exhausted, she/he may continue to supplement Worker's Compensation benefits using her/his sick leave bank for each additional hour paid from the sick bank. Worker's Compensation benefits will continue in accordance with state law.
- J. A Flight Attendant who receives Worker's Compensation benefits will have her/his OJI leave pay reduced by the same amount excluding any lump sum payment resulting from temporary total disability and/or temporary partial disability.
- K. A Flight Attendant on OJI leave who engages in outside employment without receiving prior written permission from the Company may be subject to discipline up to and including termination.
- L. All credit for OJI leave bank will be cancelled if employment stops. No payment for accumulated OJI credit will be made. A Flight Attendant on unpaid leave of absence or on furlough status will retain, but not accrue OJI leave bank credit.
- M. A Flight Attendant's per diem and lodging provided in Section 5 (Travel Expenses) will be provided until the Flight Attendant returns to her/his domicile if she/he becomes injured while enroute, unless the Flight Attendant is at the place of her/his residence.
- N. If a Flight Attendant has been absent because of an OJI for 30 days or more and she/he remains qualified and current, she/he may bid, request transfer or request jobshare for the bid period in which she/he returns to duty. She/he must first provide written verification from her/his authorized treating physician no later than the 5<sup>th</sup> of the month prior to the following month's bid period. The written verification must indicate that she/he will be able to return by the first day of the upcoming bid period.
- O. The Company will, on a monthly basis, post OJI accrual totals and provide a copy to each Flight Attendant.

Agreed to this 9<sup>th</sup> day of March 2020



/s/  
Brandee Reynolds  
Vice President,  
Inflight



/s/  
Dave Supplee  
President & Directing General Chairperson  
IAMAW District 142

**LETTER OF AGREEMENT 8**  
**Catastrophic Sick Bank**

During Joint Collective Bargaining Agreement (CBA) discussions, ExpressJet Airlines LLC (Company) and the International Association of Machinists and Aerospace Workers (Union) reached agreement on maintaining the Catastrophic Sick Bank for pre-merger ExpressJet employees.

The Company and Union have agreed that all ExpressJet Flight Attendants on the list below will still maintain a Catastrophic Sick Bank under this CBA.

EE ID	Name	Dept	Team	Location	Current banked hours
7031039	Miller, Alan R.	IF	IFFLTA	CLE	250
7031156	Brennan, Shawn P.	IF	IFFLTA	EWR	250
7031218	Torres, Misael	IF	IFFLTA	IAH	250
7030112	Havlik, Karen R.	IF	IFFLTA	CLE	250
7031038	Noble, Cory L.	IF	IFFLTA	IAH	250

The catastrophic bank is to be used for major, long term illness or injury (i.e. longer than 30 days) and will be available only after the 640 hour regular sick bank has been exhausted.

Agreed to this 9<sup>th</sup> day of March 2020



/s/ \_\_\_\_\_  
Brandee Reynolds  
Vice President  
Inflight



/s/ \_\_\_\_\_  
Dave Supplee  
President & Directing General Chairperson  
IAMAW District 142

**Letter of Agreement 9  
Medical Leave of Absence**

Any Flight Attendant out on a medical leave of absence prior to the DOS of this agreement will be handled in accordance with the medical leave of the legacy ASA or legacy ERJ collective bargaining agreements, whichever is applicable, until she/he returns from her/his medical leave of absence. After she/he returns from the leave, any subsequent leaves for the Flight Attendant will be handled in accordance with the medical leave provisions outlined in Section 11, Leaves of Absence in the JCBA.

CRJ employees on a medical leave of absence at DOS will continue to be covered under the terms contained in the chart below:

Type of Leave	Seniority	Longevity	Sick Leave	Vacation	Continue Group Insurance	On-Line ASA Travel
Medical	Retain and Accrue	Retain; Accrue for the First 90 Days	Retain; Accrue for the First 15 Days	Retain; Accrue for the First 15 Days	Yes - for up to two (2) years; thereafter, per COBRA	Must be approved by Personnel

ERJ employees on a Medical leave of absence at DOS will continue to be covered under the terms contained in the paragraph below:

**Medical Leaves of Absence**

Leaves of absence due to sickness or non-occupational injury will be granted upon written verification of disability from a qualified medical doctor, which shall include an anticipated date of availability to return to work. Any such leave may not exceed 5 years, or the flight attendant's total length of active service if that is less than 5 years. While on medical leave, the flight attendant will accrue seniority for all purposes. At the end of the maximum period, the flight attendant will be terminated and removed from the seniority list. A medical leave will only be granted to a flight attendant when she/he has exhausted all other types of paid leave.

Agreed to this 9<sup>th</sup> day of March 2020



/s/  
\_\_\_\_\_  
Brandee Reynolds  
Vice President  
Inflight



/s/  
\_\_\_\_\_  
Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

**Letter of Agreement 10**  
**Life and Disability Coverage While on Union Leave of Absence**

In the event the Company's insurance carrier is unable to provide Flight Attendants on a Union Leave of Absence disability and/or life insurance coverage under the same terms as an active employee the following terms will apply. For disability and life insurance coverage, the Company will reimburse up to four (4) Flight Attendants no more than two hundred dollars (\$200.00) each per year while on Union Leave of Absence in accordance with Section 22 upon presentation of documentation. If at any time there are more than four (4) Flight Attendants on Union Leave of Absence, the Company will offer a portability option allowing the Flight Attendant to maintain her/his disability and life insurance directly through the insurance carrier at her/his own expense until she/he returns to work.

Agreed to this 9th day of March 2020



Brandee Reynolds  
Vice President  
Inflight



Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

## Letter of Agreement 11

### Grace Period

Mr. Dave Supplee  
President Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Grace Period

Dear Dave,

This letter will confirm our understanding reached during the 2019 negotiations regarding late notifications.

All flight attendants will be allowed an unlimited five (5) minute grace period to report for a trip/flight assignment.

Upon notification that a flight attendant arrives late, ten(10) minutes or less, for her/his scheduled report time for a trip/flight assignment, but does not cause a delay in the scheduled flight departure time, the flight attendant will be given a late check-in notification only. A flight attendant will be allowed three (3) late check-in notifications with no delayed departure in a rolling twelve (12) month period. Upon the fourth (4<sup>th</sup>) late check-in notification, an instance/ occurrence will be given to the flight attendant.

A flight attendant who reports more than ten (10) minutes late will be subject to the ExpressJet Flight Attendant attendance Policy, as outlined in the Flight Attendant Handbook.

Sincerely,

Agreed to this 9<sup>th</sup> Day of March 2020



/s/

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Brandee Reynolds  
Vice President  
Inflight



/s/

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Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

**Letter of Agreement 12  
IAM Pension Plan**

Mr. Dave Supplee  
President Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: IAM Pension Plan

Dear Dave:

This will confirm our discussions during the recent contract negotiations.

We have agreed that in the event the Company implements a Pension Plan for any employee group, management or otherwise the Company will meet and confer with the IAM concerning the conversion of the Company's current 401k savings plan for flight attendants into the IAM National Pension Plan.

Sincerely,

Agreed to this 9<sup>th</sup> day of March 2020



/s/ \_\_\_\_\_  
Brandee Reynolds  
Vice President Inflight



/s/ \_\_\_\_\_  
Dave Supplee  
President Directing General Chairperson  
IAMAW District 142

**LETTER OF AGREEMENT 13**  
**by and between**  
**EXPRESSJET AIRLINES LLC**  
**and the**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**  
**representing**  
**FLIGHT ATTENDANTS**  
**in service of**  
**EXPRESSJET AIRLINES, INC.**  
**LETTER OF AGREEMENT: AVIATION SAFETY ACTION PROGRAM POLICIES**  
**AND PROCEDURES**

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between ExpressJet Airlines LLC (hereinafter, referred to as “the Company”) and the Flight Attendants in the service of ExpressJet Airlines, Inc. as represented by the International Association of Machinists and Aerospace Workers -IAMAW (hereinafter, referred to as “the Union”).

WHEREAS, the Company and the Union are parties to collective bargaining agreements setting forth the rates of pay, rules, and working conditions for Company’s Flight Attendants (hereinafter, referred to as the “Agreement”);

WHEREAS, the Aviation Safety Action Program (“ASAP”) is the result of an agreement between the Company, the Union, and the Federal Aviation Administration (“FAA”) based FAA AC 121-66B and which was codified in a Letter of Agreement dated August 21, 2013 which is not part of the Agreements; and

WHEREAS, the Company and the Union are mutually committed to a voluntary, cooperative, remedial, and non-punitive approach to air safety; and

WHEREAS, to that end, the Company and the Union desire to participate in the Federal Aviation Administration’s Aviation Safety Action Program (“ASAP”); and

WHEREAS, the Company and the Union share the goal of operating with the highest degree of safety and agree that the ASAP contributes to that goal; and

WHEREAS, the Company and the Union desire to clarify and incorporate into the Agreements certain policies and procedures related to the operation of the ASAP  
and

NOW, THEREFORE, it is mutually agreed by and between the parties to this Letter of Agreement that:

A. The Company and the Union will participate in the ASAP program, attached hereto.

B. The Union will each select one (1) Event Review Committee (“ERC”) member and one (1) alternate ERC member. The alternate ERC member will participate in ERC meetings when the primary ERC member is unable to attend.

C. The Company will compensate one (1) Union ASAP representative for their time spent in participation in ASAP activities, including attending ERC meetings and ASAP training. The representative will be paid lost block for any trip assignments dropped or six (6) hours of credit time on an originally scheduled off day or day of reserve due to participation in such activities. It is understood that there will only be one (1) ASAP Union representative participating at one time.

D. The travel for ASAP activities will be handled in accordance with the Company policy and with all applicable pass polices.

E. It is further understood by the parties that the Company or the Union may terminate the program at any time for any reason.

#### F. ASAP Reports

1. The Company and the Union agree that information gathered in the course of Flight Attendant participation in ASAP will be shared with the Union.

2. ASAP reports will be de-identified so that no person other than the ASAP Program Manager can identify the crewmembers from the ASAP report. Following acceptance of the ASAP report and in the event the ERC determines it requires further information, the ASAP Program Manager may provide the Flight Attendant's identity to the ERC.

3. The Company and the Union recognize that safety, regulatory and business requirements may require that consideration of an ASAP report be expedited. Consideration of such report may be expedited at the request of a member of the ERC. The party requesting expedited handling of the report will contact the ASAP Program Manager who will contact the ERC and request such expedited handling. In a case that has been expedited, if additional information is needed from the Flight Attendant per the request of the ERC, the Flight Attendant may need to submit the requested information in an expedited manner.

4. If a Flight Attendant submits a report to ASAP that does not involve a safety concern or possible FAR violation that would be more appropriately handled by another specific company department, then that report shall be returned to the individual without entering it into the ASAP program. However, this action requires the unanimous consensus of the ERC. If subsequent investigation reveals evidence of a possible FAR violation and the original submission meets program acceptance criteria, the individual retains ASAP submission status. Regardless, NASA ASRS submission by Airline ABC is guaranteed on all ASAP reports.

#### F. ASAP and Discipline

1. All employees are encouraged to report any event or observation they feel identifies a potential safety hazard. One of the key ingredients to reporting is an incentive for individuals to report these events so that appropriate risk identification and hazard correction is done. Flight Attendants participating in the ASAP program, whether reporting or non-reporting as defined in the Flight Attendant ASAP Memorandum of Understanding (MOU), will not be subject to disciplinary actions. Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action.

2. Each training/coaching session recommended by the ERC shall be treated as a learning tool for the Flight Attendant and these recommended training/coaching sessions shall not be considered a test or check of skills relevant to a pass/fail criteria or outcome.

3. The Company shall abide by the corrective action assigned by the ERC. ERC corrective action is intended to identify and correct deficiencies regarding a particular event in the report. Any corrective action shall be relevant to the event in the report.

4. No corrective action or recommendation from the ERC successfully completed by the Flight Attendant will be placed in the reporter's file.

G. Conversations or Interviews

The Company and the Union agree that any conversations or interviews prior to acceptance of an ASAP report and any written contents or interviews conducted that are relevant to such ASAP report will not be used in any disciplinary actions. However, the Company, outside of the ERC, shall not request that the Flight Attendant provide additional information outside of the ASAP report prior to acceptance of the ASAP report.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement Agreed to this 9<sup>th</sup> day of March 2020

For ExpressJet



/s/

---

Brandee Reynolds  
Vice President  
Inflight

For the IAMAW



/s/

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Dave Supplee  
President and Directing General Chairperson  
IAMAW District 142

Attachment [[MOU 1]]

**Letter of Agreement 14  
Providing Drafting List**

Mr. Dave Supplee  
President- Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Providing Drafting List

Dear Dave,

This will confirm our understanding reached during the 2019 negotiations regarding the Company providing to the union the drafting list.

When a flight attendant is drafted from home, the assignment will be documented by Crew Scheduling and forwarded to the Director of Inflight Operations and the IAM Base Chairperson within 24 hours.

Upon specific request, the Company will provide information regarding a drafting assignment after pairing termination.

Sincerely,

Agreed to this 9<sup>th</sup> day of March 2020



/s/ \_\_\_\_\_  
Brandee Reynolds  
Vice President  
Inflight



/s/ \_\_\_\_\_  
Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

**Letter of Agreement 15**

**Block Tie “Me Too” With ExpressJet Pilots**

Mr. Dave Supplee  
President—Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Block Time “Me Too” With ExpressJet Pilots

Dear Dave,

This letter will confirm our agreement reached in the recent negotiations regarding the pilot arbitration addressing the Main Cabin Door as it pertains to the block and pay time.

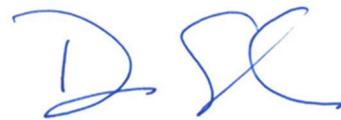
A flight attendant’s flight time on a segment by segment basis will be calculated by using the same flight time as the pilot’s flight time for the same segment and paid in accordance with Section 4 of the Agreement.

Sincerely,

Agreed to this 9<sup>th</sup> day of March 2020



/s/  
Brandee Reynolds  
Vice President  
Inflight



/s/  
Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

**Letter of Agreement 16**

**Flight Attendant Jumpseat Policy**

Mr. Dave Supplee  
President -Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Flight Attendant Jumpseat Policy

Dear Dave,

This letter will confirm our understanding reached in recent negotiations regarding the negotiation of ExpressJet flight attendant jumpseat agreements with other carriers with whom ExpressJet enters into code share agreements and/or otherwise provides regional or commuter passenger traffic feed. It is understood and agreed that ExpressJet will use its best efforts to achieve Flight Attendant Jumpseat agreements with such carriers, which allow ExpressJet flight attendants to utilize cabin jump seats on aircraft operated by such carriers.

Sincerely,

Agreed to this 9<sup>th</sup> day of March 2020



/s/ \_\_\_\_\_  
Brandee Reynolds  
Vice President  
Inflight



/s/ \_\_\_\_\_  
Dave Supplee  
President—Directing Chairperson  
IAMAW District 142

**Letter of Agreement 17**

**Longevity for Passes**

Mr. Dave Supplee  
President- Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: Longevity for Passes

Dear Dave:

This will confirm our discussions during the recent contract negotiations.

We have agreed that if, during the term of the current collective bargaining agreement, the pilots, mechanics, agents, dispatchers, or clerical employees obtain more liberal longevity credit for pass purposes, the flight attendants will also receive the benefit of the more liberal longevity, effective on the same day as such other employee group(s).

Sincerely,

Agreed to this 9<sup>th</sup> day of March



/s/ \_\_\_\_\_  
Brandee Reynolds  
Vice President  
Inflight



/s/ \_\_\_\_\_  
Dave Supplee  
President -Directing General Chairperson  
IAMAW District 142

**Letter of Agreement 18**

**Protection of Flight Attendants From Assault**

Mr. Dave Supplee  
President- Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

RE: Protection of Flight Attendants from Assault

Dear Dave:

This will confirm our conversations regarding the Company's continuing efforts to ensure that flight attendants enjoy a safe work environment.

As you know, the Company believes that everyone, including our employees and passengers, has the right to be free from the threat of physical violence against them.

Be assured that ExpressJet intends to continue its policy of not tolerating physical assaults against its employees, including its flight attendants. An on-duty flight attendant who is the victim of a physical assault will have the full cooperation of the Company in pursuing criminal charges brought by appropriate authorities. When it is necessary for flight attendants to meet with law enforcement authorities or to appear as witnesses in connection with such an occurrence, they will be given time off with pay to do so, and other appropriate assistance (e.g., EAP assistance) as may be required.

Very truly yours,

Agreed to this 9<sup>th</sup> day of March 2020



/s/ \_\_\_\_\_  
Brandee Reynolds  
Vice President  
Inflight

**Letter of Agreement 19**  
**The International Association of**  
**Machinists And Aerospace Workers**  
**Regarding**  
**Foreign Language Tuition Reimbursement**

WHEREAS, ExpressJet desires to promote the acquisition and utilization of foreign language expertise among its flight attendants, and

WHEREAS, the parties recognize that the cost of acquiring language skills can be significant, and

WHEREAS, ExpressJet is, under certain circumstances willing to assist in deferring some or all of the costs of such training, and

WHEREAS, the parties hereto desire to establish specific parameters for the reimbursement of language training expense,

NOW THEREFORE, the parties hereby agree as follows:

1. The Company will designate from time to time those languages for which it has a business need, and for which it is willing to provide educational expense reimbursement.
2. The Company may require as a condition of reimbursement that flight attendants wishing to obtain reimbursement submit such advance information regarding instructional programs as it may deem necessary or desirable.

3. No later than 30 days following the submission of all information required pursuant to paragraph 2, above, the Company will indicate whether the instructional program is approved for this reimbursement program.
4. Seniority shall govern the selection(s) in the event that there are more applicants than the Company can accommodate for either the jobshare/leave features of this program or in competition for positions in foreign language bases.
5. Flight attendants engaging in foreign language instructional programs pursuant to this agreement shall be entitled to priority consideration for leaves and jobshares should they so request for a maximum period of 1 year from the initial date of enrollment in the language program.
6. The company shall select objective standards/ means (comparable to Berlitz standards) for determining language proficiency/ qualification. Upon request by the Union, the Company will promptly meet and confer regarding the standards which are being applied and/or the means by which those standards are applied.
  - a. The testing authority will utilize a ranking system made up of 3 categories:
    1. Pass
    2. Pass with Condition
    3. Fail
  - b. A flight attendant may enter the "Pass with Condition" program if the testing authority so recommends.

- c. A “Pass with Condition” flight attendant must be generally conversant in the language, even if she/he does not possess sufficient skill or knowledge of the language to qualify as an ExpressJet Foreign Language Speaker. It is the intent of this Program that such individuals have the opportunity to develop the necessary language skill by utilizing the language while working the speaker position on a 3 month trial basis.
- d. Flight attendants falling into the “Pass with Condition” category will be subject to the following rules:
1. Flight attendants may only qualify for the “Pass with Condition” Program 1 time per language.
  2. “Pass with Condition” participants will be transferred into language speaker vacancies only if vacancies remain in the base after “pass” candidates are transferred.
  3. “Pass with Condition” flight attendants will have 3 months to develop their skill level. At the end of 3 months, they will be retested. If they do not achieve a “pass” ranking at that time, they will be returned to their prior base. Such flight attendants may subsequently seek transfers to language speaker positions, but must first qualify by achieving a “pass” ranking. No flight attendant may receive a second “Pass with Condition” ranking in the same language.
  4. During the 3 month trial period, the flight attendant may receive flight evaluations to review language proficiency.

5. "Pass with Condition" flight attendants will receive the language override on the terms provided in the parties' collective bargaining agreement.
6. "Pass with Condition" lineholders will be included in the senior attendant premium numbers.
7. Upon demonstration of language proficiency and the submission of receipts (or outstanding charges) from a program approved pursuant to paragraph 3, above, the Company will reimburse expenses incurred (limited by the expense reimbursement parameters contained in corporate policy) for the program, and all tuition or other similar charges to a maximum of \$4,000.00. "Pass with Condition" flight attendants will not be entitled to the \$4,000.00 reimbursement unless and until they have achieved the test result of "pass."
8. A flight attendant who has obtained tuition reimbursement pursuant to this program may be assigned by the Company to a foreign language base, and if so assigned, will remain in the base for a period of at least 18 months from the date of the assignment. A "Pass with Condition" flight attendant who subsequently obtains tuition reimbursement and is assigned to a Foreign Language Base will remain in the base for a period of at least 18 months from the date of the conversion of her/his "Pass with Condition" ranking to a "pass" ranking.

9. Flight attendants holding a foreign language qualification may be required to revalidate their language proficiency on an annual basis. The Union shall be entitled to observe the administration of the qualification and/or revalidation processes established by the Company.

AGREED to this 9<sup>th</sup> day of March 2020



/s/

Brandee Reynolds  
Vice President.  
Inflight



/s/

Dave Supplee  
President -Directing General Chairperson  
IAMAW District 142

**Letter of Agreement 20**

**Speaker Program**

Mr. Dave Supplee  
President- Directing General Chairperson  
Air Transport District Lodge 142  
400 N.E. 32<sup>nd</sup> Street  
Kansas City, MO 64116

Re: Speaker Program

Dear Dave,

This letter will confirm our understanding reached during the 2019 negotiations regarding the Speaker Program.

If the Company, at its discretion, decides to implement a program designed to have foreign language speakers on flights to foreign destination(s), it will meet and confer with the IAM with the intent of reaching agreement on the terms and conditions applicable to the foreign speaker flight attendants assigned to the foreign flights.

Upon final agreement, retroactive wages, if applicable, will be paid to all flight attendants who were entitled to pay in connection with the introduction of the Speaker Program.

Nothing set forth in this letter shall prevent the Company from introducing a Speaker Program before an agreement is reached governing the applicable terms and conditions.

Sincerely,

Agreed to this 9<sup>th</sup> day of March 2020



/s/  
Brandee Reynolds  
Vice President  
Inflight



/s/  
Dave Supplee  
President- Directing General Chairperson  
IAMAW District 142

**EXPRESSJET AIRLINES  
AVIATION SAFETY ACTION PROGRAM (ASAP) FOR  
FLIGHT ATTENDANTS  
MEMORANDUM OF UNDERSTANDING 1**

1. GENERAL. ExpressJet Airlines (XJT) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in Flag, Domestic, and Supplemental operations within the United States, Canada, Mexico, and the Bahamas. XJT operates approximately 135 aircraft, and employs approximately 1000 flight attendants. The flight attendants are represented by the International Association of Machinists and Aerospace Workers (IAMAW).

2. PURPOSE. The Federal Aviation Administration (FAA), XJT, and the IAMAW are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for flight attendants to promptly identify and correct potential safety hazards. The primary purpose of the XJT Aviation Safety Action Program (ASAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, XJT and the IAMAW join the FAA in voluntarily implementing this ASAP for flight attendants, which is intended to improve flight safety through flight attendant self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

3. BENEFITS. The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an "enforcement-related incentive."

4. APPLICABILITY. The XJT ASAP applies to all flight attendant employees of XJT and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that is not inadvertent or that appears to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

a. Events involving possible noncompliance with 14 CFR by XJT that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that XJT voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program and FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5).

b. Any modifications of this MOU must be accepted by all parties to the agreement.

5. PROGRAM DURATION. This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed by the FAA (following signature by the other parties). If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ASAP may be terminated at any time for any reason by XJT, the FAA, or any other party to the MOU. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of XJT to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When a flight attendant observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

a. ASAP Report Form. At an appropriate time during the workday (e.g. after the trip sequence has ended for the day), the employee should complete XJT ASAP Form for each safety problem or event and submit it by Electronic to the Director of Flight Safety, ATTN: ASAP Manager. If the Electronic system is not available to the flight attendant at the time he or she needs to file a report, the employee may contact the ASAP manager's office and file a report via telephone within 24 hours after the end of flight sequence for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter.

b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11a (2) and (3) of this MOU. Reports which the ERC determines to be non sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

i. Within 24 hours after the end of flight sequence for the day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a flight attendant completes the flight sequence for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the ASAP for any apparent noncompliance with 14 CFR resulting from an event, they must all sign the same report or submit separate signed reports for the same event.

ii. Within 24 hours of having become aware of possible non-compliance with 14 CFR provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6b (1) above, the ERC will review all available information to determine whether the flight attendant knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance

criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.

c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

d. Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another XJT employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

7. POINTS OF CONTACT. The ERC will be comprised of one representative from XJT management; one representative from the IAMAW; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for XJT; or their designated alternates in their absence. In addition, XJT will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC.

8. ASAP MANAGER. When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the Electronic system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a written receipt through the Electronic system to each employee who submits a report. The receipt will confirm whether or not the report was determined to be

timely. The ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations.

9. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze reports submitted by the flight attendants under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

b. This review is in addition to any other reviews conducted by the FAA. The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder's application to the FAA 60 days in advance of the termination date of the demonstration program.

#### 10. ERC PROCESS.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least twice a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving ASAP issues based on consensus. Under the XJT ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate departments at the airline and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, and FAA Order 2150.3B. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), a qualification issue, or medical certification or medical qualification issue, the FAA ERC representative will decide how the

report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11a (3) of this MOU.

c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR, reports that are of a general safety concern, but do not appear to involve possible noncompliance with 14 CFR, and any other reports: e.g., involving catering and passenger ticketing issues. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC will forward non-safety reports to the appropriate XJT department head for his/her information and, if possible, internal (XJT) resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting flight attendants, and gather additional information concerning the matter described in the report, as necessary.

e. The ERC should also make recommendations to XJT for corrective action for systemic issues. For example, such corrective action might include changes to XJT flight operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for flight attendants. Any recommended changes that affect XJT will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with XJT to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

f. RESERVED

g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event will be referred to the FAA for further action, as appropriate.

h. Use of the XJT ASAP Report: Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11a (3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

## 11. FAA ENFORCEMENT.

a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:

i. The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;

ii. Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,

iii. The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.

b. Administrative or Informal Action. Notwithstanding the criteria in Chapter 5 of FAA Order 2150.3B, as amended, possible noncompliance with 14 CFR disclosed in a non-sole-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with administrative action (i.e., a FAA Warning Notice or FAA Letter of Correction, as appropriate for administrative action) or informal action (i.e., oral or written counseling). Sufficient evidence means evidence gathered by an investigation not caused by, or otherwise predicated on, the individual's safety-related report. There must be sufficient evidence to prove the violation, other than the individual's safety-related report. In order to be considered sufficient evidence under ASAP, the ERC must determine through consensus that the evidence (other than the individual's safety-related report) would likely have resulted in the processing of a FAA enforcement action had the individual's safety-related report not been accepted under ASAP. If the ERC determines that sufficient evidence supports a violation for an accepted non-sole-source report, before informal action can be used to close an ASAP case, there must be ERC consensus that the apparent violation does not indicate a lack of qualification, as listed on the E-EDP worksheet, Step two, Criterion three in FAA Order 8900.10, Volume 14, Chapter 1, as amended. In addition, as determined by applying E-EDP worksheet steps three, four, and five, the violation must be determined by consensus of the ERC to be low risk. Accepted non-sole-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.

c. Sole-Source Reports. For the purposes of FAA action, a report is considered a sole-source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole-source report for the same event.

d. Reports Involving Qualification Issues. XJT ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.

e. Excluded from ASAP. Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

f. Corrective Action. Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

g. Repeated Instances of Noncompliance with 14 CFR. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.

h. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

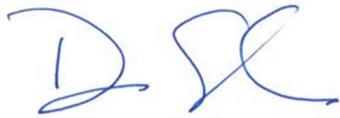
12. EMPLOYEE FEEDBACK. The ASAP manager will publish a synopsis of the reports received, as well as pertinent data and trend information derived from the flight attendants reports, in the ASAP section of the Inflight Safety publication monthly. Specific event summaries contained in the synopsis will not include employee names. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

13. INFORMATION AND TRAINING. The details of the ASAP will be made available to all flight attendants and their supervisors by publication in the XJT ASAP Manual. Each XJT flight attendant and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each flight attendant will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire flight attendant employees will receive training on the program during initial training.

14. REVISION CONTROL. Revisions to this MOU shall be documented using standard revision control methodology.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the XJT ASAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable laws. IAMAW and the FAA will maintain whatever records they deem necessary to meet their needs.

16. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.



Dave Supplee  
President and Directing General Chairperson  
IAMAW District 142



Kevin O'Connor  
Director of Safety  
ExpressJet Airlines



Manager, FAA CHDO  
For ExpressJet Airlines



