



EASTERN

2025 – 2030

Tentative Agreement

**Association of Flight
Attendants-CWA**



AFL-CIO

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Section 1: Scope

A. Recognition

1. In accordance with certification R-7581 made by the National Mediation Board, on June 28, 2022, the Company hereby recognizes the Association of Flight Attendants-CWA as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended. Nothing in this Agreement shall be construed to limit or deny any Flight Attendant hereunder or the Company any rights or privileges to which she/he or it may be entitled to under the Railway Labor Act, as amended.
2. The Union and the Company hereby adopt this collective bargaining agreement (including all related letters of agreement between the Company and the Union). All such agreements are collectively referred to herein as the "Agreement."

B. Successorship

1. The provisions of this Agreement shall be binding upon any successor to the Company or merged company or companies that merges operations with the Company unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. Any transaction wherein a successor emerges shall be deemed as a "Successorship Transaction".
2. In the event of a Successorship Transaction in which the Successor is an air carrier or any person or entity that controls or is under the control of an air carrier, the Successor shall provide the Company's Flight Attendants with a fair and equitable seniority integration with the Successor's Flight Attendants as provided pursuant to the McCaskill-Bond statute, except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Union Merger Policy if both pre-transaction Flight Attendant groups are represented by the Union.
3. Upon the announcement of a Successorship Transaction or any other transaction which will or may result in the acquisition of another air carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate an appropriate fence agreement and/or to implement a seniority integration process as described in paragraph 1.B.2. above.

C. Scope

1. Except as may otherwise be agreed, all present or future cabin passenger service performed in and for the service of Eastern Airlines, LLC shall be performed by Flight Attendants on the Eastern Airlines Flight Attendant System Seniority List.

2. Notwithstanding paragraph C.1, above, the Company may enter into the following contractual agreements:
 - i. A customer contract or lease agreement for a Company or customer aircraft to be flown by Company pilots and staffed by Flight Attendants furnished by the customer or lessee (sometimes referred to as a "damp lease arrangement").
 - ii. A wet lease of an aircraft from another operator to meet the Company's service requirements.
 - iii. An interchange agreement with another carrier under which a Company aircraft is flown on specified routes utilizing cabin crews provided by the interchange partner. The Company will not furlough Eastern Flight Attendants as a result of such an interchange agreement.
 - iv. A contract to supply Flight Attendants who meet specific customer contract requirements where such requirements cannot be met by Flight Attendants on the System Seniority List due to language, physical capability, or security clearance.
3. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of the Agreement.

D. Cessation of Operations

Should the Company cease all flight operations during the term of this Agreement, the parties will engage in effects bargaining within a reasonable timeframe following an announcement that the Company will cease flying.

E. Remedies

1. The Company agrees that any grievance filed by the Union alleging a violation of Section 1 of the Agreement shall bypass the initial steps of the grievance process and shall be submitted, heard and resolved through binding arbitration on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator.
2. The dispute shall be heard no later than thirty (30) days following the submission to the System Board of Adjustment and decided no later than thirty (30) days after submission, unless the parties agree otherwise in writing.

Section 2: Definitions

- A. Active Service: Periods during which a Flight Attendant is available for duty, on vacation or as otherwise provided for in this Agreement.
- B. Agreement: This Collective Bargaining Agreement in its entirety, including any letters of understanding or addendum signed by the parties during the term of the Agreement.
- C. Deadheading: Deadheading may occur on a Company flight, a corporate charter, a commercial flight or by surface/ground transportation. Transportation to/from the airport to a local hotel is not considered a ground deadhead.
- D. Duty Period: Duty period means the period of elapsed time between reporting for an assignment involving flight time and release from that assignment by the certificate holder conducting domestic, flag, or supplemental operations. The time is calculated using either Coordinated Universal Time or local time to reflect the total elapsed time, or as amended by the Federal Aviation Regulations.
- E. Flight Hours: The time from the moment the aircraft first moves from the ramp blocks under its own power for the purpose of flight, until it comes to a full stop at either an intermediate stop or a final destination.
- F. Longevity: Years of active Company service beginning on Flight Attendant's first day of initial training. Longevity governs pay scale increments and benefit accruals as specified in this Agreement.
- G. Rest Period: Rest Period means the period free of all restraint or duty for a certificate holder conducting domestic, flag, or supplemental operations and free of all responsibility for work or duty should the occasion arise, or as amended by the Federal Aviation Regulations.
- H. Showtime: When a Flight Attendant reports for a duty assignment. Showtime may begin at the designated departure gate, fixed-based operation (FBO), or as advised by crew scheduling.
- I. Seniority: Length of service with the Company as a Flight Attendant for the purposes outlined in this Agreement.
- J. Union: The Association of Flight Attendants-CWA, AFL-CIO.

Section 3: Compensation

A. Hourly Rates

	DOR	DOR +2	DOR +3	DOR +4
Start Date	\$34.97	\$34.97	\$34.97	\$34.97
First Year	\$37.37	\$38.12	\$38.88	\$39.66
Second Year	\$39.39	\$40.18	\$40.98	\$41.80
Third Year	\$41.41	\$42.24	\$43.08	\$43.94
Fourth Year	\$43.43	\$44.30	\$45.18	\$46.09
Fifth Year	\$45.45	\$46.36	\$47.29	\$48.23

B. Minimum Monthly Guarantee

Flight Attendants are guaranteed pay and credit at a minimum of seventy (70) block hours credited per Bid Period Month. A Bid Period Month is defined in section 7.A.3 Scheduling and Reserve. A Flight Attendant with an unpaid absence or who drops days of work will have the dropped hours deducted from her/his minimum guarantee at a rate of 3.5 hours per day dropped (a day of work dropped includes Reserve days, Training days, days of scheduled Dead Heads or flights). To be paid above the Minimum Monthly Guarantee, a Flight Attendant must exceed seventy hours (70) total in the Bid Period Month without including Reserve or Training Days but with including flight hours, Dead Head hours, and working on a day off.

C. Working on a Day Off

Working on a day off is paid at 3.5 hours, or actual flight/Dead Head pay, whichever is greater. These hours will be paid at one-hundred twenty percent (120%) of the Flight Attendant's rate.

D. Deadhead Pay

Deadhead is paid at 50% of the actual or scheduled block hours, whichever is greater.

E. Drug and Alcohol Pay

A Flight Attendant required to complete a random drug or alcohol test will receive one (1) hour of pay and credit in addition to all other pay for each test so long as the test is

performed on a day off, or if required to undergo such test prior to or after report or release flight duties on a day working a live flight.

F. Payroll

1. The Company will transmit payroll funds to a Flight Attendant's account by the 7th and 22nd of each month. Flight Attendants who do not have direct deposit will be paid on the 7th and 22nd of each month. (If the 7th or 22nd falls on a Saturday or Sunday, Flight Attendants will be paid on the Friday before.). If the Monday is a bank holiday, the Flight Attendant will be paid on the prior Friday.
2. The direct deposit on the 7th of the month includes one-half of the monthly minimum guarantee and per diem owed from the 16th through the 30/31st of the prior month. The direct deposit on the 22nd includes one-half of the monthly minimum guarantee, the per diem owed from the 1st through the 16th of the current month, and all additional pay owed from the prior month.
3. Flight Attendants will receive access to their timesheet from the prior month on the 7th of the current month.
4. Payroll Corrections
 - i. Payroll Underpayment Corrections. The Company will correct payroll underpayments within five (5) business day following notification to the Company of the underpayment.
 - ii. Payroll Overpayment Corrections. The Company will notify a Flight Attendant of any overpayment corrections prior to the pay date on which the correction will be made. The Company will not deduct more than \$50.00 per paycheck when making the correction. In the case of substantial overpayment, the Company may reverse the payment or work with the Flight Attendant to resolve the issue.

Section 4: Vacation and Sick

A. General

1. Vacation and Sick accrual for Flight Attendants begins on a Flight Attendant's date of hire.
2. A Flight Attendant will not be required to remain in contact with the Company while on Vacation or Sick.

B. Vacation

1. Flight Attendants will accrue Vacation of 3.5 hours equaling to one (1) day of PTO per schedule below. At no time is Vacation eligible or 120% incentive pay.

Vacation Based on DOH	Monthly Vacation Accrual	Vacation Days/Year
0 - 24 months	1.458 hours/month	5 days or 17.5 hours
25 + months	2.917 hours/month	10 days or 35 hours

2. Vacation Bidding

- i. Bidding for vacation periods shall typically commence no earlier than December 1st of each year and shall be completed no later than December 7th of each year. Vacation Awards should be posted no later than 15th December of each year.
- ii. Each block of Vacation awarded under this paragraph is five (5) days unless the accrued Vacation available to a Flight Attendant is less than five (5) days, in which case the amount available will be bid.
- iii. Preference in the period in which a Flight Attendant shall be permitted to take Vacation blocks shall be granted in the order of the seniority of all Flight Attendants at her/his base.

3. Vacation will not be carried over to the subsequent calendar year.

4. Vacation Treatment on Separation

- i. Flight Attendants will receive payment for any earned, accrued, and unused Vacation upon separation from the Company if at least two weeks' notice is provided.
- ii. Flight Attendants that do not provide at least two weeks' notice, forfeit the payout of any accrued, unused Vacation.
- iii. If a Flight Attendant has any infraction or disciplinary concerns during their two weeks' notice, forfeit the payout of any accrued, used Vacation hours.
- iv. If the Company accepts resignation effective immediately, rather than allowing the Flight Attendant to work out their two weeks' then the Flight Attendant will be paid earned, accrued, unused Vacation hours.

C. Sick Procedure

1. A Flight Attendant will accrue 1.458 hours of sick time per Bid Period Month. The maximum sick bank is 35 hours. A Flight Attendant may use their sick time once accrued, and at least 90 days after date of hire.
2. Sick leave will be deducted from the Flight Attendant's bank on a one-for-one basis for each Credit Hour, or portion thereof, missed because of a Flight Attendant's illness or injury, up to the balance of the bank.
3. A Flight Attendant will notify Crew Scheduling once they know they are unable to report for work due to illness or injury.

Section 5: Expenses

A. Per Diem Allowance

1. Domestic per diem will be \$2.35 per hour or fraction thereof. International per diem will be \$3.17 per hour or fraction thereof.
2. To determine if a Flight Attendant is eligible for domestic or international per diem, the per diem applies to where the crew rested that day.

B. Lodging

1. On scheduled and unscheduled overnights and for training out of domicile, Flight Attendants will be furnished safe, comfortable, and adequate single occupancy accommodations. The Company will use reasonable efforts to attempt to select hotels with adequate eating facilities in the hotel or nearby.
2. Flight Attendants will have advanced reserved lodging accommodations for scheduled overnights when scheduling permits.
3. Upon request, the Company will meet with the AFA Hotel Committee to review any concerns about the suitability of crew lodging, crew meals or transportation.

C. Crew Meals

Per the below chart, crew meals will be provided depending on Flight Attendant's Duty Period. The Flight Attendants may discreetly eat on board when not actively assisting passengers or performing duties, or between flights during the course of the Flight Attendant's duty day.

Duty Period	Beverage	Sandwich	Hot Meal	Catering
0-6 Hours	Yes	No	No	Water and Soda
6-8 Hours	Yes	Yes	No	Water and Soda Sandwich, Chips, Cookie
8-10 Hours	Yes	Yes	Yes	Water and Soda 1 Hot Meal, 1 Sandwich
10-12+ Hours	Yes	No	Yes	Water and Soda 2 Hot Meals

D. Ground Transportation

The Company will provide transportation between the airport or training facility and the lodging facility.

E. Passports, Visas, and Required Inoculations

1. It is the responsibility of the Flight Attendant to maintain and carry a valid passport at all times. Passports must be renewed so that they have twelve (12) months of validity.
2. The Company will reimburse Flight Attendants for the cost of required visas, inoculations, and airport and passenger charges or taxes necessary for Company business.

Section 6: Hours of Service

A. Duty Limits and Rest Periods

1. Flight Attendant duty and rest periods shall comply with applicable Federal Aviation Regulations (FARs).
2. A Duty Period shall start at Show Time and conclude at block-in plus 30 minutes.
3. A Flight Attendant will be scheduled for rest in compliance with the FARs.
4. Flight Attendants are allowed to take onboard rest when part of an augmented crew. A Flight Attendant will be allowed to close their eyes during onboard rest.

B. Report and Release

1. Show Time for a commercial or company aircraft Deadhead will be ninety (90) minutes for domestic and three (3) hours for international.
2. Show Time for working segments will be no greater than one and a half (1.5) hours for a domestic segment and two (2) hours for an international segment. Show Time may be modified based on operational necessity.
3. Release time will be thirty (30) minutes after block-in of the last flight

Section 7: Scheduling and Reserve

A. Bid Lines

1. Bid lines include days on and days off.
2. The Company will determine the lines of flying, the duration of bid periods, the rotation of duty periods and days off.
3. Bid Periods
 - i. Prior to bids opening, the Company will notify Flight Attendants if any of the bid lines will exceed one month (30 or 31 days). Bid periods will be in month increments and cannot be longer than 3 months.
 - ii. In a 30-day month, the bid portion will have 20 days on (meaning work or reserve days) and 10 days off. In a 31-day month, the bid portion will have 20 days on (meaning work or reserve days) and 11 days off.
4. Bid lines will be published no later than the twentieth (20th) day of the month prior to the beginning of the bid period. Flight Attendants will have four (4) days to submit bids, which will be awarded in seniority order. A Flight Attendant who does not bid sufficient lines to be awarded her/his bid will be assigned a line at the discretion of the Company. Bid line awards will be published to Flight Attendants within four (4) days after the close of bidding.
5. Flight Attendants who have not completed training (including IOE), who have a leave of absence for part of a bid period, or who have not been released as fit to fly at least one (1) business day from the close of bidding, will not be awarded a bid line. Such Flight Attendants who subsequently completes training or are released to duty will be assigned flying or reserve duty for the remainder of the bid period.
6. Flight Attendants who are awarded a bid that has days off that conflict with scheduled training will have their days off moved to accommodate the training. Flight Attendants may request to move these days off, subject to the approval of the Manager of Scheduling or their designee based on the needs of the operation.
7. If a Flight Attendant did not receive a day off on a life event in the bid award, the Flight Attendant may request the day(s) off from the Inflight Director or designee and approval will be subject to operational necessity.

8. Awarded lines modified for scheduled Vacation, customer-initiated schedule changes or other known events may have conflicting flight assignments replaced with reserve duty.
9. Upon request, the Company will discuss with the Union Scheduling Committee scheduling related issues and receive input on the construction of bid lines.

B. Positioning - Flight Attendants will be positioned for flight assignments starting at, and returning to, their Base airport. A Flight Attendant may request, at the time of the initial bidding process, to have a rest period added to her/his schedule at the end of a duty period prior to positioning home.

C. The Company will provide air or ground transportation at no cost to the Flight Attendant for positioning to and from their Base. Flight Attendants will be reimbursed for reasonable expenses incurred related to positioning.

D. Trip Trades

1. Flight Attendants may request to trade days on and days off by contacting the Director of Inflight or their designee.
2. Trades will be approved based on operational needs and so long as the trades do not violate FARs or any provision of this Agreement or interfere with a Flight Attendant's training.

E. Deadheading – Deadheading may occur on a Company flight, a corporate charter, a commercial flight or by surface/ground transportation. Transportation to/from the airport to a local hotel is not considered a ground deadhead.

F. Notification of Schedule Changes

1. A Flight Attendant will be notified of change(s) to their schedule by a designated Company representative.
2. All telephone lines used for conversations between Flight Attendants and Crew Scheduling will be recorded and Crew Scheduling will call from a known company number. The recordings will be retained for ninety days (90) days from the date of the conversation. If a recording has been identified as part of an investigation or grievance, the Company will retain and produce the recording to the Union upon request.

G. Dedicated Crew

1. A Dedicated Crew Assignment is one in which a fixed compliment of Flight Attendants is selected to comprise the crew for one or more flights. The Company may designate a specific Base(s) or Home Base(s) from which dedicated flying shall be staffed. The Company may Temporary Duty ("TDY")

Flight Attendants for such assignments (not applicable to Home Based Flight Attendants). The Company will post Dedicated Crew vacancies for bid in accordance with Section 18 Vacancies. The posting will include the anticipated duration and specific information associated with the assignment.

2. The Dedicated Crew positions will be awarded under Section 18 Vacancies.
3. If a client requires interviews with interested Flight Attendants for Dedicated Crew positions the interview process will include a staff member from the Human Resource Department to ensure compliance with all applicable federal, state, and local laws and this Agreement. The positions will be awarded to those chosen by the client. If more than the number needed for the positions are selected by the client, the Flight Attendants will be awarded the position in seniority order. The Company shall ensure that all bidding Flight Attendants senior to the most junior Flight Attendant selected will have the opportunity to be interviewed.

H. Reserve

1. A Flight Attendant on a Reserve Availability Period (RAP) must be able to be contacted at her/his designated telephone number. A Flight Attendant on a RAP must confirm an assignment within ten minutes (00:10) from the time the call was made. Flight Attendants on RAP must be able to report, at their home airport, for duty within a period not less than two hours (2:00) from when the initial call was made by the Company.
2. When contacting a Flight Attendant on reserve, the Company shall use the phone number designated as the primary contact number by the Flight Attendant for this purpose. The Company will call from a known company number.
3. A Flight Attendant will be assigned a Reserve Availability Period (RAPs) of no more than fourteen (14) hours per day.
4. Next Day Reserve Assignment Confirmation

In addition to a RAP, a reserve Flight Attendant may be required to be contactable for the rest of the day outside of the assigned fourteen (14) hours based on staffing needs. When operationally necessary, the number of these assignments will only be given to cover the operation as needed. Flight Attendants will be assigned this additional coverage with the Company considering availability and seniority in inverse seniority order. A Flight Attendant during this period must confirm an assignment within an hour from the time the call is made and must be able to report, at their home airport, for duty no earlier than 4:00 AM local time the next day.

5. The Company will consider seniority, availability, and time balancing in assigning reserve Flight Attendants.

Section 8: Leaves

A. Personal Leave of Absence

1. A Flight Attendant who is not on probation, upon written request specifying the reasons for such leave, may be granted an unpaid leave of absence for a continuous period not in excess of six (6) months at the Company's sole discretion and based on the Company's operational needs. Personal leaves of absence may be extended beyond six (6) months at the Company's sole discretion and based on the Company's operational needs. A personal leave under this Section A. will run concurrent with (not in addition to) any FMLA, medical, or other leaves, if applicable.
2. When a leave is granted, the Flight Attendant shall retain and continue to accrue seniority during the entire leave period. They shall retain and continue to accrue longevity for pay purposes for the first thirty (30) days of such leave.
3. Flight Attendants on personal leaves of absences in excess of the end of the month in which their leave begins shall be entitled to Company-provided health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate. If the Flight Attendant is more than forty-five days in arrears on payment for their share of health benefits, such benefits shall be immediately terminated.
4. A Flight Attendant who seeks to return from a personal leave of absence prior to the expiration date of the leave may be permitted to do so at the sole discretion of the Company if the operational needs of the Company permit.

B. Family Medical Leave of Absence

1. A Flight Attendant who qualifies under the federal Family and Medical Leave of Absence law, or under the state equivalent of their base will receive such benefits as provided by law. Intermittent leave is not allowed for well baby care for the birth or adoption of a child, such leave must be taken in one continuous block. Flight Attendants are also eligible for State FMLA leave if they so qualify.
2. A Flight Attendant's health benefits shall continue for the first ninety (90) days of the leave set forth above at the same benefit level and cost as if the Flight Attendant were not on leave. Such Flight Attendant must continue to pay their share of the medical premium to continue coverage. If the Flight Attendant is more than forty-five days in arrears on payment for their share of health benefits, such benefits shall be immediately terminated. A Flight Attendant on FMLA leave in excess of ninety (90) days shall be entitled to health benefits for the duration of the leave only upon reimbursement to the Company on a monthly basis of the full cost of such benefits at the applicable COBRA rate.

3. A Flight Attendant who ceases to perform flight duties pursuant to paragraph B.1. above will use their accumulated Sick prior to beginning unpaid leave.
4. A Flight Attendant on FMLA leave shall retain and continue to accrue seniority for the entire leave period. She/he shall retain and continue to accrue longevity for pay purposes for the first thirty (30) days of the leave.

C. Medical Leave of Absence

Upon written request to a Company designated representative accompanied by satisfactory medical evidence of their serious medical condition, a Flight Attendant who is unable to perform the duties of her/his position on account of illness or injury and who does not qualify for FMLA pursuant to paragraph B.1., above, or who has exhausted the FMLA pursuant to paragraph B.1., above, and who has also exhausted their PTO bank will be granted an unpaid medical leave of absence not to exceed a continuous period of twenty-four (24) months. Such Flight Attendant will be entitled to accrue seniority for the duration of the leave, and will retain and continue to accrue longevity for pay purposes for up to thirty (30) days of said leave. A medical leave of absence under this paragraph shall run concurrently with (not in addition to) FMLA leave or other medical leaves taken will reduce the maximum of twenty-four (24) months.

D. Bereavement Leave of Absence

Bereavement leave to attend to matters resulting from a death in the immediate family of a Flight Attendant shall be granted for up to three (3) days. Additional unpaid leave may also be granted as provided in this section. For purposes of this paragraph, the immediate family is defined as a spouse, domestic partner, child, parent, sibling, stepchild, spouse's parent, spouse's sibling, team member's grandparent, or any other relation required by applicable law. The Company may grant bereavement leave for persons other than the Flight Attendant's immediate family. The Flight Attendant shall be paid and credited for flights missed or a reserve day missed at the applicable rate for each day of such leave.

E. Jury Duty Leave of Absence

When called for jury duty, a Flight Attendant shall be paid and credited at the standard minimum daily pay (toward monthly guarantee) for up to five (5) days-missed at the applicable rate for each calendar day of jury duty. Jury duty leave pay shall be offset by any amount a Flight Attendant received from the court, excluding mileage and expenses. Claims for jury duty leave shall be made in writing as far in advance as possible, and include the jury summons documentation. The Flight Attendant shall notify the Company of release from jury duty so that she/he can be placed back on flying status. Upon request, the Company will write a letter to the Court requesting postponement of or excuse from the Flight Attendant's jury duty.

F. Civic Duty Leave

A Flight Attendant who attends a legal proceeding at the request of the Company shall have her/his trip(s) dropped with pay and credit. Nothing herein shall preclude a Flight Attendant from agreeing to do so on her/his day(s) off, in which case she/he will receive pay and credit at the minimum daily rate for each day(s).

A Flight Attendant who otherwise needs to attend a legal proceeding may have their trip(s) dropped without pay and credit, providing sufficient documentation has been supplied to their Inflight Director or designee.

G. Union Leave

A Flight Attendant who is elected to or accepts a full-time position with the Union will retain and accrue Seniority, and will retain but not accrue Longevity while working for the Union. She/he will retain Eastern Airlines pass benefits including buddy passes, if applicable.

H. Domestic Abuse Leave

A Flight Attendant who is a victim of domestic abuse, stalking or sexual assault is eligible for three (3) unpaid working days during a rolling 12-month period, or more days if provided for by state law. A Flight Attendant may use the leave to seek a civil protection order, obtain medical or mental health counseling for herself/himself or her/his children, secure her/his home or seek legal assistance. Appropriate advance notice must be provided except in cases of imminent danger.

I. Military Leave of Absence

Unpaid Military Leaves and reemployment rights and benefits shall be provided as required by applicable federal and/or state law. A Flight Attendant shall request leave to cover their anticipated absence. They shall provide to the Company written notice and a copy of the orders directing the military duty as soon as known to her/him.

J. Voluntary Time Off

1. At times, based upon current business needs, the Company may solicit Flight Attendants to accept voluntary time off with or without pay. The Company will designate whether such voluntary time off will be paid or unpaid (and the number of hours of pay available to volunteers). Such requests are generally for no more than thirty (30) days. Prior to offering voluntary leaves, the Company will give the Union advance notice.
2. Voluntary leaves of absences will be granted in seniority order. However, the Company may limit or target the number of leaves granted due to operational

needs, such as limiting the number of leaves at a particular base, location or region, or limiting the number of leaves for certain qualifications like Leads or foreign language proficiency.

3. A Flight Attendant who is scheduled for training during the period of time off will be required to attend the training if failing to do so will cause the Flight Attendant to become de-qualified. The Flight Attendant will be paid for training as outlined in Section 3 Compensation.
4. While on voluntary time off with or without pay, a Flight Attendant shall continue to accrue seniority, longevity and all benefits as if she/he were an active Flight Attendant. Additionally, she/he shall maintain all benefits available prior to the leave at the active employee rate.
5. A Flight Attendant on voluntary time off under this paragraph may engage in other outside employment as long as it does not impair the Flight Attendant's ability to return from leave.

K. General

1. Upon completion of an approved leave of absence, the Company shall reinstate the Flight Attendant, subject to requalification, to the job classification and base held prior to the start of the leave.
2. A Flight Attendant on leave of absence, whose seniority is such that she/he would have been furloughed had she/he not been on leave of absence, shall promptly be notified that her/his rights under the Agreement have been changed to those of a furloughed Flight Attendant. If there is a subsequent expansion in service, such Flight Attendant, if her/his seniority warrants, shall be recalled or shall again revert to leave of absence status with the accompanying rights and obligations of this Section.
3. During Requalification Training or Recurrent Training (Annual Recertification) after a leave of absence, a Flight Attendant shall receive training pay in accordance with Section 3 Compensation.
4. Active payroll status, including benefits eligibility, shall begin on the first day after the expiration of a leave if the Flight Attendant is immediately available for service, and if the Flight Attendant is not required to undergo Requalification or Recurrent Training (Annual Recertification).
5. Requalification or Recurrent Training
 - i. When a Flight Attendant is required to undergo Requalification or Recurrent Training (Annual Recertification) upon return from a leave of

absence, such Flight Attendant shall be placed on active payroll status upon completion of such Training.

- ii. Flight Attendant returning from a leave of absence who requires Requalification or Recurrent Training will not be required to wait for more than twenty-one (21) days to begin the training upon expiration of the leave.
- iii. Should the Company be unable to accommodate the twenty-one (21) day requirement, the Flight Attendant will be placed on active payroll status on the twenty-first (21st) day if the Flight Attendant is otherwise qualified to perform.

6. A Flight Attendant who fails to return to work at the expiration of a leave shall be considered as being on unauthorized leave and may be removed from the seniority list and administratively discharged.
7. The pass travel privileges of a Flight Attendant on a Bereavement Leave, Jury Duty Leave, Civic Duty Leave, Union Leave, Domestic Violence Leave, Military Leave, or Voluntary Leave will be the same as if she/he were an active Flight Attendant. A Flight Attendant on another type of Leave of Absence who is medically cleared for air travel may request passes, on a case-by-case basis, and will not be unreasonably denied.

Section 9: Uniforms

A. Initial and Replacement Uniforms

1. A Flight Attendant shall wear the standard uniform prescribed by Company regulations while on duty.
2. Payment for initial uniform by the Flight Attendant shall be made through payroll deduction, in the amount designated by the Flight Attendant, but not less than fifty dollars (\$50) per pay period. Any balance remaining at the time of resignation or termination will be deducted from the Flight Attendant's final paycheck.
3. The initial uniform and the price of additional uniform pieces purchased through the Company will be at the Company's cost (no upcharge).
4. The initial uniform consists of the following:
 - i. Black Pants (1 pair)
 - ii. Black Vest
 - iii. Blazer
 - iv. Tie or Scarf
 - v. Long Sleeve Shirt (2)
5. The Company will supply one pair of wings at no cost to the Flight Attendant. A Flight Attendant whose wings are damaged in the course of employment with the Company will, upon presentation of the damaged wings, provide a replacement at the Flight Attendant's expense, at the Company's cost (no upcharge).
6. Flight Attendants will be permitted to wear one official Union insignia in the form of a small pin.

B. Damaged/Stolen Uniforms

On a case-by-case review, a Flight Attendant may request reimbursement or replacement when a uniform or luggage is damaged or stolen as a direct result of performing duties for the Company. The Company will use reasonable discretion in granting these requests on a case-by-case basis.

Section 10: Seniority

A. Seniority Accrual

Flight Attendant system seniority will accrue from the date of commencement of initial Flight Attendant training. Two or more Flight Attendants beginning training on the same day will have seniority established on the basis of the last four digits of social security numbers, the lowest four numbers being more senior.

B. Seniority List Posting

The Flight Attendant seniority list will be updated with any changes and included as part of the bid package.

C. Seniority List Discrepancies

Any alleged error or omission affecting a Flight Attendant's seniority on any seniority list may be protested by the affected Flight Attendant or the Union, in writing, to the Director of Inflight Services (or her/his designee) with a copy to the Union MEC President or her/his designee. The protest must be filed with the Director of Inflight Services (or her/his designee) within thirty (30) days following the posting. A Flight Attendant making no protest within the time specified may not thereafter protest the alleged error or omission on the disputed list. The exclusive remedy of an error shall be the correction of the Seniority List on a prospective basis and no Flight Attendant shall be entitled to any pay or monetary relief.

D. Seniority Application

Seniority will govern bid period bidding rights, furlough, recall after furlough, vacation preferences, and other items as stated in this Agreement.

E. Seniority Loss

Seniority will be forfeited in the event of resignation, termination, retirement, or continuous furlough in excess of seven (7) years. While occupying a management position with the Company in the Inflight department, a Flight Attendant shall retain and accrue their Seniority and Longevity as long as they remain qualified to perform Flight Attendant duties. Temporary loss of qualification will not affect seniority and longevity as long as the qualification is restored. If a Flight Attendant transfers outside the Inflight department, they will retain but not accrue Seniority for twelve (12) months; thereafter, they will be removed from the Seniority list.

F. Longevity

A Flight Attendant's total active service for the Company shall determine her/his eligibility for compensation and benefits based on longevity as outlined specifically in this Agreement. Longevity accrual during leaves shall be governed by Section 8 Leaves.

G. Management Flying

Inflight Service Department management personnel will not bid for a monthly schedule. However, qualified management personnel may fly when necessary to prevent cancellations or delays, prevent junior assignments; retain currency; perform observation flying, perform check rides, and short notice or ad hoc flying.

H. Probation

1. A Flight Attendant will be on probation for the first three hundred and sixty-five (365) days of active service with the Company as a Flight Attendant. Probation shall commence on a Flight Attendant's seniority date.
2. Probationary Flight Attendants shall not have access to the grievance process set forth in Section 13 Grievances for a termination or matters of discipline. However, a probationary Flight Attendant may file a contractual grievance.

Section 11: Union Activities

A. New Hire Orientation

A Union representation shall be allotted thirty (30) minutes during initial training of each new hire Flight Attendant class for the purpose of Union orientation. The Union shall coordinate the date and time of this orientation with the Company. The Union will not make negative or inflammatory remarks about the Company or its employees during such presentations. Should the Company believe negative or inflammatory remarks were made, it may require that the Union representative end the presentation immediately. The Union will take immediate steps to correct the matter and prevent its reoccurrence. A representative of the Company may attend the Union presentation.

B. Flight Attendant Information

The Company will provide AFA International the following information monthly in electronic format that can be sorted and searched electronically:

1. All Flight Attendants who have separated from the Company
2. All Flight Attendants on leaves of absence, including off payroll dates and return to work dates (if known)
3. A new hire list that includes date of graduation
4. Seniority list with the Flight Attendant's name, employee number, address, email addresses, status, and base

C. Union Business to Trip Drops

1. The Company shall allow Flight Attendants designated by the Union to drop duty days for the purpose of conducting Union business, subject to the needs of the operation. All requests for drops shall be directed from the MEC President to the Inflight Director or her/his designee.
2. Flight Attendants dropping trips or reserve days for Union business shall receive full pay and credit. They shall also accrue seniority, longevity, and all benefits as though they had performed the duty from which released.
3. The Company shall invoice the Union for the cost of the trips dropped for Union business. This invoice will include a 25% override.
4. The Company shall use its best efforts to invoice the Union on a monthly basis and the Union shall remit payment to the Company within thirty (30) days of receiving the invoice. Invoices shall be sent electronically to afainvoices@cwa-union.org directed to the Union's Accounting Department.
5. If a Flight Attendant becomes unqualified while on Union leave, the Company shall work with the Flight Attendant to schedule them in an upcoming training class for

the purpose of requalification.

D. Collective Bargaining Agreement

The Agreement and any future Letters of Agreements (LOAs) will be published on the Company document system.

E. Flight Attendant Elected to International Office

A Flight Attendant who is elected or appointed to a national position with the Union will, upon application to the Company, be granted a leave of absence for the term of the position. If re-elected, the leave will be extended. The Flight Attendant will continue to retain and accrue seniority.

Section 12: Agency Shop and Dues Checkoff

- A. Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union will be required, as a condition of continued employment, within sixty (60) days following the beginning of such employment or as provided for in the Union's Constitution and Bylaws, whichever is later, to pay to the Union a monthly service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments.
- B. If any Flight Attendant covered by this Agreement becomes more than sixty (60) days delinquent in the payment of her/his service charge or membership dues, the Union will notify such employee by Certified Mail, Return Receipt Requested, with a copy to the Director of Human Resources (or his/her designee), that s/he is delinquent in the payment of such service charge or membership dues and is subject to discharge as a Flight Attendant from the Company. Such letter will also notify the Flight Attendant that s/he must remit the required payment within a period of thirty (30) days or be discharged.
- C. If, upon the expiration of the thirty (30) day period, the Flight Attendant remains delinquent, the Union will certify in writing to the Director of Human Resources (or his/her designee), with a copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Director of Human Resources will thereupon take proper steps to discharge such Flight Attendant from the service of the Company.
- D. A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures:

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

E. During the period a grievance is being handled under the provisions of this Section, and until final award by the Director of Human Resources or the neutral referee, the Flight Attendant will not be discharged from the Company nor lose any seniority rights solely because of noncompliance with the terms and provisions of this Section:

1. A Flight Attendant discharged by the Company under the provisions of this paragraph will be deemed to have been "discharged for cause."
2. The Company will not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written order by an authorized Union representative under the terms of this Section.
3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

F. Dues and Initiation Fees

1. During the life of this Agreement, the Company will deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Union membership dues, dues in arrears and any initiation fee uniformly required by the Union as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge, provided such Flight Attendant voluntarily executes an agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Service Charge and Dues," also to be known as a Service Charge and Dues Form, will be prepared and furnished by the Union. The initiation fee will be deducted in equal payments from the first two (2) pay checks after the Company's receipt of the Service Charge and Dues Form, in accordance with paragraph 3., below.
2. When a Flight Attendant properly executes such Service Charge and Dues Form, the International Secretary-Treasurer of the Union will forward an original copy to the Director of Human Resources (or his/her designee). Any Service Charge and Dues Form which is incomplete or improperly executed will be returned to the International Secretary-Treasurer. Any notice of revocation as provided for in the Agreement or the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the Director of Human Resources (or his/her designee), with a copy to the Union. Such revocation will not relieve a Flight Attendant covered by this Agreement of the obligation to remit the required payments to the Union by alternate means. Service Charge and Dues Forms and notices received by the Company will be dated on the date received.

3. When a Service Charge and Dues Form is received by the Director of Human Resources on or before the first day of the month, deductions will commence with the first payday of the following month and will continue thereafter until revoked or canceled as provided in this Section. The Company will remit to the Union payment of all dues and assessments or service charges collected on a given payday within fourteen (14) days. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of membership dues or service charges to the Union will be accompanied by a list showing names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.
4. If the Company experiences problems with the payroll deduction of union dues, service fees and initiation fees, the Company and the Union will mutually agree on a course of action to resolve the problem. The affected Flight Attendants will be informed of the resolution at least fourteen (14) days before the first paycheck affected by the resolution.
5. Suspension or Termination of Dues Obligations
 - i. No deduction of dues or service charges will be required of any Flight Attendant who has been transferred to a job not covered by this Agreement, Management position, who is on furlough, or who is on leave without pay. Upon return to work as a Flight Attendant, whether by transfer, termination of leave without pay, or recall from furlough, deductions will be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the appropriate provisions of this Section and of the Railway Labor Act, as amended.
 - ii. A Flight Attendant who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, will be deemed to have automatically revoked her/his assignment. If the Flight Attendant is reemployed by the Company as a Flight Attendant, deductions will commence upon execution and receipt of a new Service Charge and Dues Form.
6. Deductions of membership dues or service charges will be made monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. Separate and apart from all deductions for initiation fees and dues referenced herein, should a member fall into arrears, the Company shall deduct from the second paycheck of each month an additional amount, equal to one (1) month's dues, for the purpose of satisfying the arrears obligation and to pay such amount directly to the designated officer of the Union. Such arrears deduction shall continue until the dues arrears is satisfied. In the event of termination of the

Flight Attendant's employment, the obligation of the Company to collect dues or service charges will not extend beyond the monthly period in which her/his last day of work occurs.

Section 13: Grievances

A. Grievances Definition

1. The dispute resolution procedures established herein apply to a Flight Attendant covered by this Agreement, or the Union on behalf of a Flight Attendant covered by this Agreement, who has a grievance arising out of the interpretation or application of the terms of this Agreement, or who believes she/he has been unjustly disciplined or discharged.
2. The Union will not grieve and the Company need not accept any grievance challenging discipline or discharge filed on behalf of a Flight Attendant who has not completed the probationary period established under this Agreement. However, a probationary Flight Attendant, or the Union on behalf of a probationary Flight Attendant, shall have the right to submit grievances asserting a contract violation unrelated to discipline or discharge.

B. Company Investigations

1. When the Company conducts an investigatory meeting, which may lead to disciplinary action or discharge, the Flight Attendant shall be entitled to Union representation upon request. If Union representation is unavailable, the Flight Attendant may choose to be represented by another employee.
2. Prior to any investigatory meeting, the Flight Attendant and Union representative shall be notified in writing the charges against the Flight Attendant. The written notice will be provided at least twenty-four (24) hours prior to the investigatory meeting.
3. The Company will use its best efforts to hold the investigatory meeting must be held within ten (10) days from receipt of the written statement of the charges by the Flight Attendant, or as mutually agreed by the Parties.
4. The investigatory meeting may be in person or by telephonic/video means. All in-person investigative meetings will be conducted at the Flight Attendant's base or Company headquarters. If the investigatory meeting is held out of the Flight Attendant's base and travel is necessary, the Company will provide Flight Attendant being investigated with Company positive space travel over the lines of the Company or commercial travel to and from the investigatory meeting or hearing. If unable to attend in person, the Union representative may attend virtually.
5. At the investigatory meeting, the Flight Attendant will be provided an opportunity to answer/defend against the charges brought against her/him.

6. The Company will use its best efforts to discipline a Flight Attendant within thirty (30) days from the time the Company has reasonable first knowledge of the incident giving rise to the discipline/discharge.
7. Investigations shall not take place on a Flight Attendant's day off, unless exigent circumstances exist.
8. Within twenty (20) days from the conclusion of the investigatory meeting, the Company will notify the Flight Attendant and the Union, in writing, of any discipline or discharge. The writing shall set forth the reason(s) for the Company's action. The notice may be sent via email or hand-delivery.
9. The Company may hold a Flight Attendant out of service pending investigation. In the event that there is no discipline or discharge, the Flight Attendant will be made whole.
10. Flight Attendants who have passed their probationary period can only be disciplined or discharged for just cause.

C. Grievance Procedure

1. Grievances must be filed in writing with the Director of Inflight Services, or designee, and contain a reference to the provision(s) of the Agreement alleged to have been violated. Grievances must be filed within thirty (30) days from the time in which the affected Flight Attendant(s) became aware or reasonably should have become aware of the issue in dispute.
2. Step 1: Within fourteen (14) days of receipt of the grievance, a hearing will be held by the Director of Inflight or designee.
3. Step 2: The Director of Inflight Services, or designee, will render a written decision within fourteen (14) days after submission of the written grievance. The decision will refer to the alleged facts set forth in the grievance and the provisions of the Agreement alleged to have been violated.
4. Step 3: If the decision at Step 2 is not satisfactory, or if no decision is issued by the Company, the grievance may be appealed by the Union to the System Board of Adjustment. The submission to the System Board of Adjustment must be emailed within thirty (30) days after the Director of Inflight or designee issues her/his decision. In the event no decision is issued by the Company, the grievance automatically appeals to the System Board of Adjustment after forty-four (44) days from when the decision was due.

D. Grievance Mediation

The parties may elect to resolve outstanding grievances through the National Mediation Board Grievance Mediation process up to four (4) times per year.

E. Grievance Procedures – General

1. Time limits in this Section may be extended by mutual agreement of the parties.
2. Grievances may be submitted and replied to by e-mail. Copies of the Company's responses to grievances will be sent to the MEC/LEC President, the MEC Grievance Chairperson, and the AFA legal department via email.
3. If the Company fails to respond to a grievance within the time limits in this section, the Union may appeal the grievance automatically to the next level.

Section 14: System Board of Adjustment

A. System Board of Adjustment

1. 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 arising under the terms of this Agreement.
2. The System Board of Adjustment ("Board") shall consist of three (3) members, one (1) selected by the Company, one (1) selected by the Union, and a third neutral arbitrator selected by: (a) mutual agreement; or (b) alternate strike from a panel of seven (7) arbitrators selected from the panel of the parties. Such appointees shall be referred to herein as "Board Members." The neutral arbitrator shall be designated as the chairperson and will preside at the hearings of the Board.
3. The Panel of Arbitrators

A panel of seven (7) arbitrators is hereby established. The arbitrators selected as follows:

- i. John L. Woods
- ii. Steve Crable
- iii. John LaRocco
- iv. Bonnie Siber Weinstock
- v. Lynn Gomez
- vi. Marlene Gold
- vii. Gil Vernon

4. The parties may mutually agree on removing an arbitrator from the list at any time. The arbitrator would be replaced by the following process:
 - i. The Association and the Company will exchange a list consisting of three (3) arbitrators.
 - ii. If there is an arbitrator common to both lists, the arbitrator will be automatically added to the panel. If there are multiple names in common on both lists, unless otherwise agreed, the arbitrator with the last name that comes first alphabetically will be chosen.
 - iii. If there are no names in common, the process in 4.i and 4.ii will be repeated. Nothing will preclude the parties from mutually agreeing to an arbitrator outside of this process.

B. Board Jurisdiction

1. The Board shall have jurisdiction over grievances or over the interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions. Nor will jurisdiction of the Board extend to cases involving the discipline or discharge of probationary Flight Attendants.
2. The Board shall consider any dispute properly submitted to it by either party when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
3. All submissions of a dispute referred to the Board will be addressed to the Board with one (1) copy to the Company, one (1) copy to the Union, and one (1) copy to the neutral member once the neutral member is appointed. Each such submission will state:
 - i. Question or questions at issue;
 - ii. Statement of facts;
 - iii. Position of the Union; and
 - iv. Position of the Company.

C. Board Procedures

1. Upon the request of a member of the Board, or any party to the dispute, the Board will summon witnesses employed by the Company who may be reasonably deemed necessary by a party to the dispute or a member of the Board.
2. Flight attendants who are participants at a System Board hearing will be released from duty in order to attend the hearing. The Flight Attendant participants requested by the Union may be limited to five (5) in number by the Company if more participants will impact the Company's operational needs. The parties will cooperate in good faith on the number and scheduling.
3. System Board hearings will take place in the city where the general offices of the Company are located or another site mutually agreed upon by the Company and the Union.
4. The reasonable expenses and compensation of the Chairperson of the Board will be shared equally by the Company and the Union. The Company and the Union will also share the cost of the hearing meeting room.
5. The cost of the stenographic report of a System Board hearing will be shared equally between the Company and the Union.

6. Each Board Member and witness will be free to discharge her/his duty in an independent manner without fear of retaliation or adverse action by the Company and that her/his individual relations with the Company, the Union or other Flight Attendants may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
7. A majority vote of the members of the System Board shall be competent to reach a decision, which shall be final and binding.
8. All time limits in this Section may be extended, orally or in writing, by mutual agreement of the Company and the Union.

Section 15: Training

A. General

1. Flight Attendants will be assigned training by the Company. Recurrent training may be rescheduled for operational needs, and the Company will give as much notice as practical of the change.
2. Dates and locations of training will be posted by the Company in advance for those required to attend training during that bid month. Such schedule may be amended at any time at the Company's sole discretion based on operational needs. A Flight Attendant will not be required to attend training during a leave of absence or while on awarded vacation.
3. The maximum duty day for training days, excluding lunch and breaks, will be ten (10) hours. This limitation shall not apply to Flight Attendants who opt to re-take a test after class has been excused.
4. Pay for training is as specified in Section 3 Compensation.
5. Flight Attendants shall be trained to work onboard all Company aircraft types that require Flight Attendants.

B. Training Out-of-Base

The Company will inform the Flight Attendant of deadhead information, including flight information and record locator numbers (if applicable), on a Flight Attendant's schedule.

C. Training Failures

1. A Flight Attendant who fails to satisfactorily complete all required training may request to be given remediation retraining as determined by management and have a second opportunity to satisfactorily complete the training event. A probationary Flight Attendant may be given retraining at the discretion of management.
2. A Flight Attendant who fails a recurrent class may request to be given additional remediation training and be allowed a reasonable break before retaking the event. If training goes through the entire day, a reasonable break means the following day. If training is completed in the morning, a reasonable break may mean later the same day.

Section 16: Furlough and Recall

A. Furlough

1. When a furlough becomes necessary, the Company may first offer Flight Attendants a voluntary furlough, in order of Flight Attendant System Seniority. The Company will give a minimum of seven (7) days' notice of the opportunity for voluntary furlough.
2. If voluntary furloughs do not achieve sufficient reduction in force, Flight Attendants will be furloughed in inverse order of Flight Attendant System Seniority.
3. A Flight Attendant will be given at least twenty-one (21) days' written notice of involuntary furlough, or pay in lieu thereof, except in cases of emergency, strikes, Acts of God, or loss of business. The Union will be provided a copy of such furlough notice.
4. A Flight Attendant will continue to retain and accrue seniority while on furlough. A Flight Attendant will retain longevity while on furlough but will not accrue additional longevity while on furlough.
5. The Company will continue a Flight Attendant's health insurance benefits for the remainder of the month in which s/he is furloughed, after which the Flight Attendant will be eligible to continue coverage under COBRA, in accordance with state and federal law.

B. Recall

1. Furloughed Flight Attendants will retain recall rights for three (3) years following the date of the furlough.
2. Flight Attendants will be recalled to service in seniority order.
3. Furloughed Flight Attendants will be notified of recall by a trackable method sent to the Flight Attendant's address and sent by email address (sent read receipt) on record in the Company's human resources information system. Each Flight Attendant must keep their current mailing address and email address up to date with the Company. A Flight Attendant will answer her/his recall notice within fourteen (14) days of receipt of such notice. A furloughed Flight Attendant will be allowed up to fourteen (14) days after notifying the Company of acceptance of recall to report for duty from furlough. The Company may at its discretion extend the time for return to active duty.
4. A Flight Attendant who declines recall or who fails to timely answer the recall notice as provided in paragraph B.3., above, will be permanently separated from employment with the Company and will forfeit all seniority and longevity under this Agreement.

Section 17: Vacancies

- A. In the event the operation opens a traditional Base, or switches from Home Basing to traditional Bases, whether for all Flight Attendants or with mixed Home and traditional Bases, Section 18 Vacancies will apply to the traditional Base(s). Home Based Flight Attendants will not follow the Vacancy process in this Section unless bidding into a traditional Base.

B. Standing Bids

1. A standing bid is a request by the Flight Attendant to change Bases that will remain in effect until the Flight Attendant makes a change to the bid or is awarded the Base change.
2. A standing bid may be changed at any time by submitting a new standing bid to the Company.

C. Notice of Vacancy

1. The Company will determine when a vacancy exists and will post the notice of when a vacancy will occur. The notice shall include the projected effective date of the vacancy.
2. Any vacancies, as well as projected vacancies, will be posted by the Company on the 8th of the month.
3. Bidding will close at 1200 Central on the 15th of the month.

D. Awarding and Assignment of Vacancies

1. Awards will be posted no later than 1200 Central on the 20th of the month.
2. Bids for vacancies will be awarded in order of seniority using standing bids on file as of the date bidding is closed.
3. The Company will determine the effective date of an award, which may be changed provided adequate notice is given and the change is made for staffing reasons. The Company may cancel an award at any time before its effective date in inverse seniority order among those awarded a vacancy.
4. A Flight Attendant awarded a vacancy will fill the vacancy within fourteen (14) days after the effective date of the award.

Example: There are 3 openings in the MCI Base for July. Eastern will post a Notice of Vacancy on the May 8th. Flight Attendant Monica has a standing bid requesting at MCI Base. Bids will close on May 15th. On May 20th, the bids are awarded and she is senior enough to be granted her base transfer. In June,

Monica will be bidding for the July schedule for the MCI Base.

Example: There are 15 openings at the MCI Base for July. Eastern will post a Notice of Vacancy on May 8th that will close on May 15th. Flight Attendant Donna has a standing bid for the MCI Base. On May 20th, the bids are awarded and 15 people senior to Donna requested the MCI Base and were awarded it. Donna's request to transfer to MCI will be denied as there are no more vacancies. Donna will remain in the PHL Base. Donna's standing bid will remain in effect until she changes it.

Example: There are 10 openings at the MCI Base for July. Eastern will post a Notice of Vacancy on May 8th that will close on May 15th. Flight Attendant Donna has a standing bid for the MCI Base. However, Donna decides she no longer wants to go to MCI and must change her standing bid. She has until May 15th at 1159 Central Time to change her standing bid. If she does not change her standing bid and is awarded MCI, she must transfer to the MCI Base.

Section 18: Health and Safety

A. Union Health & Safety Committee

1. The Company shall recognize the Union's Health and Safety Committee ("Committee").
2. Upon the Committee's request, the Company shall meet with the Committee to address matters related to the safety and health of Flight Attendants and consider the Committee's recommendations. Such meetings may be in-person, telephonic, or virtual.

B. Flight Attendant Health and Safety

1. The Company will notify the affected Flight Attendants of any serious potential environmental hazards that they may have been exposed to while on duty upon receipt of such information.
2. The Company will provide sufficient gloves and antibacterial/antimicrobial hand cleanser or towelettes on each aircraft for Flight Attendant use. In the event that non-latex gloves are not provided, a Flight Attendant may request non-latex gloves.

C. General/Travel Safety

1. In the event of a bomb threat, a Flight Attendant shall not be required to perform a bomb search or search for other potentially dangerous items, and shall not be required to remain on board an aircraft during such a search. Unless the search is required in flight or where the regulations would require the Flight Attendant to remain on board (such as on a taxiway prior to deplaning the passengers).
2. The Company will notify the MEC President or designee as soon as possible upon receipt of information from the U.S. State Department and/or military regarding hostilities and/or political disruptions which may present a significant danger to the safety of Flight Attendants at locations into which they are required to fly.
3. Flight Attendants are responsible for tidying the aircraft while in flight and may be responsible for tidying the aircraft while on the ground. A Flight Attendant will not be responsible for cleaning the airplane.

Section 19: General

A. Opening and Closing of Domiciles

1. In the event the Company switches to traditional bases and those bases subsequently open or close, the Company will advise the Union of anticipated domicile opening and closing as soon as it finalizes the decision to open or close the domicile(s).
2. When a new traditional base is opening, vacancies will be posted and awarded as described in Section 17 Vacancies.
3. When a traditional base is closed or reduced and no furloughs result, a Flight Attendant may exercise her/his seniority to bid a vacancy under the provisions of Section 17 Vacancies but may not displace another Flight Attendant.
4. When the closing or reduction of a traditional base results in a furlough, the provisions of Section 16 Furlough will govern.

B. Management Rights

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Flight Attendant workforce. Such rights include, without limitation, the right to hire, to establish and, from time to time, amend, suspend, or revoke rules, regulations and procedures; to determine qualifications for initial employment, continued employment, and promotions; to assign duties as necessary in accordance with this Agreement; to determine methods and programs for training/retraining; to establish rules of conduct; to discipline or discharge for just cause, including, but not limited to, any work stoppage or other job action that violates the terms of this Agreement or the RLA; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine size and composition of the flight attendant workforce; to furlough and recall; 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 any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where and when to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its aircraft, equipment or other facilities; to enter into code sharing, affiliation or marketing agreements with other carriers; invest, including equity investment, in other business entities including other air carriers; and to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

C. Monitoring Devices

The Company may not use information obtained from installed aircraft onboard video or recording devices as the sole source of initiating disciplinary actions.

D. Equal Employment Opportunity Clause

It is mutually understood and agreed that the Collective Bargaining Agreement and terms and conditions thereof apply equally to all Flight Attendants in accordance with applicable federal and state laws. Neither the Company nor the Union will discriminate based on race, color, religion, sex, sexual orientation, gender identify, national origin, age, disability, or protected veteran status.

E. Saving Clause

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court having jurisdiction, such invalidation of a part of this Agreement will not invalidate the remaining parts thereof, which will remain in full force and effect. If any part of this Agreement is invalidated, either party may, upon thirty (30) days written notice to the other, request negotiations for an amendment specifically drafted to account for the invalidated part of this Agreement.

Section 20: Hostage Benefits

- A. Any Flight Attendant who is on an assignment for the Company, and who is officially reported as missing, illegally interned, held as a prisoner of war, hijacked, or held hostage, shall continue to accrue seniority and longevity, and shall receive the following benefits until such time as the Flight Attendant is returned to her/his home or to her/his base, or is able to be returned to the United States of America, or its territories, or until their death is established, or until their death can be legally presumed to have occurred, whichever comes first.
 - 1. Pay continuation will be based on an average of the Flight Attendant's last six (6) month's pay in active service. In the event the Flight Attendant does not have a prior six (6) month's pay history, such Flight Attendant will receive pay continuation based on the monthly minimum guarantee.
 - 2. Contributions that were being paid by the Flight Attendant and deducted from their wages or are otherwise legally mandated shall continue to be deducted from wages paid for the period of wage payments hereunder.
 - 3. Continuation of seniority accrual for the period of wage payments hereunder.
 - 4. Continuation of insurance and benefits for eligible dependents as long as the employee's contribution is made through payroll deduction or direct payment of such contribution.
- B. The compensation set forth in subsection A shall be credited to the Flight Attendant and paid to person(s) designated by the Flight Attendant in writing through a Company form prepared for that purpose. The Company may make such payments to person(s) designated by the Flight Attendant to receive death benefits if no other beneficiary designation has been submitted to the Company.
- C. In cases where it is not apparent whether the Flight Attendant is involuntarily or unlawfully detained, the compensation set forth in subsection A shall be paid retroactively if such status is later confirmed.
- D. If death is established or if there is a sufficient presumption of death, all benefits set forth in this Section shall cease, and death and survivor benefits shall be paid in accordance with the terms of the applicable life insurance policy. Compensation set forth in subsection A shall be paid out in accordance with applicable law.

Section 21: Benefits, Insurance, and Retirement

A. Life Insurance

The Company will provide a Life Insurance plan for eligible Flight Attendants on the same terms as other non-management, non-union employee groups of the Company.

B. Short Term Disability

The Company will offer a Short Term Disability plan for eligible Flight Attendants on the same terms as other non-management, non-union employee groups of the Company.

C. Long Term Disability

The Company will maintain a Long Term Disability plan for eligible Flight Attendants on the same terms as other non-management, non-union employee groups of the Company.

D. Medical, Dental, Vision Insurance Plans

1. At a minimum, the Company will provide Flight Attendants with options for medical, dental and vision insurance plans. Subject to eligibility requirements for those plans, Flight Attendants shall be entitled to coverage under such programs on the same basis and at the same premium contribution level as other non-management, non-union employee groups of the Company and their eligible dependents.
2. Under COBRA, a Flight Attendant or their beneficiary shall pay the full cost of coverage at the Company's group rate plus an administration fee, as provided by law.

E. Retirement Program

The Company will maintain a Retirement Plan (such a 401(k) plan) for Flight Attendants on the same terms as other eligible non-management, non-union employee groups of the Company.

Section 22: Medical Examinations

A. Medical Examinations

1. If the Company has reasonable cause to question a Flight Attendant's medical or psychological fitness for duty, the Company may require the Flight Attendant to submit to a medical examination or testing (hereinafter referred to collectively as "examination").
2. A Flight Attendant who is required to submit to such examination shall be removed from flying on the date of the test, if removal is required, and suffer no loss of pay related to submitting to the examination.
3. When an examination is required, the Flight Attendant shall be notified in writing. The notification shall provide the reason for the examination.
4. The examination may be performed by a Company-designated provider, after which the Flight Attendant must be furnished with a copy of the physician's report.
5. The cost of a Company-required examination shall be paid by the Company. Any reasonable travel and lodging expenses out of a Flight Attendant's residence related to the examination shall also be paid by the Company.
6. A Flight Attendant who is found by the Company's provider to be qualified and able to perform Flight Attendant duties shall be returned to active service.
7. Should the Company's provider determine that a Flight Attendant is unable to perform Flight Attendant duties, the Flight Attendant shall be entitled to use Sick, as well as any benefits that they may be entitled to by law. Thereafter, the Flight Attendant shall be placed on a medical leave of absence pursuant to Section 8, until they are able to return to flying or have exhausted the leave's duration.
8. Should the Flight Attendant dispute the findings of the Company's provider, they may proceed via the Medical Review Process as defined below.
9. If a Flight Attendant does not dispute the findings and/or does not pursue the Medical Review Process below, then the Flight Attendant would be separated and removed from the seniority list after they exhaust their medical leave.

B. Medical Review Process

Any Flight Attendant who disagrees with the result of a Company provider's examination findings may, at their option, have a review of their case in the following manner:

1. Within seven (7) days of receipt of the Company provider's evaluation, employ a second qualified provider of their own choosing, and at their own expense, for the purpose of conducting an examination for the same purpose as the original examination.
2. A copy of the findings of the provider chosen by the Flight Attendant shall be furnished to the Company Medical Coordinator within seven (7) calendar days of receipt by the affected Flight Attendant from their provider.
 - i. In the event that such findings verify the findings of the Company's provider, the medical review process will be considered concluded.
 - ii. In the event that such findings disagree with the findings of the Company's provider, the Company shall, upon request of the Flight Attendant, ask that the two (2) providers agree upon and appoint a third, qualified, and disinterested provider for the purpose of making a further medical examination of the Flight Attendant. The Company shall make the request of the two (2) providers within seven (7) calendar days of Flight Attendant's request.
 - iii. The neutral provider shall then, as soon as practicable, make a further examination of the Flight Attendant. If the neutral provider determines that the Flight Attendant is fit for duty, the Flight Attendant shall be reinstated to active service/paid status and shall be made whole. Copies of the provider's report shall be furnished to the Company and the Flight Attendant.
 - iv. If the neutral provider agrees with the Company's provider then the Flight Attendant shall be placed on a medical leave of absence pursuant to Section 8, until they are able to return to flying or have exhausted the leave's duration, at which point the Flight Attendant would be separated and removed from the seniority list.
 - v. The expense of employing the neutral provider and reasonable travel and lodging expenses directly related to such examination shall be borne equally by the Flight Attendant and the Company.

Section 23: EAP/Professional Standards/Drug and Alcohol Testing

A. Professional Standards

1. Should a professional standards problem come to the attention of the Company, the Company may, at its sole discretion, refer such dispute to the Union's Professional Standards/EAP Committee ("the Committee").
2. Whenever the Company elects to refer a dispute to the Committee, the Committee will have a designated period of time, normally 30 days or such other period as may be set by the Company, in which to attempt to resolve the problem. During the designated period, the Company will hold in abeyance any action it may have commenced or may contemplate taking unless further information becomes known that would alter the facts or the Company's legal obligations as understood by the Company at the time it made its initial referral.
3. The Committee will encourage the individual or individuals involved to discuss the matter privately in a forthright and reasoned manner in an attempt to resolve the dispute. Failing this, the Committee will elicit all sides of the story and counsel all parties. Generally, such discussions will be held by telephone. The proceedings of the Committee will be confidential, and the Company will not cite a Flight Attendant's involvement with the Committee in a disciplinary proceeding.
4. Should the conflict fail to be resolved through the methods set forth above, the Flight Attendant involved will be invited to a Committee meeting. After each such Flight Attendant has had the opportunity to present his or her position, the Committee will seek a commitment from the parties involved to end the conflict and, in the future, to work together constructively and without dissension or consternation. Should any Flight Attendant refuse to participate in such a meeting, the Chairperson of the Committee will advise the Company and the Company will encourage all involved parties to work with the Committee to attempt to attain a satisfactory resolution to the problem.
5. At or before the end of the designated period, the Committee will make a verbal report to the Director Inflight Services, or her/his designee, that "the problem is resolved" or that "the Committee is unable to resolve the matter and cannot be of any further assistance." If the Committee reports that the problem has been resolved, the Company may, at its discretion, confirm with the participant in the dispute that such participant is satisfied with the resolution achieved by the Committee.
6. If successful resolution of the problem is not obtained by the Committee within the designated period, the Company will then be free to take whatever action that is consistent with this Agreement. In cases where the Company elects to commence or continue disciplinary proceedings, the delay caused by the designated period during which the matter was under referral to the Committee will not be raised by the Union as a defense, nor will the Company assert any failure of the Committee to arrive at a successful resolution as supporting the Company's position. No

Committee member will be asked or required by the Company to bear witness regarding the proceedings before the Committee in any disciplinary case that previously had been referred to the Committee.

7. The existence of this Paragraph C. and the procedures delineated herein will in no way alter or diminish the Company's authority to ensure proficiency and air safety, nor will this Paragraph C. or the proceedings herein abridge or infringe on a Flight Attendant's rights under this Agreement.

B. Drug and Alcohol Testing

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

- a. When drug or alcohol testing is conducted out of base while on an overnight, the Flight Attendant will be provided at least 10 hours of rest, calculated from 15 minutes (30 minutes for International flights) after her/his last flight to 45 minutes before her/his next flight.
- b. A Flight Attendant is subject to the Company and DOT/FAA drug and alcohol policy.

C. Chemical Dependency Disclosure Policy

1. Flight Attendants with chemical dependency issues may self identify and are encouraged to voluntarily self-disclose and seek assistance. If such Flight Attendant self-discloses prior to being selected for random, reasonable suspicion, or incident/accident alcohol or drug testing, and in accordance with the provisions of this Paragraph C., they will be provided the opportunity to seek treatment and rehabilitation.
2. When self-identifying, the Flight Attendant must agree, in writing, to seek evaluation for chemical dependency, complete any necessary rehabilitation treatment, and comply with all other conditions for return to service established by the Company.

Section 24: Effective Date and Duration

- A. This Agreement shall become effective upon date of ratification.
- B. This Agreement shall continue in full force and effect through February 27, 2030 and shall renew itself without change each succeeding February 27 thereafter unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto no sooner than August 27, 2029.

For the Company:


Tesa McCombs
Director of Inflight

For the Association of Flight Attendants-CWA,
AFL-CIO:


Sara Nelson
International President, AFA-CWA


Megan Havern
AFA Staff Attorney