



**2016 – 2021  
Flight Attendant Agreement**

**Association of  
Flight Attendants – CWA**



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## SECTION 1

### RECOGNITION, SUCCESSORSHIP AND MERGERS

#### A. Recognition

1. The Union, having been certified by the National Mediation Board, is hereby recognized by the Company as the collective bargaining representative of the craft or class of Flight Attendants in the employ of the Company to represent such employees and to negotiate and conclude an Agreement with the Company covering rates of pay, rules and working conditions, in accordance with the Railway Labor Act.
2. The Company recognizes the right of the Flight Attendants in its employ to perform Flight Attendant work of the nature they have customarily and traditionally performed; provided, however, that nothing herein shall be deemed to limit or restrain the Company's existing right to revise duties from time to time as the Company deems necessary for the needs of the service and provided, further, that nothing herein shall be construed to limit in any way the Company's right to assign supervisory or other personnel to perform non-Flight Attendant functions. Supervisory or other personnel of the Company shall not perform Flight Attendant work, except in emergencies, for instruction purposes, or as otherwise provided in this Agreement.

#### B. 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 acquires all or substantially all of the assets or equity of the Company through a single transaction or multi-step related transactions.
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 Flight Attendant 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 any 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 another air carrier the Company will require, as a condition of any such operational merger that provisions be included requiring that the surviving carrier provide for fair and equitable integration of the pre-merger Flight Attendant seniority list in accordance with the McCaskill-Bond Amendment, 42 U.S.C. Section 42112.
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. Integration of the Flight Attendant groups shall not occur until the applicable 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 employees whose names appear on the 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 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 and by 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 than the Company, will accept the integrated seniority list accomplished in accordance with the McCaskill-Bond Amendment, 42 U.S.C. Section 42112.
- 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 Paragraphs B.3. and B.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 Paragraphs B.3. and B.4. above are completed, no employee 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.

6. The Company agrees to arbitrate any grievance filed by the Union alleging a violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Section 24 of this Agreement (System Board of Adjustment). The dispute shall be heard no later than thirty (30) days following the submission to the System Board (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

## **SECTION 2**

### **DEFINITIONS**

#### **A. Bases/Domiciles**

1. “Base” or “Domicile” means a geographic area designated by the Company where Flight Attendants are based.
2. “Sub-Base” means a subset of Flight Attendants at a Base as provided for in Section 7.B.5.
3. “Home Domicile” or “Home Base” means the specific Domicile/ Base where a Flight Attendant is assigned.

#### **B. Charter**

“Charter” means a flight that is not a regularly scheduled flight and is contracted by a person or group for the transportation of the person(s), or agent(s) or representative(s) of the group(s).

#### **C. Co-terminals**

“Co-Terminals” are two or more airports serving the same geographic area as designated below:

BWI-IAD-DCA	Serving Washington
LGA-JFK-EWR	Serving New York
MDW-ORD	Serving Chicago
OAK-SFO	Serving San Francisco
BUR-LAX-SNA	Serving Los Angeles

#### **D. Day/Calendar Day**

A “day” or a “calendar day” means a period from midnight to midnight.

#### **E. Deadheading**

“Deadheading” means the transport of a Flight Attendant for the purpose of covering or returning from a flight assignment.

#### **F. Domestic Base**

“Domestic Base” shall refer to those bases located within the 48 contiguous United States.

**G. Domestic Flying**

“Domestic Flying” or “Domestic Flight”, for scheduling purposes, means all Company certified routes or charter operations within the 50 United States, Puerto Rico, Canada, Mexico, Central America, and the Caribbean.

**H. Domestic Partner**

Except as otherwise prohibited by state or federal law, a Flight Attendant’s domestic partner as defined in Section 29.A.2.d., will be treated the same as a spouse.

**I. Drafting**

Lineholders shall be considered drafted when assigned, while off duty, in inverse order of seniority and in priority among those available and qualified. In addition, Lineholders shall be considered drafted when removed from their assigned flight for which they are legal, available and in position to fly, and assigned to cover any other flights. Drafting assignments for open pairings at a Base shall not be made more than six (6) hours prior to scheduled departure.

**J. Employee**

“Employee” as used in the Agreement means a Flight Attendant, male or female, who has completed training as prescribed by the Company and met all the Federal Aviation Administration’s requirements and whose name appears on the Flight Attendant System Seniority List.

**K. Extra Section**

“Extra Section” means an on-line flight which is not a regularly scheduled flight but is operated to provide additional service.

**L. Ferry**

“Ferry” means a flight which does not transport revenue passengers. On a ferry flight, Flight Attendants must perform safety related duties in compliance with all F.A.R.s.

**M. Flight**

“Flight” means a segment or series of segments bearing the same designated flight number.

## **N. Flight Attendant**

A “Flight Attendant” means an employee whose duties consist of performing or assisting in the performance of all cabin safety related functions, all en route cabin service or ground cabin service to delayed or canceled passengers in a resourceful manner, and shall include responsibility to apply these services for the safety, welfare, and comfort of passengers. A Flight Attendant may, from time to time, be requested to participate in publicity and promotional assignments. Such participation shall be on a voluntary basis.

## **O. Flight Service Leader**

“Flight Service Leader” means a Flight Attendant, who in addition to her/his regular Flight Attendant duties, shall perform additional duties as described in Section 9.D.

## **P. Flight Time**

### **Actual**

Actual flight time (block to block) means the time from the moment an aircraft moves from the blocks under its own power or under tow for the purpose of flight, until the time the aircraft comes to rest at an unloading point. If passenger access/egress is prohibited at other than a normal unloading point, either international or domestic, flight time shall continue until passenger deplaning occurs or the flight departs.

### **Credited**

Credited flight time means the time which is accumulated toward a Flight Attendant’s monthly credited flight time maximum as described in Section 6. Credited flight time may be more than but cannot be less than actual flight time.

## **Q. Holiday**

### 1. Holidays shall be designated as follows:

- a. United States’ and Guam’s “holidays” shall include:  
New Year’s Day, Independence Day, Thanksgiving Day, Christmas Day and the Flight Attendant’s Birthday.
- b. United Kingdom’s “holidays” shall include:  
New Year’s Day, Easter Monday, August Bank Holiday, Christmas Day and the Flight Attendant’s Birthday.
- c. Hong Kong’s “holidays” shall include:  
Chinese New Year, Handover Day, Christmas Day, National Day and the Flight Attendant’s Birthday.

- d. Germany's "holidays" shall include:  
New Year's Day, Easter, Unification Day, Christmas Day and the Flight Attendant's Birthday.
- e. Japan's "holidays" shall include:  
New Year's Day, National Founding Day, Greenery Day, Emperor's Birthday and the Flight Attendant's Birthday.

2. Flight Attendants will be paid for the holidays specified for her/his domicile country. No Flight Attendant shall be eligible to be paid for more than five (5) holidays in any calendar year.

## **R. International Base**

"International Base" shall refer to those bases located outside the 48 contiguous United States.

## **S. International Flying**

"International Flying" or "International Flight", for scheduling purposes, means all Company certified routes or charter operations to and from the continents of South America, Europe, Asia, Africa, Australia, and Antarctica. International Flying includes flying to and from Guam and any other island countries and territories outside the Caribbean.

## **T. Language Qualified Flight Attendant**

A "Language Qualified Flight Attendant" is a Flight Attendant, who in addition to her/his regular Flight Attendant duties, shall perform additional duties as described in Section 9.G.

## **U. Legal Rest**

"Legal Rest" means that amount of time necessary before a Flight Attendant is eligible to begin another duty period.

## **V. Line of Flying**

A "Line of Flying" is a full bid period of assignments for a Flight Attendant, in her/his Base, with specific dates and trips delineated, as well as intervening days off.

## **W. Lineholder**

"Lineholder" means a Flight Attendant who is assigned to a line of flying.

## **X. Month**

"Month" means the period from the first day of, to and including the last day of each calendar month in the year, except that for flight time limitations and pay purposes, January, February and

March will each be considered a thirty (30) day month through the addition of January 31 and March 1 to the month of February. Leap Year will make February a thirty-one (31) day month, and except that by giving ninety (90) days notice to the MEC President or designee, the Company may consider any thirty (30) day month as a thirty-one (31) day month or any thirty-one (31) day month as a thirty (30) day month.

## **Y. On Duty/Duty Time**

A Flight Attendant is “on duty” from the time she/he is required to and reports for duty to a place designated by the Company for the purpose of flying, deadheading to or from a flight assignment, or Standby Reserve. A Flight Attendant’s duty time shall continue through debriefing at a layover point or the Flight Attendant’s Home Domicile.

## **Z. Open Flying/Time**

“Open Flying or Open Time” means:

1. Pairings dropped by Flight Attendants
2. Pairings remaining unassigned after all lines of flying have been constructed for a domicile for the month.
3. All other miscellaneous flying for which compensation is paid.

## **AA. Open Time Trade Window**

The “Open Time Trade Window” is the time during which open time first becomes available to Flight Attendants for trip trading for the next bid month. The Open Time Trade Window will be indicated on the bid packet.

## **BB. Pairing/Trip Pairing/Trip**

“Pairing” or “Trip Pairing” or “Trip” means any combination of flying and/or deadheading which is arranged between legal rests at the Flight Attendant’s Home Domicile. Each pairing shall be numbered and dated as required.

## **CC. Per Diem**

“Domestic Per Diem” means the hourly expense reimbursement for expenses reasonably anticipated to be incurred by a Flight Attendant while engaged in flight operations involving domestic flights as defined in Section 5 or mixed pairings as defined in Section 7.

**DD. Purser**

“Purser” means a Flight Attendant who, in addition to performing Flight Attendant duties, is responsible for coordinating and directing the activities of the cabin crew, and for completing all required reports and documentation.

**EE. R Day**

“R Days” are calendar day(s) of required availability for assignment to flight duty which are scheduled into Reserve lines of flying, or may be placed in Open Time, used in reassignment, or assigned.

**FF. Reserve**

“Reserve” means a Flight Attendant who is assigned to a Reserve Line.

**GG. Reserve Line**

“Reserve Line” means a planned sequence of scheduled days of availability and days scheduled to be free from availability.

**HH. Standby Reserve**

“Standby Reserve” means a Flight Attendant on reserve status as defined in Section 8.N. who is called to the airport without a specific flight assignment.

**II. Union**

“Union” means the Association of Flight Attendants-CWA.

## **SECTION 3**

### **GENERAL**

#### **A. Cabin Jumpseat Authority (CJA)**

1. Jumpseat authority shall not be denied due to aircraft weight restrictions. The number of Flight Attendants using jumpseat authority on weight restricted flights may be limited to the number of available (physical) jumpseats.
2. Flight Attendants shall be entitled to use the cabin jumpseat. Use of the cabin jumpseat will be restricted to Flight Attendants employed by the Company, United Inflight management and others specifically authorized by the Senior Vice President-Inflight Service. Use of the cabin jumpseat shall be subject to Company regulations, policies and procedures.
3. When seats are available in the cabin after other stand-by passengers (revenue and non-revenue) have been boarded, Flight Attendants may travel in the cabin on jumpseat authority, even if the jumpseats are occupied, provided that such travel does not displace revenue passengers.
4. Flight Attendants may elect to list for both a non-revenue stand-by seat and jumpseat authority. However, Flight Attendants who elect to be boarded using their non-revenue stand-by flying benefit do so in lieu of jumpseating and forfeit their jumpseat privileges at the time they do so.
5. Flight Attendants who elect to be boarded using their non-revenue stand-by flying benefit shall be boarded in the cabin in their non-revenue pass benefit order. All normal rules and regulations applicable to non-revenue passes shall apply.
6. Flight Attendants using jumpseat authority to travel may be attired either in their uniform or in casual business attire (e.g., no t-shirts, shorts, jeans with holes, etc.). Flight Attendants using jumpseat authority must have their airline crewmember ID.
7. Flight Attendants using jumpseat authority to travel shall pay the same governmental fees and taxes as they would be required to pay if they were traveling on a normal non-revenue pass.
8. For the purpose of this Section, “Jumpseat Seniority”, will be defined as the Flight Attendant’s bid seniority or Company seniority, as used for pass travel, whichever date is earliest.

## 9. CJA Procedures

- a. To the extent it does not add material cost and is consistent with technological availability, the Company will maximize the means for Flight Attendants to list and check-in for the jumpseat, including airport kiosks. In instances where self-service electronic means are not available, Flight Attendants shall have the ability to list and check-in with ground services personnel.
- b. Flight Attendants must check-in for the jumpseat no later than thirty (30) minutes prior to scheduled departure. Flight Attendants who have met the thirty (30) minute check-in shall be awarded available jumpseats in Jumpseat Seniority order.
- c. Walk-up jumpseating shall be permitted to the extent consistent with the needs of the operation and shall be awarded on a first come first served basis, and only after Flight Attendants who have met the thirty (30) minute check-in have been awarded jumpseats.
- d. Available Flight Attendant jumpseat(s) may be awarded prior to awarding non-revenue seats or other jumpseat authority riders. Flight Attendants who decline the award of the jumpseat will be removed from the jumpseat list. The targeted guideline for the award of available jumpseats is twenty-five (25) minutes prior to scheduled departure. Flight Attendants must have checked-in and be present at the time of the jumpseat award.
- e. Ground services personnel shall be responsible for administering the jumpseat assignment and boarding process as set forth in this Section, and consistent with the needs of the operation, including managing jumpseat assignments and boarding during irregular operations or other unforeseen events affecting operational performance. It is the intention of the parties that Flight Attendants shall have access to available jumpseats consistent with the terms of this Section.
- f. When seats are available in the cabin after boarding has been completed, Flight Attendants awarded a jumpseat may assume an open seat in the cabin.
- g. The Company may elect to automate the process of awarding jumpseats and non-revenue boarding. If the process is automated, the parties shall meet and confer regarding necessary changes to this Section.

## 10. Reciprocal Cabin Seat

- a. The Company shall make commercially reasonable, good faith efforts to enter into and maintain reciprocal cabin seat agreements with other Part 121 air carriers.
- b. The Company shall not initiate termination of a current Flight Attendant cabin seat agreement without a commercially reasonable basis for doing so, including the other airline imposing additional cost or otherwise materially changing the terms and conditions of the cabin seat agreement.

## B. Flight Attendant Checked Baggage

Flight Attendants shall be permitted to check two bags on International trips of four days or longer. Where available, priority handling will be given to crew baggage. The Company shall be liable for lost checked crew baggage, upon proof of loss, in accordance with passenger lost luggage liability, exclusive of uniforms, for any one occurrence. In the event of a delay in receiving a Flight Attendant's luggage, the Flight Attendant will be promptly provided an amenities kit, where available. The Flight Attendant will also be reimbursed for reasonable and actual expenses incurred due to such delay.

## C. Company Business Assignments

1. Flight Attendants may be assigned by the Inflight Service Division on a voluntary basis to Company business assignments that are non-managerial in nature and that are related to the Flight Attendant position.
2. Flight Attendants awarded any combination of Company business assignments in excess of three hundred and sixty-five (365) days in any rolling fifteen (15) month period, shall retain and accrue seniority for a maximum of three hundred and sixty-five (365) days in the rolling fifteen (15) month period while on the Company business assignment(s) and thereafter shall only retain seniority.
3. Flight Attendants on Company business assignments in the training or recruiting areas for the Inflight Services Division shall retain and accrue Flight Attendant seniority while in the position.

## D. Copy of This Agreement

The Company will provide each Flight Attendant with a copy of this Agreement, upon request, within sixty (60) days of the signing of this Agreement. All new Flight Attendants will receive a copy

when hired. The Union and the Company will jointly prepare an index to this Agreement, which will be placed in the Agreement before distribution. The cost of printing and distributing this Agreement will be paid by the Company. The cover of the Agreement will be decided by mutual agreement between the Company and the Union.

#### **E. Crew Lounges**

1. The Company shall make a reasonable effort to furnish lounges with an adequate number of reclining chairs or couches at all locations where Flight Attendants are based. Further, the Company shall be responsible for maintaining clean, well-lighted, properly ventilated, quiet lounges. The recommendations of the MEC President/designee shall be considered in determining the adequacy of any lounge facility.
2. The Company will provide Flight Attendants access to a reasonable number of working telephones for free local calls in each Base, wireless access in existing crew lounges and toll free numbers to Scheduling.

#### **F. Crew Scheduling Recordings**

1. The Company shall establish and maintain telephone recording system(s) to record all telephone conversations between Crew Scheduling, including all other departments that regularly perform crew scheduling functions, and Flight Attendants. The recording system shall indicate the time and date of calls.
2. Recordings shall be kept for a minimum of sixty (60) days. A specific recorded telephone conversation shall be made accessible to a Local President/designee within seven (7) days after her/his written request and notice of a potential or actual dispute to the Director of Crew Scheduling and/or designee.
3. If a relevant recorded conversation is missing, damaged, or inaudible, a prompt review of the matter shall be conducted by the Director of Crew Scheduling and/or designee upon request by the Union.

#### **G. Crossing Picket Lines**

The Company will not require Flight Attendants to layover at any hotel whose employees are on strike and who are picketing the layover hotel or to deadhead off-line on any airline whose employees are on strike and who are picketing the airport(s) through which Flight Attendants must travel. If alternative accommodations cannot be found, the Company will make every effort to transport Flight Attendants so as to avoid picket lines.

## **H. Date/Time Stamps**

Electronic date/time stamps will be provided and available at all times in each Base.

## **I. Deadhead**

1. A Flight Attendant deadheading at Company request shall receive full pay and flight time credit for the deadhead segment.
2. Flight Attendants shall be required to deadhead by air only on U.S. carriers operating under FAR Part 121 or scheduled carriers under FAR Part 135 (or successor regulations), or foreign air carriers who are members of IATA, or with the Flight Attendant's concurrence, comparable air carriers (e.g., Lear Jet operators).
3. Deadhead is part of a Flight Attendant's duty period, including surface deadhead.
4. Pairings shall be constructed to provide that a Flight Attendant shall deadhead on a route resulting in the earliest scheduled arrival time.
5. Reservations
  - a. The Company shall book on-line scheduled deadhead with a must-ride status in a revenue seat. On-line means deadhead travel in revenue seats over which the Company has control.
  - b. For a trip pairing containing a deadhead segment(s), reservations shall be made by the 18th of the prior month including seat assignments where available.
  - c. For pairings not included in the bid packet containing a deadhead segment(s), reservations, including seat assignments where available, will be made as soon as practicable after the pairing is constructed.
  - d. Flight Attendants shall have the ability to view the Passenger Name Record ("PNR") for a deadhead reservation, which shall include the seat assignment, if available.
6. A Flight Attendant deadheading shall be considered on duty. She/he is encouraged to travel out of uniform. Flight Attendants deadheading may be attired either in their uniform or in casual business attire.
7. In accordance with the Company's non-revenue travel policy, a deadheading Flight Attendant shall be provided first class accommodations when available.

8. Flight Attendants will be booked in business class on three class aircraft, if available. If business class is not available, the Flight Attendant will be booked in premium economy. Seating will be assigned first in aisle seats, then in window seats, and only if neither is available, in any other available seats.
9. Pairings shall be constructed to provide that a Flight Attendant shall deadhead on-line on the most direct route available and all such travel accommodations shall be "must ride." In addition, pairings shall also be constructed to provide that a Flight Attendant deadheading to her/his Domicile at the conclusion of a trip shall travel on-line on the first available flight.
10. Deadheading Flight Attendants will be boarded based on Company seniority.
11. A Flight Attendant may drink alcoholic beverages while deadheading subject to the following conditions:
  - a. The Flight Attendant is not in uniform.
  - b. If a Lineholder, she/he does not have a scheduled flight departing within twelve hours after scheduled arrival at a Domicile or co-terminal point; or at a non-Domicile layover point will not be legal to be reassigned or drafted to work any flight for at least twelve hours after scheduled arrival.
  - c. If a Reserve, she/he would not be legal for assignment for twelve hours after scheduled arrival at a Domicile, co-terminal or non-Domicile point.
  - d. If the conditions above are met, the Flight Attendant may drink after takeoff, and in the event of multi-segment deadhead, may only drink on the final deadhead segment.

## 12. First Segment Deadhead

- a. Base to Base: On trip pairings where the initial segment is a deadhead between Flight Attendant Domiciles (for example, EWR-IAH or ORD-LHR), Flight Attendants may elect to check-in at the deadhead destination Domicile, which will be her/his new point of origin. Such check-in times will be the same as those required for other originating pairings. A Flight Attendant must notify Crew Scheduling if she/he elects to check-in at another Domicile a minimum of twelve (12) hours prior to the deadhead departure time. Crew Scheduling may waive this time requirement at their discretion. A Flight Attendant exercising this election shall be responsible for her/his transportation to the new point of origin. She/he will also be responsible for providing Crew

Scheduling with a contact number for use in the event of reassignment. Flight Attendants utilizing this check-in option at another Domicile shall conform to reasonable Company procedures governing such check-in. A Flight Attendant electing to check-in at another Domicile who complies with the terms of this Paragraph shall receive her/his regular pay for the scheduled deadhead segment as provided for in Paragraph 1. above.

b. Downline Stations: On trip pairings where the initial segment is a deadhead to a non-Base location (for example EWR-FLL or ORD-ATL) a Flight Attendant may, with prior approval from Crew Scheduling, elect to check-in at the deadhead destination which will be her/his new point of origin. The Flight Attendant is required to check-in no later than the scheduled check-in time for the original deadhead segment. During such check-in the Flight Attendant must confirm that she/he is already at the deadhead destination and available to operate the outbound flight. A Flight Attendant must make her/his request to check-in downline with Crew Scheduling a minimum of four (4) hours prior to the deadhead departure time. Crew Scheduling may waive this time requirement at their discretion. A Flight Attendant exercising this election shall be responsible for her/his transportation to the new point of origin. She/he will also be responsible for providing Crew Scheduling with a contact number for use in the event of reassignment. A Flight Attendant electing to check-in downline who complies with the terms of this Paragraph shall receive her/his regular pay for the scheduled deadhead segment as provided for in Paragraph 1. above.

### 13. Last Segment Deadhead

a. Domestic: When a domestic pairing ends with a deadhead segment, a Lineholder may, with prior notice to Crew Scheduling, and a Reserve may, with prior approval from Crew Scheduling, elect not to fly on the scheduled deadhead segment. She/he may then elect to:

- (1). be released from duty; or
- (2). Deadhead on an earlier flight over the same routing, if seats are available.

A Flight Attendant electing to be released from duty shall be entitled to positive space travel (PS5B, or its future equivalent), over the same routing as the original deadhead, for a period not to exceed twenty-hour (24) hours from the departure of the scheduled deadhead segment from which she/he was released. A Flight

Attendant electing to deadhead on an earlier flight is deemed to have waived any duty time limitations necessary to complete the deadhead segment. Per diem will be paid based on the scheduled deadhead segment or the segment on which the Flight Attendant actually deadheads, whichever arrives earlier. A Flight Attendant electing not to fly on the scheduled deadhead segment as described herein, shall receive her/his regular pay for the originally scheduled deadhead segment as provided for in Paragraph 1. above, but shall not be entitled to any additional or premium pay related to her/his election.

b. International: When an international pairing ends with a deadhead segment, a Flight Attendant may, with prior approval from Crew Scheduling, elect not to fly on the scheduled deadhead segment. She/he may then elect to:

- (1). be released from duty; or
- (2). deadhead on an earlier flight over the same routing, if seats are available.

A Flight Attendant electing to be released from duty shall be entitled to positive space travel (PS5B, or its future equivalent), over the same routing as the original deadhead, for a period not to exceed twenty-four (24) hours from the departure of the scheduled deadhead segment from which she/he was released. A Flight Attendant electing to deadhead on an earlier flight is deemed to have waived any duty time limitations necessary to complete the deadhead segment. Per diem will be paid based on the scheduled deadhead segment or the segment on which the Flight Attendant actually deadheads, whichever arrives earlier. A Flight Attendant electing not to fly on the scheduled deadhead segment as described herein, shall receive her/his regular pay for the originally scheduled deadhead segment as provided for in Paragraph 1. above, but shall not be entitled to any additional or premium pay related to her/his election.

14. Flight Attendants shall not be deadheaded on airplanes being ferried because of mechanical problems.

#### **J. Electronic Communications**

The Company may send notices and communications to Flight Attendants and the Union electronically. Hard copies of documents related to discipline and grievances will be provided to a Flight Attendant and/or the Union upon request. The Company shall provide hard copies of documents relating to terminations, separations, and reductions in force.

## **K. Emergency Assignments**

Irrespective of Section 2.J., under emergency conditions where regular Flight Attendants are not available, the Company may staff flights with employees other than Flight Attendants up to the minimum FAA staffing requirements for the equipment used.

## **L. Special Transportation**

Remains of a Flight Attendant, or of a Flight Attendant's spouse, children or parents shall be shipped on-line at no charge.

## **M. Fly For**

Notwithstanding the provisions of Section 1.A.2. of this Agreement, the Company may utilize either Inflight management personnel or scheduled Flight Attendants to fly for a Flight Attendant(s) on a trip(s) as long as the affected Flight Attendant(s) suffer no flight pay loss.

## **N. Insurance Indemnification**

1. If a Flight Attendant is named as a defendant in any civil action for damages (including any 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 through its insurers, will indemnify and save harmless the Flight Attendant from any money judgment or award rendered against her/him including a judgment for damages based on such Flight Attendant's negligence.
2. It is expressly understood that 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.

## **O. Locking Compartments**

As soon as reasonably practicable, the Company will provide locking overhead compartments on all aircraft.

## **P. Mailboxes**

The Company shall make available to each Flight Attendant an individual, physical mailbox at her/his Base to the extent possible. If the Flight Attendant's Base covers trips out of more than one airport, a Flight Attendant can choose the airport where her/his mailbox shall be located to the extent it is possible to provide physical mailboxes at that airport. The Company shall notify a Flight Attendant if it removes a personal item(s) from her/his mailbox.

## **Q. Management Rights**

Except as otherwise expressly provided, nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management.

## **R. New Equipment**

1. New equipment as provided by this sub-section means any equipment placed into service by the Company of an aircraft type or series which is not in service on the date of signing.
2. The Company will notify the MEC President/designee of any decision to place new equipment into service. The Union will receive copies of all interior design plans, including revisions of such plans. The Union's input to such plans will be considered during the design process.

## **S. Nondiscrimination**

The Company and Union recognize the value of a diverse Flight Attendant workforce and share a mutual commitment to a workplace free of discrimination in which it is unacceptable to engage in offensive behavior based on protected categories. The Company shall not discriminate with regard to terms and conditions of employment based on age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation (including same-sex marriage), veteran status, or any other protected category under applicable law. Notwithstanding the foregoing, certain differences in benefits and travel privileges may exist between married and non-married Flight Attendants, domestic partners or same-sex spouses and opposite-sex spouses to comply with applicable state and federal tax laws.

## **T. Parking**

1. If a Flight Attendant is scheduled to fly or deadhead from an airport serving her/his Domicile and parking is not provided for her/his automobile, public facilities may be used and charges shall be paid by the Company. Such charges shall be submitted within ten days using the appropriate expense reimbursement system and shall be supported by a receipt.
2. In the event parking facilities are not available for employees at an airport location other than one serving her/his Domicile, the Company shall assume the monthly parking charges up to a maximum of \$35.00 per month. This provision does not apply to original or replacement charges for employees for parking decals, stickers, gate keys or similar items. It is understood

that a Flight Attendant may park her/his car at either her/his Domicile or some other Company station location, if parking space is available, in which case the Company shall be obligated to assume only the expense of one location.

## **U. Passes**

1. Flight Attendants will be granted on-line passes and reduced rates for themselves and eligible family members that are extended to other non-management employee groups. Any improvements provided to other non-management employees will be extended to Flight Attendants, surviving spouses and/or their dependents, and the Union will be notified of changes in the pass policy.
2. Retired Flight Attendants and their spouses and eligible unmarried children will be granted the same on-line passes and reduced rate privileges as are other Company non-management retirees. They will also be eligible for other airline passes to the extent qualified by other carriers.

## **V. Passports, Visas & Immunizations**

### **1. Passports**

Flight Attendants shall be required to obtain and maintain a current passport. In the event a Flight Attendant's passport is lost or stolen, the Company, at the Flight Attendant's request, shall provide the documentation necessary to expedite obtaining a replacement.

### **2. Visas**

- a. The Company shall monitor International trips and identify required visas. A Base/Domicile with trips to particular visa-requiring countries may specify a required visa qualification at their location. Flight Attendants in the Base/Domicile who have special visa needs based on their citizenship may be required to maintain certain visas.
- b. The Company shall make reasonable efforts to make documentation available and provide access to information to assist Flight Attendants in acquiring visas.

### **3. Immunizations**

- a. Immunizations may be required or recommended according to the needs of a particular Base/Domicile.
- b. Flight Attendants shall be responsible for keeping their immunization records current.

- c. Flight Attendants requiring exemption from particular immunizations must supply supporting medical documentation from their treating physician and shall be prohibited from flying to a location needing the exempted immunization.
- d. A Flight Attendant shall not be required to fly to a location without the required immunization for that location.

#### 4. Renewal Procedures

- a. A Flight Attendant shall notify the Company when their passport and/or visa is being renewed pursuant to Company procedures. During the renewal process a Flight Attendant may fly to locations for which she/he remains qualified and shall be subject to reassignment under Section 7.Q.
- b. In the event a Flight Attendant's passport or visa renewal is delayed due to circumstances beyond their control and she/he is unable to fly to any location, she/he shall be considered to be on an authorized absence and shall not be subject to discipline.

#### 5. Costs

- a. The Company shall bear the cost of any necessary passports, passport renewals, additional passport pages, visas, work permits required to be based/domiciled at that location, residency and the government's expedited renewal fee. The Company shall also bear the costs for all necessary photos associated with obtaining the aforementioned documents.
- b. The Company shall reimburse Flight Attendants for the governmental fees associated with the Global Entry (U.S. Customs Border Protection) program or successor program.
- c. In the event a Flight Attendant's passport is stolen, the cost of its replacement, including all required visas in effect at the time of the theft, shall be borne by the Company, where supported by reasonable documentation. The Company shall also bear the cost of photos and the government's expedited renewal fee.
- d. The Company shall bear the cost of required immunizations and immunizations recommended by the Centers for Disease Control (CDC) for destinations served by the Company. The Company may require inoculations be obtained at Company medical facilities, or other locations they might designate. Reimbursement shall not include associated expenses (e.g. parking).

## **W. Railway Labor Act**

During the life of this Agreement, neither the Company, the Union, nor the employees covered by this Agreement will cause, approve, authorize, or support any action inconsistent with the general purposes of, and general duties defined in the Railway Labor Act while the procedural processes of this Agreement and the Railway Labor Act are being followed, or where arbitration is agreed upon, or where a matter is subject to the jurisdiction of the System Board of Adjustment.

## **X. Savings Clause**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days' notice, request negotiation for modification or amendment of this Agreement and negotiations shall commence within fifteen (15) days from the receipt of the notice.

## **Y. Tidying**

Flight Attendant duties shall include, from the time the aircraft door is closed until the time the aircraft door is opened, maintaining the tidiness and neatness of the aircraft cabins, galleys and lavatories, and restocking the lavatory supplies. The Company shall provide latex gloves for Flight Attendants' use when tidying.

## **Z. Electronic Bulletin Board**

The Company will maintain an automated Bulletin Board for the Flight Attendants use in trip trades, RDO trades, vacation trades, and any other such rescheduling functions under the Flight Attendants' control as may become available in the future.

## **AA. Duty Free Commission, Bonus Payments and Employee Discount**

1. The Company and its duty free vendor shall implement a commission program designed to pay Flight Attendants a minimum commission of ten percent (10%) of actual sales revenue collected. This commission shall be evenly divided between all Flight Attendants selling duty free.

In an effort to incentivize Flight Attendants to maximize sales, the parties agree to implement the following duty free sales "bonus" plan:

On flights with sales exceeding \$500.00 per segment, the Flight Attendants selling duty free shall receive an additional bonus payment of \$10.00.

For each additional \$250.00 per segment after the first \$500.00, the Flight Attendants selling duty free shall receive an additional bonus payment of \$5.00.

2. The Company and its duty free vendor shall continue a United employee discount applicable to onboard duty free product sales. The discount shall continue to be fifteen percent (15%). Consistent with duty free sales, and in order to insure Flight Attendants responsible for selling duty free are appropriately compensated, the actual sales revenue collected after the discount will be included in the total sales amount upon which the commission is based. For example, if an item sells for \$100, the amount the commission would be based on is \$85.

## **BB. Paychecks**

1. Paychecks shall be available for distribution to Flight Attendants at their Domicile office not later than the 1st or 16th of each month. Direct deposit funds for January 1st will not be available until the first business day after the holiday. If paychecks arrive at the Domicile before the 1st or 16th, the Company will process and distribute paychecks upon their arrival in the Domicile without delay. Paychecks shall be issued during hours when Inflight Service Personnel are on duty at the Domicile office. When no Inflight Service Personnel are on duty, paychecks shall be available during periods of time that there are scheduled arrivals or departures at the Domicile. Pay advices for Flight Attendants who have opted for direct deposit will be available electronically for viewing and printing by the Flight Attendant.
2. A Flight Attendant shall receive seventy percent (70%) of base pay not later than the 1st day of each month. Base pay is seventy-one (71) hours.
3. On the 16th day of each calendar month a Flight Attendant shall be issued a paycheck containing the total monthly earnings minus the 1st of the month advance.
4. a. Flight Attendants may elect to have their pay electronically deposited in the financial institution of their choice provided such institution accepts electronic deposits.  
b. The exchange rate for Flight Attendants based in International Domiciles will be calculated in accordance with terms of the Exchange Rate Sideletter of the Agreement.

- c. Paystubs shall indicate "earnings" and that these payments are from United Airlines.
- 5. Flight Attendants will be furnished a written itemized statement of all wages and deductions made on their paycheck stubs.
- 6. Flight Attendants are expected to provide immediate notice to the Company of any paycheck errors. Any errors in paychecks in excess of \$50.00 gross amount will be corrected by a special check within five (5) business days after the day the Flight Attendant notifies the Company of the paycheck problem, except when the shortage is due to the Flight Attendant's neglect or mistake. In those cases, the error will be corrected on the next regular pay period. Situations which involve particular hardship will be handled on a case by case basis. The Company will make every reasonable effort to resolve differences of opinion concerning insurance and/or pass charge deductions by the next scheduled payday.

#### **CC. TDY**

- 1. When temporary vacancies exist, notice will be posted as far in advance as possible. The notice must contain the start and end dates for the temporary assignment. Flight Attendants and/or specially qualified Flight Attendants in a Base that has an over complement may bid for the temporary vacancies. They will be awarded in system seniority order. If no or insufficient bids are received from the Base(s) that is over complement, the most junior Flight Attendants and/or specially qualified Flight Attendants from the Base will be assigned to fill the remaining temporary vacancy(s). If there are no bases over complement, the Company will post the temporary vacancies in all bases. They will be awarded in system seniority order and/or considering special qualifications, if applicable. If no or insufficient bids are received, the most junior Flight Attendants and/or specially qualified Flight Attendants on the system will be assigned to fill the remaining temporary vacancy(s).
- 2. If there is insufficient time to utilize the procedures in Paragraph 1. above, the vacancies will first be offered in seniority order to those Flight Attendants who have permanent transfers on file to that Base, and then filled by assignment of the most junior Flight Attendants and/or specially qualified Flight Attendants from the Base(s) which has an over complement of Flight Attendants. If no Base is over complement, the most junior Flight Attendants and/or specially qualified Flight Attendants on the system may be assigned to fill the vacancy(s). If these procedures are utilized, the Union will be notified as soon as practicable.

3. A notice or order regarding temporary assignment(s) will show the length of such assignment if known, the temporary Base, and anticipated number of vacancies to be filled, and will state that Flight Attendants assigned to temporary vacancies outside their geographic Domiciles will be provided fee-waived positive space (PS5B) passes, single occupancy accommodations as provided in Section 5.B.1. as needed, and per diem as provided in Section 5.A.1. from the time the temporary assignment begins to its conclusion, except that per diem shall not be due for blocks of days off of three (3) or more.
4. The Company shall reimburse Flight Attendants up to \$25 per week for laundry expenses, not to include dry cleaning, for temporary assignments to international locations. Receipts are required for reimbursement.
5. At the conclusion of any temporary assignment, a Flight Attendant will be allowed to resume her/his position at her/his Base.

#### **DD. On-Board Rest**

1. On scheduled flight segments departing between 2100-0359 on-board rest shall be as follows:
  - a. fifteen (15) minutes on scheduled segments greater than 4:59 and less than 7:00.
  - b. thirty (30) minutes on scheduled, non-stop flight segments of 7:00 and less than 8:00.
2. On international flight segments greater than 7:00 and less than 8:00, Flight Attendants shall be permitted a thirty (30) minute rest.
3. In the application of Paragraphs 1. and 2. above, when an aisle customer seat is unavailable, Flight Attendants shall use the jumpseat.
4. A Flight Attendant shall be permitted a minimum of one (1) full hour of rest in the assigned crew rest seat on board the aircraft when the scheduled non-stop flight segment is eight (8) hours or more and a minimum of two (2) full hours of rest when the scheduled non-stop flight segment is twelve (12) hours or more.

The crew rest facilities provided for breaks pursuant to this Paragraph shall be as follows:

- a. On single aisle aircraft, the Company shall provide one (1) row of three (3) contiguous seats for Flight Attendant rest. Such crew rest seats shall be located in either the first or

last row of any zone, unless otherwise agreed between the Company and the Union. Such rest seats shall be curtained from customer view.

b. On dual aisle aircraft where there are no bunks, the Company shall provide crew rest facilities as follows:

(1). On B-767 aircraft, the Company shall provide two (2) sets of two (2) contiguous seats in the front or rear of any cabin. Such crew rest seats will be curtained with enhanced recline and leg rest. In addition, two (2) adjacent seats shall be reserved for crew rest purposes unless required for revenue passengers. These two (2) seats will not be curtained.

(2). On the current B-777H and B-777D aircraft (tail numbers 2469, 2471, 2473-2478, 2480, 2481, 2510-2515, 2368, 2372, 2379), the crew rest seats shall be two (2) sets of three (3) contiguous seats or three (3) sets of two (2) contiguous seats in the first or last rows of any zone or cabin. Such crew rest seats will be curtained.

c. On B-747, B-777, B-787 and A-350 aircraft, the Company shall provide crew bunks for rest, except as noted in Paragraph 4.b.2. above.

5. On flights over eight (8) hours where the regularly scheduled equipment or crew rest facility is not available, the Company shall provide five (5) sleeper seats on 747 aircraft and four (4) sleeper seats on all other aircraft for use for on-board crew rest.

6. Bunks will be equipped with curtains, emergency oxygen system, reading lights, air outlets and individual seat belts.

7. Flight Attendants shall be provided the same quality pillows and blankets as first class passengers. The number of pillows and blankets provisioned shall be equal to the maximum number of Flight Attendants that can be assigned to the flight, plus two (2) more sets.

8. Notwithstanding the foregoing, the Company and Union will meet and confer if the Company needs to make any changes to the bunks/bunk facilities or crew rest seats which would adversely affect Flight Attendant use. No changes will be made without first giving the Union the opportunity to make recommendations.

## 9. General Rules

- a. Flight Attendants shall complete all scheduled cabin services before starting any crew rest break.
- b. The FSL/Purser will honor seniority when scheduling and coordinating crew rest breaks among Flight Attendants. Rest breaks will be approximately evenly divided and will occur during non-service periods.
- c. Crew rest facilities as defined in this Section are for the sole and exclusive use of Flight Attendants assigned to the flight or personnel covered by Paragraph M. above.

## 10. On-Board Rest Facilities on New Equipment

- a. On new/reconfigured equipment scheduled to fly eight (8) hours or more, or which is later redeployed to fly eight (8) hours or more, sufficient facilities will be installed to accommodate crew rest breaks. Such facilities will be no less favorable for comparable new equipment than those provided by this Section for aircraft specified therein. The foregoing is not intended to change, replace or modify the provisions of this Section.
- b. The inclusion of a crew bunk facility is preferable to a crew rest seat if bunks can be provided without further reducing the availability of revenue customer seating.

## SECTION 4

### COMPENSATION

#### A. Base Pay Rates

Flight Attendants will be paid the hourly flight pay base rates set forth below. Their hourly rates will be determined by their seniority for pay purposes.

Effective	Step	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1 <sup>st</sup> Year	1	\$26.68	\$27.22	\$27.76	\$28.32	\$28.88
2 <sup>nd</sup> Year	2	\$28.31	\$28.87	\$29.45	\$30.04	\$30.64
3 <sup>rd</sup> Year	3	\$30.11	\$30.71	\$31.32	\$31.95	\$32.59
4 <sup>th</sup> Year	4	\$32.07	\$32.71	\$33.36	\$34.03	\$34.71
5 <sup>th</sup> Year	5	\$35.33	\$36.04	\$36.75	\$37.50	\$38.25
6 <sup>th</sup> Year	6	\$40.00	\$40.80	\$41.62	\$42.45	\$43.30
7 <sup>th</sup> Year	7	\$44.73	\$45.62	\$46.53	\$47.46	\$48.41
8 <sup>th</sup> Year	8	\$46.16	\$47.08	\$48.02	\$48.98	\$49.96
9 <sup>th</sup> Year	9	\$47.43	\$48.38	\$49.35	\$50.33	\$51.34
10 <sup>th</sup> Year	10	\$49.20	\$50.18	\$51.19	\$52.22	\$53.26
11 <sup>th</sup> Year	11	\$50.56	\$51.57	\$52.60	\$53.65	\$54.73
12 <sup>th</sup> Year	12	\$52.97	\$54.03	\$55.11	\$56.21	\$57.33
13 <sup>th</sup> Year+	13	\$62.00	\$63.24	\$64.50	\$65.79	\$67.11

#### B. Incentive Pay Rates

1. Flight Attendants will be paid the following incentive pay rates for all block hours flown in excess of two hundred hours (200:00) per calendar quarter, including vacation and deadhead, to a maximum of three hundred and thirty hours (330:00), except that no incentive pay will apply for block hours flown in excess of one hundred and ten (110:00) hours in a bid month.

## Incentive Pay Rates

Effective	Step	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1 <sup>st</sup> Year	1	\$31.68	\$32.22	\$32.76	\$33.32	\$33.88
2 <sup>nd</sup> Year	2	\$33.31	\$33.87	\$34.45	\$35.04	\$35.64
3 <sup>rd</sup> Year	3	\$35.11	\$35.71	\$36.32	\$36.95	\$37.59
4 <sup>th</sup> Year	4	\$37.07	\$37.71	\$38.36	\$39.03	\$39.71
5 <sup>th</sup> Year	5	\$40.33	\$41.04	\$41.75	\$42.50	\$43.25
6 <sup>th</sup> Year	6	\$45.00	\$45.80	\$46.62	\$47.45	\$48.30
7 <sup>th</sup> Year	7	\$49.73	\$50.62	\$51.53	\$52.46	\$53.41
8 <sup>th</sup> Year	8	\$51.16	\$52.08	\$53.02	\$53.98	\$54.96
9 <sup>th</sup> Year	9	\$52.43	\$53.38	\$54.35	\$55.33	\$56.34
10 <sup>th</sup> Year	10	\$54.20	\$55.18	\$56.19	\$57.22	\$58.26
11 <sup>th</sup> Year	11	\$55.56	\$56.57	\$57.60	\$58.65	\$59.73
12 <sup>th</sup> Year	12	\$57.97	\$59.03	\$60.11	\$61.21	\$62.33
13 <sup>th</sup> Year+	13	\$67.00	\$68.24	\$69.50	\$70.79	\$72.11

## 2. White Flag Pay

The Company may, but shall not be obligated to, designate specific days as “white flag” for Flight Attendant staffing. When a Flight Attendant picks up a trip from open time on a day designated as “white flag” she/he shall be paid one hundred and fifty percent (150%) of the pay rates provided for in Paragraph A. above, for all credited flight time, including holding time, as defined in Section 6.N. Pay for all credited hours flown on a trip in accordance with this Paragraph shall be:

<b>Effective</b>	<b>Step</b>	<b>DOS</b>	<b>DOS+1</b>	<b>DOS+2</b>	<b>DOS+3</b>	<b>DOS+4</b>
1 <sup>st</sup> Year	1	\$40.02	\$40.83	\$41.64	\$42.48	\$43.32
2 <sup>nd</sup> Year	2	\$42.47	\$43.31	\$44.18	\$45.06	\$45.96
3 <sup>rd</sup> Year	3	\$45.17	\$46.07	\$46.98	\$47.93	\$48.89
4 <sup>th</sup> Year	4	\$48.11	\$49.07	\$50.04	\$51.05	\$52.07
5 <sup>th</sup> Year	5	\$53.00	\$54.06	\$55.13	\$56.25	\$57.38
6 <sup>th</sup> Year	6	\$60.00	\$61.20	\$62.43	\$63.68	\$64.95
7 <sup>th</sup> Year	7	\$67.10	\$68.43	\$69.80	\$71.19	\$72.62
8 <sup>th</sup> Year	8	\$69.24	\$70.62	\$72.03	\$73.47	\$74.94
9 <sup>th</sup> Year	9	\$71.15	\$72.57	\$74.03	\$75.50	\$77.01
10 <sup>th</sup> Year	10	\$73.80	\$75.27	\$76.79	\$78.33	\$79.89
11 <sup>th</sup> Year	11	\$75.84	\$77.36	\$78.90	\$80.48	\$82.10
12 <sup>th</sup> Year	12	\$79.46	\$81.05	\$82.67	\$84.32	\$86.00
13 <sup>th</sup> Year+	13	\$93.00	\$94.86	\$96.75	\$98.69	\$100.67

### 3. Purple Flag Pay

The Company may, but shall not be obligated to, designate specific trips as “purple flag” for Flight Attendant staffing. When a Flight Attendant picks up a trip from open time that is designated as “purple flag” she/he shall be paid one hundred and fifty percent (150%) of the pay rates provided for in Paragraph A. above, for all credited flight time, including holding time. If a purple flag pairing is subsequently traded, the Flight Attendant actually flying the pairing shall be entitled to the purple flag pay. See the rates set forth in above Paragraph B.2.

- C.** A Flight Attendant awarded any line with less than seventy-one hours (71:00) original flight time line projection will be pay protected up to seventy-one hours (71:00).
- D.** All flight time for pay purposes shall be computed as actual time or time published on trip pairings, whichever is greater.

### E. Drafting Pay

In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive three hours (3:00) of pay, including FSL/Purser, galley, and language if applicable, for pay purposes only.

## **F. Drug/Alcohol Testing Pay**

When a Flight Attendant is required to provide a urine or breath specimen in order to comply with federally mandated random drug or alcohol testing programs, she/he shall be compensated in the amount of \$25.00.

## **G. Galley Pay**

Flight Attendants working galley positions on B-757 or widebody (2 aisle) aircraft shall receive an additional \$1.00 for each block hour (prorated for partial hours) actually flown on such trips.

## **H. FSL and Purser Pay**

1. In addition to regular compensation, a Flight Service Leader shall receive \$7.50 for each credited flight hour and all ground holding time when performing in an FSL position.
2. In addition to regular compensation, a Flight Attendant shall receive the following hourly rates of compensation for each credited flight hour and all ground holding time when performing in a Purser position on the following aircraft/markets:

	<b>48 Contiguous United States &amp; Canada</b>	<b>Mexico, Caribbean, Central America, Alaska, and Hawaii</b>
A319, A320, B737	\$1.00	\$2.00
B737-800,900 & B-757	\$2.00	\$3.00
Widebody Aircraft	\$3.00	\$4.00

3. In addition to regular compensation, a Flight Attendant who is not FSL Qualified shall receive \$6.50 for each credited flight hour and all ground holding time when performing in an FSL position.
4. The payment of any of the overrides in Paragraphs 1., 2., or 3. above, shall not preclude payment of other applicable overrides.

## **I. Holiday Pay**

In addition to all other compensation, a working Flight Attendant shall be paid at double her/his hourly rate of pay as stated in Paragraph A. above. The amount of holiday pay due shall be calculated as follows:

1. Lineholder

Hourly rate of pay times the credited flight time for the pairing, divided by the number of hours away from home, times the number of hours away from home falling within the holiday.

**Example:**

A Flight Attendant making \$40.00 per hour flies a pairing which produces fourteen (14) hours of credited flight time and keeps the Flight Attendant away from home (check-in to check-out) for forty-eight (48) hours of which twenty-four (24) hours falls on the holiday:

$$\$560.00 \div 48 \text{ hours away from home} = \$11.67$$

$$\$11.67 \times 24 \text{ hours on holiday} = \$280.08$$

$$\text{Holiday Pay} = \$280.08$$

**2. Reserve**

- a. If released on a holiday, Reserve receives no holiday pay.
- b. If on Ready Reserve status and does not fly = 4:27 (30 days) or 4:13 (31 days) times the Reserve's hourly rate.
- c. If on Ready Reserve status and flies a pairing, receives greater of Paragraph b. or Lineholder computation.

A Flight Attendant qualifying for two (2) hour call-out pay or five (5) hour Standby Reserve pay shall receive double pay for those hours if they fall within the holiday period.

3. In addition to compensation provided under Section 11, Flight Attendants scheduled by the Company to attend any training or meeting on a holiday shall receive holiday pay pursuant to Paragraph I.1. and 2. above.
4. Flight Attendants will be paid for the holidays specified for her/ his Domicile country. No Flight Attendant shall be eligible to be paid for more than five (5) holidays in any calendar year.

**J. International Override**

Flight Attendants flying international pairings (outside of the continental U.S. and Canada) shall receive an hourly override of \$2.00 per hour, prorated, for each block hour actually flown and for all credited time except sick/occupational leave and vacation.

**K. Language Qualified Pay**

1. A Language Qualified Flight Attendant who works in a designated Language Qualified position will be provided an override of \$2.50 for each block hour actually flown and for all credited time in the designated Language Qualified position except sick/occupational leave and vacation.
2. The monthly minimum guarantee for Language Qualified Reserves shall include the Language Qualified override based on the Reserve guarantee.

3. The payment of a Language Qualified override shall not preclude payment of other applicable overrides.

## **L. Language Incentive Pay (LIP)**

1. Notwithstanding the designated Language Qualified positions, the Company may identify additional language needs. Flight Attendant(s) qualified in the identified language(s) as designated in the bid cover letter working in other than the designated Language Qualified position(s) shall be paid, in addition to all other compensation: \$1.00 per hour prorated for each credited hour flown.
2. Such compensation shall be paid for each block hour actually flown and for all credited time except deadhead, sick/occupational leave and vacation. The LIP override shall be in addition to all other compensation.
3. The identification of additional language needs will not prevent any Flight Attendant(s) from bidding on or being awarded these pairings.

## **M. Night Pay**

In addition to all other compensation, Flight Attendants will receive \$0.50 per hour, prorated, for each actual flight hour worked as a member of the crew between the hours of 2200-0600 based on the departure of the flight segments.

## **N. Profit Sharing Program**

1. The Profit Sharing Plan shall become effective on January 1, 2006. The Union will advise the Company whether in lieu of a cash distribution, Flight Attendants profit sharing distribution should be made as an additional Direct Company Contribution to the Flight Attendants' 401(k) Plan accounts.
2. All Flight Attendants who have completed one year of service as of December 31st of the year for which Pre-Tax Earnings are being measured will be eligible to participate in a pre-tax profit sharing program with respect to calendar years beginning in 2005.
3. Pre-tax Earnings is UAL consolidated net income as determined in accordance with U.S. generally accepted accounting principles (GAAP), but excluding (i) federal, state and local income tax expenses (or credit); (ii) unusual, special or nonrecurring charges or (iii) charges with respect to grant, exercise or vesting of equity, securities or options granted to UAL and United employees, and (iv) expenses associated with the profit sharing contributions.

4. The profit sharing program described below shall become effective for profit sharing payments in 2017, and profit sharing payments thereafter. The Company profit sharing plan shall provide that in the event that the Company has more than \$10 million in Pre-Tax Earnings in the relevant calendar year, then the Flight Attendant Annual Profit Sharing Pool shall be based on two components:
  - a. 10% of Pre-Tax Earnings that are not in excess of the Pre-Tax Earnings for the previous calendar year; and
  - b. 20% of Pre-Tax Earnings that are in excess of the Pre-Tax Earnings for the previous calendar year.
5. The allocation to each eligible Flight Attendant will be a pro rata share of the Annual Profit Sharing Pool based on the ratio of the Flight Attendant's Considered Earnings, (as defined in the Success Sharing Plan) for the year to the aggregate amount of Considered Earnings for all eligible employees that year.
6. Profit Sharing payments will be made no later than April 30th each year.
7. Profit Sharing payments will be paid to the Flight Attendant, subject to applicable 401(k) deferral election, withholding and taxes.

## **O. Reserve Guarantee**

1. Reserves shall be guaranteed seventy-eight (78) hours pay and credit per month, provided that when a Reserve is unavailable for duty on a without pay basis, her/his minimum guarantee will be reduced by 4:20 (1/18th) in a thirty (30) day month and 4:07 (1/19th) in a thirty-one (31) day month for each day unavailable for schedule duty.
2. The monthly guarantee for FSL Reserves shall be calculated at their Flight Attendant rate plus the FSL override.
3. The monthly guarantee for Language Qualified (LQ) Reserves shall be calculated at their Flight Attendant rate plus the LQ override.

## **P. Reserve Override**

In addition to Paragraph O. above, a Reserve shall be compensated at the following rate prorated for each credited flight hour: \$2.00.

## **Q. Short Crew Pay**

1. Requirements for Short Crew Pay

- a. The Company's established staffing guidelines ("ESG") shall be published in the Flight Attendant's Policy and Procedures Manual. When the actual number of Flight Attendants performing safety and service duties on a flight is fewer than provided for in the ESG, regardless of the reason(s) for the shortage, Flight Attendants shall be paid Short Crew Pay.
- b. For the purposes of Short Crew Pay, in order to determine whether staffing levels on a flight are less than provided for in the ESG, load factor will constitute the number of persons in customer seats that are available for sale, including seats occupied by non-revenue passengers and deadheading personnel. For purposes of Short Crew Pay, load factor will be established as of the time when a flight is dispatched. A flight is dispatched if the aircraft leaves the gate.
- c. The number of Flight Attendants performing duties on a flight is assumed to be the same as the number of Flight Attendants performing duties at the time of dispatch, unless the Company is notified otherwise.

## 2. Short Crew Pay Formula

Whenever a flight meets the requirements of this section for Short Crew Pay, each Flight Attendant working the flight will be compensated at the rate of \$7.50 dollars per hour or fraction thereof for each Flight Attendant absent, block to block and for holding time when a meal is served.

## 3. Automatic Payment Process for Short Crew Pay

The Company shall establish an automatic payment process for Short Crew Pay. When the requirements for Short Crew Pay are met, the automatic payment process shall calculate and pay each Flight Attendant entitled to Short Crew Pay the amount due under the Short Crew Pay formula. Flight Attendants will not be required to make a submission to the Company in order to obtain Short Crew Pay, except in circumstances when a flight dispatched with a short crew returns to the gate and is dispatched again with a crew complement consistent with the ESG.

## **R. Company Business Assignment (COBUS) Pay**

Flight Attendants removed from flight schedules for Company business in accordance with Section 3.C., shall be paid for the original scheduled flight hours missed or the actual hours, whichever is greater.

## SECTION 5

### EXPENSES, TRANSPORTATION AND LODGING

#### A. Expenses

1. A Flight Attendant when on duty or on flight assignment shall receive:

a. Domestic Per Diem shall be paid for all flights within the fifty (50) United States, Canada, Mexico, Central America and the Caribbean.

\$2.20 effective Date of Signing

b. International Per Diem shall be paid for flights not covered under Paragraph a. above.

\$2.70 effective Date of Signing

per hour prorated from the time she/he is scheduled to report for duty or actually reports for duty, whichever is later and shall continue until termination of duty or flight assignment upon return to her/his home Domicile. Meals will not be placed aboard aircraft in lieu of these allowances on any flight unless requested by the Union Local Schedule Committee for the entire crew for the entire month. When the Company boards meals at the request of the Local Schedule Committee, the payment provided in this Paragraph will be reduced by the cost of the meal to the Company. These per diem rates shall be increased by five cents (\$0.05) every two years after Date of Signing.

2. Should any unusual business-related expenses occur which are not contemplated by the provisions of this Section while the Flight Attendant is flying an international pairing, the Company shall reimburse the Flight Attendant for such expenses when supported by receipts.

3. Crew Meals

a. Meals appropriate to the time of day will be boarded for Flight Attendants at Company expense whenever they are scheduled for a period of duty of eight (8) hours or more without an intervening stop of at least two (2) hours. Whenever possible such meals will be boarded during the first six (6) hours of this period of duty.

b. If meals are boarded for passengers, crew meals shall be boarded on all segments originating or terminating in an

international city which are scheduled for three (3) hours or more flight time.

- c. On charter flights, the Company shall provide a meal for each Flight Attendant if a meal service is provided to the passengers.
- d. All food components of the crew meals referenced in this Paragraph shall be business class quality or better.

## **B. Lodging**

1. The Company shall furnish comfortable and adequate single occupancy hotel rooms in a suitable location for Flight Attendants as selected in accordance with the provisions of Paragraph B.2. below, when:
  - a. They are scheduled at a layover station in excess of four (4) hours.
  - b. They are delayed at a layover station for four (4) hours or more from the time the delay is known; or after reporting for duty at the home Domicile there is a delay for four (4) or more hours from the time the delay is known.
  - c. In accordance with Section 28.E.5.

### **2. Layover Hotels**

- a. The Company and the MEC President/designee will select hotels for inspection at layover cities in accordance with the WHQPP/Union Operating Charter and will compile a list of hotels which provide safe, clean and quiet accommodations with adequate and available eating facilities.

Adequate and available eating facilities:

Food availability twenty-four (24) hours/day.

Restaurant on premises, providing breakfast, lunch and dinner (pantry food does not meet this requirement).

Outside of meal time hours: room service, lounge menu and/or food delivery options.

Delivery options of at least three (3) different eateries (not including fast food outlets) with reasonable delivery time/distance.

- b. In the event that the Union does not agree with the Company's decision on a layover hotel, the MEC President/ or designee may request a review of that decision by the Senior Vice President-Inflight Service.

3. Flight Attendants, when at other than regular layover stations and lodging is not provided by the Company, shall receive reasonable actual expenses incurred for lodging, substantiated by a receipt.
4. Flight Attendants shall check in and out of hotels. At time of checking out, each Flight Attendant shall pay for any incidental expenses incurred, such as personal telephone calls, room service, etc. Flight Attendants will not be required to provide a credit card for room access and in-room phone activation. The hotel may require a credit card imprint if the Flight Attendant elects to have sign-in privileges to cover incidentals. Flight Attendants shall have the ability to access hotel services with cash payment.
5. If a Flight Attendant arrives at a layover hotel and her/his room is not ready within thirty (30) minutes after arrival, she/he may obtain other accommodations and claim reasonable actual lodging expenses on a Company expense form supported by the hotel receipt.
6. Unless mutually agreed by the Union and the Company, on layovers of nineteen (19) hours (block to block) or more, the Company will provide hotels in downtown or downtown-like locations in close proximity to restaurants and shops.
7. A Flight Attendant, if possible, should notify the Company when she/he does not intend to utilize her/his hotel room.
8. In the event it becomes necessary to change a layover facility after monthly bid packets have been distributed, Flight Attendants shall be notified of said change as soon as possible.
9. Each Domicile shall make available a list of layover cities identifying the two (2) hotels that will be used whenever possible, for Flight Attendant layovers. Flight Attendants assigned to pairings which are not in the monthly bid package will be informed of the layover hotel and telephone number before departing on her/his pairing. If this cannot be accomplished or in the event other layover accommodations are used, the Company will reimburse the Flight Attendant for up to a five (5) minute telephone call to inform someone of the hotel actually being used. Reimbursement will be made after submitting an expense report supported by a receipt to the home Domicile office.

## **C. Hotel Gainsharing**

1. Flight Attendants who cancel hotel rooms in accordance with the provisions of this Paragraph shall be reimbursed a portion of the resulting savings from such cancellations. The amount

of such reimbursement shall be reviewed annually, but shall not be less than \$20.00 for each cancelled hotel room.

2. Hotel gainsharing shall apply to all international and domestic hotel rooms, and shall be available only to the Flight Attendant scheduled to occupy the room.
3. A Flight Attendant must cancel her/his room no more than seventy-two (72:00) and no less than twenty-four hours (24:00), forty-eight (48:00) International, prior to the original check-in time for the trip.
4. Cancellations may only be accomplished through CCS, or by such other method as may be authorized by the Company, it being the parties' desire to automate this gainsharing program when such automation becomes reasonably practicable.
5. A room may only be cancelled by the Flight Attendant who is scheduled to occupy it; Flight Attendants may not cancel hotel rooms for other Flight Attendants.
6. Flight Attendants will be required to provide the following information in order to cancel a hotel room:
  - a. Name, Base, and employee number, and
  - b. Inbound flight number, and
  - c. Check-in time, and
  - d. Layover city, date the pairing commences, date of the layover where the room cancellation is to occur, and the hotel where it is to occur.
7. Room cancellations shall be final and may not later be rescinded.
8. A Flight Attendant who has cancelled a hotel room shall thereafter be ineligible to trade or drop the trip on which the cancellation occurs.
9. A Flight Attendant who becomes ill or who is reassigned or recrewed after canceling her/his hotel room must notify Crew Scheduling as soon as possible that she/he cancelled the room so that prompt arrangements for overnight accommodations may be made for the replacement Flight Attendant.
10. Gainsharing payments shall be included on the Flight Attendant's paycheck in the month following the cancellation.
11. Flight Attendants will not be entitled to receive gainsharing payments for hotel cancellation(s) that are not in full and complete compliance with all of the provisions of this Paragraph C.

## **D. Transportation**

1. At points other than their Domicile where transportation is not made available by the Company, Flight Attendants shall be allowed reasonable actual expenses, incurred for suitable transportation, between the field and lodging place and return.
2.
  - a. A Flight Attendant will be allowed \$10.00 for cab or limousine between airport or co-terminal and place of lodging at Domicile points whenever departure time of her/his flight assignment is between 10:00 p.m. and 8:00 a.m. or when arrival time of the flight is between 8:00 p.m. and 6:00 a.m.
  - b. Claims for such expenses shall be made on a regular expense form which shall be supported by a receipt for each flight, and the expense account shall indicate the flight number for each transportation expense.
  - c. The above stated provisions will also apply to Flight Attendants required to leave their home Domicile for purposes of attending any Company required training or meeting.
  - d. The above stated provisions will also apply to a Reserve required to report for standby or who is released from standby between 10:00 p.m. and 6:00 a.m.
3. A Flight Attendant shall be reimbursed for actual expenses for cab transportation to the airport when the Reserve Flight Attendant determines such transportation is necessary in order to respond to a call of less than three (3) hours before report. Inflight Scheduling may authorize reimbursement on an actual basis for the return, if the Flight Attendant was unable to utilize her/his personal transportation in order to make the less than three (3) hour call out. In all other cases, a transportation allowance of \$10.00 for transportation from the airport will be reimbursed. Claim for such expenses shall be made on a regular expense form which shall be supported by a receipt approved by Inflight Scheduling and the form shall indicate the flight number for any such transportation expenses.
4.
  - a. In the event a Flight Attendant's pairing originates at one airport and terminates at another airport at her/his regular home Domicile, the Company shall furnish such Flight Attendant with transportation one-way between one airport and the other, at her/his option. A Flight Attendant assigned to a schedule involving this type of operation shall advise the Company prior to the start of the schedule, the one direction she/he desires such transportation during the period she/he is assigned to that schedule.

When such transportation is requested at origination, limousine departure times will be in accordance with crosstown travel times as provided in Section 6.S.4.

- b. Upon termination, when such transportation is not provided by the Company within thirty (30) minutes and such transportation does not leave within forty-five (45) minutes after the Flight Attendant arrives at the airport and reports to Crew Scheduling, such Flight Attendant may use any other available means of ground transportation between one airport and the other and may claim expenses for such transportation, on the regular Company expense account form and such Flight Attendant shall be reimbursed for same.
- c. At layover points, if the public limousine service provided by the Company does not leave within forty-five (45) minutes after block arrival or thirty-five (35) minutes after block arrival where transportation is provided by the hotel, the Flight Attendant may use any other means of transportation to the place of lodging and may claim reimbursement for such transportation on the regular Company expense account form and the Flight Attendant shall be reimbursed therefor.
5. When the Company provides for public limousine transportation, each Flight Attendant using such transportation shall, upon request, be provided with a separate limousine slip.
6. Ground transportation will be provided on a schedule operating six (6) times per day from/to EWR and LGA (and from/to EWR and JFK if UA resumes flying out of JFK) for any operation involving sequences originating and terminating at the prescribed co-terminals.

## **E. Publicity and Promotional Assignments**

1. Flight Attendants assigned by the Company to promotional or publicity assignments or Company approved certification or experimental flights, in addition to the hourly compensation provided in Section 4 will be entitled to per hour expenses in accordance with Paragraph 5.A.1.a. or 5.A.1.b. as appropriate and to reasonable, necessary transportation expenses, when transportation is not furnished by the Company.
2. In addition to the above, Flight Attendants when away from their home Domicile will be entitled to reasonable, actual hotel expenses when not furnished by the Company and \$12.50 per day to cover all incidental expenses. If the assignment is more than seven (7) days, reasonable, actual laundry and cleaning expenses will be allowed. NRPS transportation to and from the assignment location will be provided.

## **SECTION 6**

### **MINIMUM PAY AND CREDIT, HOURS OF SERVICE, AND CONTRACTUAL LEGALITIES**

#### **A. Minimum Duty Rigs**

A Flight Attendant who departs on a flight shall be guaranteed minimum pay and credit as follows:

1. A minimum of one (1) hour's flight time pay and credit for each two (2) hours of duty time, prorated.
2. A minimum of five (5) hours flight time pay and credit for a one duty period pairing.
3. A minimum average pay and credit of five (5) hours per day for pairings with multiple duty periods (e.g. 5/10/15/20).

#### **B. Trip Rig-Time Away From Home**

When a Flight Attendant is scheduled to report for duty or actually reports for duty, whichever is later, she/he shall receive a minimum of one (1) hour's pay and flight time credit for each three and one-half (3 1/2) hours elapsed time, prorated, until return to the blocks at her/his Domicile and release from duty.

#### **C. Application of Scheduled or Actual Time**

Actual time from block-to-block or the scheduled time from block-to-block, whichever is greater, recorded cumulatively on a stop-to-stop basis shall be credited for pay purposes and shall be credited toward maximum monthly flight time limitations.

#### **D. Displacement Pay**

A Flight Attendant removed from a schedule pairing for publicity or promotional assignment or because of displacement by supervisory personnel shall receive flight time pay and credit for the scheduled flight time of the pairing from which removed.

#### **E. Drafting Pay**

A Flight Attendant assigned a line of flying and who is drafted either at her/his home Domicile or at any away-from-Domicile point to fly a pairing(s) and is not in position to fly the next scheduled pairings(s) shown in her/his schedule, shall receive pay and flight time credit on the basis of the scheduled time shown in her/his schedule or what was actually flown, whichever is greater, for the period during which drafted. In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive three hours (3:00) of pay including

premium and language if applicable for pay purposes only. A Flight Attendant may not be drafted if her/his calendar days off cannot be restored to the monthly minimum specified in Paragraph Q. below.

## **F. Call-Out Pay**

A Flight Attendant at her/his home Domicile who is called to the airport to fly and does not fly, shall receive a minimum credit for two (2) hours for flight time limitation and pay purposes. This Paragraph does not apply to training flights, or to a Flight Attendant completing her/his interrupted pairing, or to a Flight Attendant who flies a pairing scheduled within two (2) hours of the time called for such flying, or to a Flight Attendant covered under Paragraph I. of this Section.

## **G. Errors in a Line Award**

If an error(s) in a line of flying causes a Lineholder to lose flight time credit and she/he cannot be reassigned to a pairing(s) which departs on the same day as the original pairing and arrives within six (6) hours of the arrival time of the original pairing, such Lineholder shall be fully paid and credited for the flight time credit loss. A Lineholder so reassigned shall be paid what she/he actually flew or the flight time credit lost, whichever is greater. Priority will be given to reassigning Flight Attendants to pairings in the same operation.

## **H. Trip Duplication**

When two (2) or more Flight Attendants are assigned to the same trip in the same position, the trip will be awarded by seniority option. When a Flight Attendant is removed from a trip due to a trip duplication or any other Company error, she/he will have the option of being released from assignment and having her/his line guarantee reduced or receive her/his line guarantee in accordance with the provisions of Section 7.Q. If the trip duplication is a result of Company error, and if the error is not corrected prior to the calendar day of the trip, the senior Flight Attendant involved in the duplication error shall have the first option of being released from assignment with no reduction in her/his line guarantee.

## **I. Line Guarantee**

1. In the event a Lineholder involuntarily loses all or any part of her/his pairing(s) in her/his original or adjusted line of flying during the month (except for time lost due to end-of-month schedule conflicts - see Paragraph 2 below), her/his projected line value shall remain as it was immediately prior to the loss of flight time. She/he may be reassigned to another pairings(s) per Section 7.Q.

2. In the event an end-of-the-month conflict causes a Flight Attendant to lose pay and flight time credit, such Flight Attendant shall be guaranteed a minimum of seventy-one (71) hours.

## **J. Month End Overlap**

In the event of a month-end overlap pairing where the Flight Attendant is eligible for pay protection, sufficient pay and flight time credit of either the pairing flown or the scheduled pairing dropped will be moved from the new month to the old month to protect the scheduled flight time which was necessary to be dropped in the old month and to assure the greater pay and time credit on a full pairing comparison basis.

## **K. Duty and Trip Rig Credits**

1. Any credit time accrued as a result of the duty period guarantees shall be applied as an extension to the last segment of the duty period in which the credit was accumulated.
2. Any credit time accrued as a result of the application of the time away from home guarantee shall be considered an extension to the last segment of the pairing.

## **L. Flight Time Limitations**

1. Ninety-five (95) hours of credited flight time shall constitute the maximum for a Lineholder Flight Attendant in a month. One hundred (100) hours of credited flight time shall constitute the maximum for a Reserve Flight Attendant.
2. Notwithstanding the provisions of Paragraphs 1, 5, 6, and 8:
  - a. A Lineholder Flight Attendant may, at her/his option, elect to project (i.e. pick up open flying, trip trade, accept a reassignment) to one hundred (100) hours or over one hundred (100) hours for the month; and
  - b. At the time a Reserve bids a Reserve line, she/he shall indicate whether she/he elects to be governed by one hundred and five (105) hours or over one hundred and five (105) hours for the month. Additionally, a Reserve may opt anytime during the month.
3. When a Flight Attendant leaves her/his home Domicile with credited flight time, plus projected time of her/his scheduled pairing falling in the same month, totaling not more than the applicable scheduled maximum, she/he may complete such pairing even though unforeseen irregularities cause her/him to exceed the applicable maximum.

4. Notwithstanding the provisions of Paragraph 1 above, a Flight Attendant who is awarded a line of flying for a full month shall fly the pairing(s) in such line of flying provided she/he does not exceed ninety-five (95) hours actual flight time maximum.
5. Notwithstanding the provisions of Paragraph 1 above, if a Lineholder flies a line with a first of the month overlap pairing which causes her/him to be projected over the maximum credited hours as would be applicable for the new month, she/he shall fly the pairing(s) in the new month provided she/he does not exceed the applicable maximum hours on an actual basis in the new month.
6. A Lineholder Flight Attendant may not be reassigned if, as a result of this action, her/his monthly flight time would be projected over ninety-five (95) hours credited flight time maximum. A Reserve Flight Attendant may not be assigned if, as a result of this action, her/his monthly flight time would be projected over one hundred (100) hours credited flight time maximum.
7. If a Flight Attendant is drafted, the result of which projects her/his schedule over ninety-five (95) hours credited flight time, the monthly schedule must be adjusted during the month to project her/him to not more than the maximum credited flight time.
8. When a Flight Attendant is assigned to flight duty after the beginning date of a bid month, the maximum credited hours for the month shall be reduced on a prorated basis, proportionate to the ratio that the remaining days in said month bears to the total number of days in said month.

**M.** The flight time limitations provided for in this Agreement shall include all flight time on regularly scheduled flights, extra sections, charters, ferries, scenic or other flights where the Flight Attendant is assigned as a member of the flight crew.

**N. Holding Time**

1. Flight Attendants shall receive one-half (1/2) credit for pay purposes, including premium pay and language pay when applicable, on an actual minute basis for all holding time, in excess of thirty (30) minutes beyond scheduled ground time or block arrival time. Flight Attendants will be paid such holding pay in addition to all other compensation.
2. A Flight Attendant may be required by the Company to remain on board after the block arrival of the flight. If this occurs at a point where she/he is scheduled to go off duty, the duty period will either end at the time released from holding or according

to the time set forth in Paragraphs R. 9. and 10., whichever is later.

### 3. Holding Time Limitations

The maximum holding time for a Flight Attendant shall be limited to four (4) hours at any one point or a total of five (5) hours during any on-duty period. A Flight Attendant may be required to remain with passengers beyond scheduled ground time only on board the aircraft. A Flight Attendant shall be given a fifteen (15) minute rest period after each two (2) hours required to remain with passengers on board an aircraft. At the end of four (4) hours the Flight Attendant shall be (1) relieved from holding with passengers, (2) reassigned, or (3) released from duty.

## O. Thirty-Five (35) In Seven (7) Limitation

1. A Reserve may not be scheduled to exceed thirty-five (35) flight hours in any seven (7) consecutive twenty-four (24) hour periods. Scheduled flight time not flown due to absences (e.g., vacation, sick leave) will not be a consideration in the application of this Paragraph. These provisions may be waived by an individual Flight Attendant.
2. The thirty-five-in-seven (35-7) rule shall not apply to International pairings.

## P. One (1) In Seven (7) Limitation

### 1. Scheduled

For Flight Attendants on domestic pairings, relief from all duty and Company obligations for not less than one (1) calendar day shall be provided for each Flight Attendant at her/his Home Domicile at least once during any seven (7) consecutive calendar days.

2. For Flight Attendants on international pairings, relief from all duty and Company obligations shall be provided for each Flight Attendant at least once during any seven (7) consecutive calendar days. Such relief shall be either:

One (1) calendar day at her/his Domicile or,

One (1) twenty-four (24) hour period free from duty at an away from Domicile point.

### 3. Actual

A Flight Attendant whose flying schedule is involuntarily reduced to less than one (1) day off in seven (7), may contact

Inflight Scheduling at once for rescheduling. In the case of “1 in 7” problems due to schedule selection, the Flight Attendant should contact Inflight Scheduling prior to the first day of the schedule month for rescheduling. Failure to do this will result in waiving the “1 in 7” Rule. If it is necessary for a Flight Attendant to drop a pairing because of the “1 in 7” Rule, preference as to which pairing is to be dropped will be subject to the concurrence of the Flight Attendant and Inflight Scheduling. In the event of failure to reach agreement, the pairing to be dropped will be subject to the approval of the Crew Resource Manager/designee.

## **Q. Minimum Days Off**

### **1. Scheduled**

- a. A Lineholder shall be provided a minimum of ten (10) calendar days off each bid month at her/his Domicile free of all duties.
- b. A Reserve shall be relieved of all duties for twelve (12) calendar days each bid month at her/his Domicile in accordance with the rules set forth in Section 8.I.

### **2. Voluntary Reduction Below Minimum**

If a Flight Attendant voluntarily reduces calendar days off below the monthly minimum by trading pairing(s) or picking up time, the days off which are voluntarily relinquished below the minimum will not be restored except through the trip trade process. Calendar days scheduled off lost as a result of the operation shall be restored in accordance with Section 7.R.

### **3. A Flight Attendant shall not be required to keep the Company advised of her/his whereabouts on days off unless an emergency is declared by the Company.**

## **R. Commencement of Duty**

1. Scheduled check-in times shall be established and published with the bid information for the schedule month.
2. Check-in times for aircraft types shall be as follows:

<b>Fleet</b>	<b>Home Base Check-In</b>	<b>Layover Check-In</b>
A319/A320, B737-700	1:00	0:45
B737-800/B737-900	1:00	0:45
B747/B757/B767/B777/B787	1:15	1:00

3. Deadhead report time shall be forty-five minutes (0:45) at all points, however the deadhead report time for charters, off-line flights, and ferries may be increased by fifteen (0:15) minutes.
4. The Company shall not change the published scheduled layover check-in times or increase the scheduled home Base check-in times for A319/A320 or B737-700 aircraft.
5. Changes in Home Base Check-In Times

- a. If the Company wants to change the scheduled home Base check-in time(s) for aircraft other than those listed in Paragraph R.4., it shall meet with the Union to discuss any proposed changes and endeavor to come to a mutual understanding. Proposed changes may be applicable to an entire fleet or may be limited in application, e.g. to a Base, to a trip pairing, and/or for a limited duration.
- b. The Company shall provide the Union with the reasons for any change in check-in time, including facts, data, and/or circumstances supporting the change.
- c. In the event that the Company increases scheduled home Base check-in time(s), it shall make increases in five minute (0:05) increments up to a maximum increase of fifteen minutes (0:15), which may be made in full or in part, as follows:

Fleet	Home Base Check-in Maximum
B737-800/B737-900	1:15
B747/B757/B767/B777/B787	1:30

6. If the scheduled home Base check-in time for an aircraft is increased over the time listed in Paragraph R.2. above, all Flight Attendants who check-in pursuant to the increased time shall receive \$5.00 pay for every five minute (0:05) increase over the time listed in Paragraph R.2. This pay will not be offset by other pay factors.
7. In the event the Company decreases scheduled check-in time(s) on any aircraft in the fleet, it shall do so in five minute (0:05) increments.
8. When the Company plans to add a new aircraft type to the fleet, it shall meet with the Union to discuss and negotiate check-in times and whether the home Base check-in time will be subject to increase pursuant to Paragraphs R.5., R.6. and R.7. above.

9. Release from Duty:

Release from duty shall occur after a debrief time of fifteen minutes (0:15) after block-in of a flight at the end of a Flight Attendant's duty period. Release from duty for deadheading occurs at block-in.

10. Notwithstanding the provisions of Paragraph R.9. above:

- a. When a customs check is extended due to unusual circumstances, duty time will be extended accordingly; and/or
- b. When a Flight Attendant is required to undergo random alcohol and/or drug testing, duty time and pay will be in accordance with Section 21.E.

11. Clearing Customs

- a. When a Flight Attendant is required to clear customs at the beginning of her/his duty period, including deadhead flying, the report time shall be increased by an additional fifteen minutes (0:15).
- b. When a Flight Attendant is required to clear customs at the end of her/his duty period, including deadhead flying, the release from duty time shall be extended at the end of the duty period by an additional fifteen minutes (0:15) (fifteen minutes (0:15) for debrief and fifteen minutes (0:15) for customs clearance for a total of thirty minutes (0:30)).

**S. Domestic Maximum Duty Time**

1. A Flight Attendant shall not be scheduled to be on duty in excess of the following limitations.

For Duty

Period Starting	Scheduled	Actual
0500-1859	13:00	15:00
1900-0459*	11:30	13:00
High Value Trip**	14:00	16:00

The above duty time provisions are based on the Flight Attendant's home Domicile time.

\*Limited to no more than seven hours (7:00) flight time, ground time no greater than two hours and thirty minutes (2:30) and no more than one flight segment after a red-eye flight. A red-eye flight is one with any portion scheduled to operate from 0200 to 0400, local time.

\*\*A High Value Trip (HVT) shall be limited to a single duty period containing no more than three (3) flight segments with a total flight time of nine hours (9:00) or more.

2. Under no circumstances shall a Flight Attendant be required to remain on duty, without her/his concurrence in excess of the applicable actual maximum hours shown in Paragraph 1. above, including deadheading.
3. The Company shall schedule or reschedule no more than five (5) segments in any one (1) on-duty period.
4. When a Flight Attendant's scheduled pairing originates out of one airport and terminates at another airport serving her/his Domicile, the following times will be used as an extension of the duty period. Such times shall be considered as scheduled deadhead time and full pay and flight time credit will be allowed.

DCA-BWI	1:10
DCA-IAD	1:10
IAD-BWI	1:45
EWR-LGA	1:30
EWR-JFK	1:45
LGA-JFK	1:00
ORD-MDW	2:00
SFO-OAK	1:00
LAX-BUR	1:15
LAX-SNA	2:00
BUR-SNA	2:15

#### **T. International Maximum Duty Time**

1. The maximum International Duty Day time shall be as established in the chart below.

Flight Time including DH	Max Scheduled On Duty	Max Actual On Duty
Multi/Non-Stop up to 8:00	14:00	16:00
Multi/Non-Stop 8:01 to 12:00	14:00	16:30
Non-stop 12:01 or over	Check in + Flight Time + Customs + Debrief	Check in + Flight Time + Customs + Debrief + 3:30

- Under no circumstances shall a Flight Attendant be required to remain on duty, without her/his concurrence, in excess of the applicable actual maximum hours shown in the chart above, including deadheading.
- If a non-stop flight makes a stop for operational reasons (such as for mechanical or weather conditions, for emergencies or fuel), even though planned prior to departure, it shall maintain its non-stop status. If the flight makes a stop for revenue purposes (such as to load or unload passengers or freight, except emergencies), it shall not be considered a non-stop flight and will be subject to the multi-stop duty day limitations.

## **U. Duty Time – Mixed Pairings**

- The Company may build Mixed Pairings that contain both domestic and international flights in accordance with Section 7.Y.1.
- When a duty period in a Mixed Pairing contains only a domestic flight, that duty period shall be scheduled in accordance with Paragraph S. above, and the rest following that duty period shall be provided in accordance with Paragraph V., if applicable, below.
- When a duty period in a Mixed Pairing contains only international flights, that duty period shall be scheduled in accordance with Paragraph T. above, and the rest following that duty period shall be provided in accordance with Paragraph W. below.
- When a duty period in a Mixed Pairing contains both domestic and international flights, that duty period shall be scheduled in accordance with Paragraph T. above, and the rest following that duty period shall be provided in accordance with Paragraph W. below.

## **V. Domestic Legal Rest Provisions**

- Home Domicile Minimum Legal Rest – A planned legal rest must consist of at least twelve (12) hours free from duty at the Home Domicile.

2. Flight Attendants may waive the minimum home legal rest specified above in order to trip trade/pick up pairings, subject to the following:
  - a. The minimum home legal rest between the pairings shall be reduced to ten (10) hours minimum rest for all purposes;
  - b. In the event the Flight Attendant trades or drops one of the pairings resulting from the waiver and the minimum home legal rest between her/his pairings is reestablished, the ten (10) hour minimum rest shall no longer apply.
3. Layover Minimum Legal Rest
  - a. Ten (10) hours free from duty at any point away from home where lodging is provided within approximately fifteen (15) minutes time (or time agreed upon by the MEC Hotel Chairperson) from the airport provided prompt transportation is available, or
  - b. Eleven (11) hours free from duty at any point away from home where lodging is provided more than approximately fifteen (15) minutes time from the airport.
  - c. A Flight Attendant will be provided eight (8) hours Place of Lodging minimum rest at the layover hotel.
  - d. The above off-duty periods may be reduced by one hour under this Paragraph when such off-duty period extends to or beyond 0200 Standard Time on the designated day when the change is made from Standard Time to Daylight Time, unless such reduction would result in a legal rest below the established FAA minimum.

## **W. International Minimum Legal Rest Provisions**

### **1. International Layover Minimum Legal Rest**

<b>Flight/DH Time</b>	<b>Rest (Free From Duty)</b>
≤ 8	12:00/10:00 Place Of Lodging (POL)
8:01 – 10:30	14:00/12:00 POL
10:31 – 14:00	18:00/15:00 POL
14:01 – 16:30	22:00/19:00 POL
16:31 – 18:30	26:00/23:00 POL
Japan	19:00/17:00 POL

Notwithstanding the terms of Section 5.B.6. (Expenses, Transportation and Lodging) in order to ensure compliance

with the Place of Lodging provisions above while maintaining operational integrity, when flights are operationally delayed Crew Scheduling may relocate crews from downtown/downtown-like hotels to hotels closer to the airport.

## 2. International Home Domicile Minimum Legal Rest

Flight/DH Time In Last Duty Period	Rest (Free from Duty)	Trip Trade/Pick up Waiver
≤ 8:00	12:00	10:00
8:01-10:00	14:00	10:00
10:01 -14:00	18:00	12:00
14:01 -16:30	24:00	12:00
16:31 -18:30	30:00	16:00

3. Flight Attendants may waive the minimum home legal rest specified above in order to trip trade/pick up pairings, subject to the following:

- a. The minimum home legal rest between the pairings shall be reduced to the applicable trip trade/pick up waiver minimum rest for all purposes;
- b. In the event the Flight Attendant trades or drops one of the pairings resulting from the waiver and the minimum home legal rest between her/his pairings is reestablished, the trip trade/pick up waiver minimum rest shall no longer apply.

4. Upon returning from a pairing of more than five (5) days, a Reserve Flight Attendant shall be guaranteed twenty-four (24) hours regardless of the amount of flight time in the last duty period, unless Paragraph 2 above provides for greater rest.

## X. Operational Reliability Incentive (Domestic)

1. The Company may initiate the following procedures whenever it is anticipated one or more Flight Attendants will be unable to depart on-time following a scheduled layover. These procedures only apply to a layover at a non-Domicile location where timely replacement of the Flight Attendant(s) is not possible.
2. Notwithstanding the provisions of Paragraph V.3.a. above, and with the Flight Attendant(s) concurrence, the rest will be a minimum of eight (8) hours free from duty. Provided, however, that:
  - a. The Flight Attendant(s) are notified prior to, or immediately upon arrival at the layover station of the Company's request

to implement this provision, and

- b. The layover hotel meets the field layover requirements of Paragraph V.3.a. above, and
- c. Transportation to the layover hotel is immediately available upon arrival. If the transportation is not immediately available, the Flight Attendant(s) may, at their option and after notifying the Company upon their arrival at the hotel, revert to the actual minimum layover under Paragraph V.3.a. above.

3. When the Flight Attendant(s) report for duty for the first segment following their rest period under this Paragraph X., she/he shall each receive five (5) hours of incentive pay at her/ his hourly rate.

## **Y. Voluntary Waiver of Duty Maximum**

1. At Company request a Flight Attendant may concur to extend the applicable duty time maximum as provided in Paragraphs S. and T. above, to twenty (20) hours, except non-stop flights scheduled with 12:01 or more block hours may be extended as provided in Paragraph 4. below.
2. Once a Flight Attendant has concurred to extend her/his duty time maximum, she/he shall be guaranteed a minimum of one hour of pay at five (5) times her/his hourly rate in addition to her/his actual credited time for the pairing. Every hour or portion thereof in excess of the first hour shall be paid at five (5) times her/his actual hourly rate.
3. Such compensation is for pay purposes only and may not be used to offset any other guarantees. The Company is prohibited from negotiating with Flight Attendants for any compensation or incentive to obtain Flight Attendant concurrence.
4. Non-stop flights scheduled with 12:01 block hours or more shall be restricted to a two (2) hour additional extension, including flights as specified in Paragraph T.3. above.

## **Z. Miscellaneous**

1. If on a regular basis on a layover on a domestic pairing, prompt transportation is not available as provided in Paragraph V.3.a. above, and after attempting to solve the problem, the Company is unable to provide regular prompt transportation, the Company shall reschedule the layover to eleven (11) hours.
2. When a Flight Attendant is scheduled out of one airport and into another airport serving her/his Home Domicile, time spent by the Flight Attendant transferring between such airports

shall not be considered as rest time.

3. The Company will not contact Flight Attendants during rest periods at layover points except as set forth below.
  - a. If it becomes necessary to notify Flight Attendants of irregularities, or in those cases where a Flight Attendant is at a layover point and does not yet have a return assignment, every attempt will be made to give the assignment prior to the commencement of the rest period.
  - b. If this is not possible, the Flight Attendant will not be contacted until at least eight (8) hours after commencing her/his legal rest; except that if the departure time of the reassigned flight permits, the contact will not be made until the required legal rest has been satisfied.
4. The provisions of Paragraphs R., S., T., U., V., and W. of this Section and Section 11.D., shall apply to Reserves on an actual basis.

## SECTION 7

### SCHEDULING

#### A. Construction of Lines of Flying

1. Except as provided in Paragraph G.1. below, all flying assigned to each Base shall be shown in lines of flying and posted for bid. The Company shall not be required to make up lines of flying equal to less than seventy-one (71) hours.
2. The timeline for pairing construction, bidding, adjustments, trip trading, and open time distribution shall be as established in Appendix A to this Section.
3. Lines of flying shall be constructed so that the average of all lines at each Base is not less than sixty-nine (69) hours.
4. Domestic and International lines of flying shall be constructed so that the average of all lines at each Base is not more than eighty-eight (88) hours credited flight time per month. The ninety-five (95) hour flight time maximum limitation shall not apply to line construction. Priority will be given to scheduling pure lines of flying.
5. Notwithstanding Paragraph 4. above, the Company may have Domestic and International lines of flying constructed so that the average of all lines at each Base is not more than ninety (90) hours credited flight time per month for up to three (3) months per calendar year. The ninety-five (95) hour flight time maximum limitation shall not apply to line construction. Priority will be given to scheduling pure lines of flying.
6. A Flight Attendant who is projected over ninety-five (95) hours in a month may follow trip trade procedures, after line bids have been awarded to reduce projected time. If unable to reduce time by the beginning of the month, she/he must contact Inflight Scheduling for rescheduling. The Lineholder Flight Attendant may be projected to ninety-five (95) hours for the last pairing of the month. If it is necessary for a Flight Attendant to drop a pairing because of high time, her/his preference as to which pairing is to be dropped will be subject to the concurrence of the Flight Attendant and Inflight Scheduling. In the event of a failure to reach agreement, the pairing to be dropped will be subject to the approval of the Crew Resource Manager. Priority will be given to assigning Flight Attendants to pairings in the same operation and the same number of days.
7. These lines will indicate a planned pattern of pairings, days off, estimated number of relief lines, the projected actual and

credited flight time of each line, weekends and holidays specially outlined, type of equipment and number of Flight Attendant positions. The reserve lines will indicate the days off and will have weekends and holidays specially outlined.

8. The criteria for variable staffing will be included in the bid packets. If, at the time of bid line construction, the criteria are met, and the variable positions can be constructed as a line of flying, they will be published and available for bid, except as provided in Paragraph G.1. below.

9. Charters and Special Purpose Flights

- a. Charters, extra sections and scenic flights assigned to a Base will be available for use in line construction or placed in open time, unless a particular Flight Attendant(s) has been requested by the charter organization.
- b. Charter pairings may be constructed with a report time up to forty-five minutes (0:45) earlier than the normal check-in time for that aircraft type. In the event that the Company increases scheduled check-in time(s), it shall make increases in five minute (0:05) increments up to a maximum increase of forty-five minutes (0:45) and Flight Attendants shall be paid for the increased time in accordance with Section 6.R.6.
- c. Special Purpose Flights. The Company may assign specific Flight Attendant(s) to a limited number of flights not to exceed ten (10) per year when it determines that the circumstances call for a particular crew, e.g. inaugural flights or those with a high profile or significant publicity opportunity.

10. The minimum number of Flight Attendant bid positions on each aircraft, including those placed in open time per Paragraph G.1. below, will be as follows:

Aircraft	Minimum FA Aircraft Bid Positions
B-747	10
B-767-300	5
B-767-400	6
B-757-200	4
B-757-300	5
B-737-700	3
B-737-800/900	4
B-777-200	8
B-787-8/9	7
A320	3
A319	3

The Company and the Union will meet and confer regarding the minimum bid positions for aircraft not listed above. Unless otherwise agreed to by the parties, the minimum bid positions established for the aircraft not listed above shall be the FAA minimum staffing requirement for the aircraft.

11. It is understood that a flight may depart with less than the designated number of bid Flight Attendants; however, in no case will a flight depart with less than the FAA minimum.
12. If a bid period varies from a calendar month, it will be noted on the bid package.
13. Minimum days off shall be as specified in Section 6.Q.

## B. Bidding on Schedules

1. The primary bid period shall open at 0800 home Domicile time on the 12th calendar day of the month preceding the bid month. The primary bid period shall close at 0800 home Domicile time on the 17th calendar day of the month preceding the bid month.
2. Bid packets shall be available electronically no later than the opening of the primary bid period of each month. Bid packets will reflect positions/assignments. Paper copies will be available in the Base not later than 1500 local time on the 14th calendar day of the month. Delay in the arrival of paper bid packets will not constitute a reason to delay the bid closing.
3. The bid packet shall indicate duty time, ground time, layover time, layover location, including name and telephone number of the hotel used for legal rest as well as locations where crew lounge facilities are not available, total time away from home,

total expenses, pairing number, flight time for each flight, deadhead, total accumulative flight time, total actual and credit time for each pairing, effective days, type of equipment, departure and arrival time of each flight.

4. Bids will be awarded in seniority order

5. Operational Sub-Bases

The Company will establish operational sub-Bases at locations where Flight Service Leaders (FSL) and/or Language Qualified (LQ) Flight Attendants are based.

- a. In Bases where there is flying requiring FSLs, the Company will establish a sub-Base for Flight Attendants with FSL qualifications. Each month prior to the monthly schedule bid, Flight Attendants can opt out of the FSL Program for the month as provided in Section 9.D.3.f. The FSL sub-Base shall have both Lineholders and Reserves.
- b. The LQ sub-Base (LQB) shall be established each month following the monthly schedule bid among those LQs who have been awarded Lineholder and Reserve language lines of flying. Each Lineholder and Reserve shall be designated with the primary language of the line she/he has been awarded/assigned.

6. Bidding for qualified positions

- a. For Language Qualified Flight Attendants the bidding process shall be as follows:
  - (1). Flight Attendants designated as Language Qualified may bid on any Flight Attendant position and all positions will be filled in seniority order, except that only those qualified in the designated language will be eligible to be awarded a Language Qualified position.
  - (2). Following the award process, if designated language lines of flying remain open, Language Qualified Flight Attendants who are qualified in the specific language shall be assigned in inverse order of seniority to these language lines.

b. Flight Service Leader positions

A Flight Attendant who successfully completes Flight Service Leader (FSL) qualification training and periodic recurrent training will be awarded an FSL position in the bid award process in seniority order, unless she/he has been awarded an opt out for that month.

7. A Flight Attendant may bid either the line or specific positions.
8. Reserve lines may be bid by Lineholders.
9. Block bidding in ascending or descending order shall be permitted.
10. 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.
11. A Flight Attendant may leave a permanent bid on file. If a monthly bid is not received or if a Flight Attendant does not submit a bid into the award system, any permanent bid on file will be used in the primary and vacation relief line award process.
12. To be eligible to bid a line, a Flight Attendant must be qualified and current. She/he must be available for no less than fifteen (15) consecutive days of the bid period, notwithstanding this shall not preclude a Flight Attendant from bidding and being awarded a paper bid to determine the value of a line of flying for pay purposes.
13. Two (2) active Flight Attendants who are assigned to the same Base and want to fly a line of time together may “buddy” bid. Flight Attendants who wish to bid to fly together must both indicate this on their bid screens and must submit identical bids. The bids of both Flight Attendants will be honored according to the seniority of the junior Flight Attendant. Flight attendants who are buddy bidding will be allowed to position bid.
14. Under extraordinary circumstances, all lines may be rebid for the balance of the bid period with concurrence of the Local Executive Council President, which shall not be unreasonably withheld. If there is insufficient time to rebid the lines, Flight Attendants will fly replacement pairings within the affected line in accordance with Section 6.G.
15. Flight Attendants transferring into a Base may bid a line of flying at the Base to which they are transferring in accordance with their system seniority, if their transfers are effective on or prior to the first of the month. If a Flight Attendant is notified of her/his transfer after bidding has closed at the Base to which transferring, or if the transfer becomes effective after the first day of the month, she/he may bid any line of flying awarded and left vacant by resignations or transfers out at the Base to which transferring.

## **C. Open Flying Allocation**

Trip pairings will be designated for open time and will not be included in the primary line construction and the number of such pairings after the adjustment process must equal the hours specified in Paragraph G.1. below. These pairings are subject to concurrence between the Company and Local Schedule Committee.

## **D. Vacation Relief Lines**

Vacation relief lines of flying shall be constructed using flying that drops out of the primary line award as a result of vacation conflicts. Preferencing for relief lines shall be accomplished as follows:

1. Vacation relief lines shall be constructed utilizing an automated Flight Attendant Bidding System (“FABS”).
2. The vacation relief bid period will close at 0800 home Domicile time on the 20th calendar day of the month preceding the bid month.
3. Flight Attendants who are awarded vacation relief lines shall be able to preference the schedule characteristics that she/he considers desirable.
4. Vacation relief lines will be constructed and awarded in seniority order.
5. A Flight Attendant who does not submit her/his preferences before the vacation relief line bid closes or who fails to submit sufficient preferences, will be awarded a combination of pairings for which she/he is qualified.

## **E. Month to Month Line Adjustments**

Flight Attendants who bid incompatibly are subject to the following month-to-month line adjustment procedures:

1. The Flight Attendant shall have a minimum of twenty-four hours (24:00) during which she/he may use mutual trade procedures to resolve the conflict in the old month or the new month.
2. Flight Attendants shall not be subject to adjustment in a vacation month.
3. Trips and trip pairings originating in the old bid period will be flown to completion.
4. If a Flight Attendant does not resolve the month to month conflict and her/his original new month line projection is

reduced by three hours (3:00) or more, she/he will be subject to adjustment.

5. A Flight Attendant who is subject to adjustment shall have the option of utilizing the self-adjustment window.
6. The self-adjustment window will occur during the adjustment period.
7. The following rules will govern all Flight Attendants' self-adjustments:
  - a. Adjustments are to be made to +/- three hours (3:00) of the Flight Attendant's awarded line value using trips in the Base on days originally scheduled to work.
  - b. If there are no trips in the Base which can satisfy Paragraph 7.a. above, then adjustments are to be made to +/- three hours (3:00) of the Flight Attendant's awarded line value using trips in her/his Base on any available day(s).
  - c. If there are no trips in the Base which can satisfy either Paragraphs 7.a. or 7.b. above, a Flight Attendant may adjust her/his line with any trip in the Base on any day(s) which will bring her/his line value as close as possible to, but not more than five hours (5:00) greater than, the originally awarded line value.
  - d. Adjustments must be made to comply with minimum rest periods and on-duty limitations.
8. If a Flight Attendant is unable to adjust her/himself or if she/he fails to do so, regardless of the reason(s) for such inability or failure, the Company will adjust her/him using the above parameters.
  - a. If no pairing(s) is available, the Flight Attendant may first be assigned to reserve adjustment ("RA") days on days originally scheduled to fly, and then on a remaining day(s) off in the new bid period.
  - b. 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.
  - c. A Flight Attendant on an "RA" day will be considered a Reserve and may participate in Reserve Preferencing or, at her/his option, contact Crew Scheduling to be assigned to a trip in Open Time prior to Reserve Preferencing.

- d. Flight Attendants who may be awarded incompatible schedules from one month to the next will be allowed to submit adjustment requests before the published bid closing date and time.
- e. Job shares and Partners bidding incompatibly will be adjusted up to a minimum of forty (40) hours, plus or minus two (2) hours. Half-month leaves will be adjusted to a minimum of thirty-five (35) hours. Job share, Partner and half month leave lines will be adjusted down if they exceed fifty-five (55) hours.

9. If a Flight Attendant subject to adjustment pursuant to this Paragraph, conducts a mutual trade(s) which does not resolve the month to month conflict and she/he does not resolve the conflict through the self-adjustment process, the Company will adjust her/him using the parameters of Paragraph E.7. above, subject to the following:

- a. The adjustment will be the difference in value between the pairing brought into the new month and the pairing in the new month that will be dropped due to the conflict, +/- three hours (3:00);
- b. If, as a result of mutual trip trading a Flight Attendant reduces her/his days off, the Company shall be entitled to disregard this reduction for the purpose of adjustment; and
- c. If the mutual trade(s) results in the Flight Attendant exceeding an applicable monthly maximum, the Flight Attendant will be considered to have opted above that applicable monthly maximum.
- d. If the mutual trade(s) does not result in the Flight Attendant exceeding an applicable monthly maximum, the Flight Attendant will be subject to adjustment in accordance with Paragraph a. above, not to exceed her/his applicable monthly maximum prior to the mutual trade.
- e. If the Flight Attendant's original line award was above the applicable monthly maximum, then she/he will be subject to adjustment in accordance with this Paragraph a. above, not to exceed the applicable monthly maximum.

## **F. Language Qualified Flight Attendant Scheduling Rules**

1. Flight Attendants who are awarded/assigned language lines of flying shall have the language of their line designated as their "primary" language for that month and shall be staffed in the LQ sub-Base (LQB).

2. For purposes of drafting and assignment of Reserves, the Company may first assign LQ Flight Attendants having the required language qualification.

## **G. Open Flying**

1. All unassigned time, including load/variable staffing, except as defined in Paragraph A.8. of this Section, will be available in each Base. The flying available at the start of the open time trading process must include trip pairings equivalent to approximately three (3) hours per primary line of flying at each Base. All trips that are placed in open time and changes to open time will be made available as soon as possible.
2. When the projected Reserve coverage is insufficient to cover the known open flying, open time may be moved from one Base to another to accommodate staffing requirements and the operations as follows:
  - a. Domestic pairings may be moved one (1) calendar day, home Domicile time, prior to the date of departure;
  - b. International pairings may be moved two (2) calendar days, home Domicile time, prior to the date of departure.

The Company shall maintain records of the movement of pairings between Domiciles and shall provide the information to the MEC President on a monthly basis.

3. All pairings removed from open time by a Lineholder and placed in the Lineholder's schedule will become part of her/his bid line for the month unless the Flight Attendant contacts Scheduling within one hour (1:00) of the transaction to withdraw it.
4. The Company may place reserve days in open time. These days will be referred to as "RO" days. RO days may be picked up by Lineholders provided they are legal and available to fly on the day(s) picked up. A pairing assignment on an RO day(s) is limited to the RO day(s). An RO day where no assignment occurs does not constitute a calendar day free from duty. A Flight Attendant who picks up an RO day shall be paid and credited for the value of a reserve day or the value of the assigned trip if it is greater.

## **H. Open Trade Windows**

1. Open time trading shall be in first come, first served order and begin in staggered windows on the 23rd calendar day of the month preceding the bid month. The Company may designate windows of no less than two hours (2:00) for each Base to

facilitate the trading process and the times shall be published in the bid packet. The flying available at the start of the open time trading process must include trip pairings equivalent to approximately three (3) hours per primary line of flying. After the initial Base windows have been opened and closed, all trading windows must be open for not fewer than three (3) twenty-four hour (24:00) periods.

2. One seniority based trade run with open time will occur on the 27th calendar day of the month preceding the bid month beginning at 1500 local time following closing of the open time trading windows. Real time trip trading will close for the period of time necessary to allow the seniority based system to process. After the seniority trades are awarded, the seniority trip trade window shall close and open time trading shall resume in accordance with Paragraph 1. above, and shall remain open for the duration of the bid month.

## **I. Trip trades and Pick Ups**

General rules applicable to all trip trades and pick ups:

1. Minimum days off, minimum rest and maximum duty limitations will apply except as provided in this Agreement.
2. Job share/half-month leave and Partnership Flight Attendants may not exceed fifty-five hours (55:00) pay and credit for the month excluding vacation pay and credit.
3. Except as provided below in this Paragraph, requests for trades must be made through the computer at least one (1) calendar day, home Domicile time, before the scheduled departure time of the first trip, except that if the trip being dropped occurs after the trip being picked up, the request must be made at least twelve hours (12:00) prior to check-in of the trip being picked up.
4. Trades involving two (2) trips which both have scheduled departures less than one (1) calendar day after the trade must be done by exception, and are subject to operational needs.
5. A trade between two Flight Attendants must be made in the computer up to four hours (4:00) prior to check in of the earliest trip involved in the trade. If the operation permits as determined by Scheduling, open time trades may be considered inside twelve hours (12:00) prior to check-in of the trip being picked up.
6. Flight attendants may straight pick up (i.e., no trading) open time by computer up to three hours (3:00) before check-in.

7. A trade between two (2) Flight Attendants on the same trip may be requested at check-in, even if it involves the Purser ("A" position).

8. Partial Trip Trades

- a. A trade between two (2) Flight Attendants in the same Base may be for an entire pairing or for a portion of a pairing provided that the offered time begins and ends at the Base. The Company will provide a Crew Communications System ("CCS") bulletin board for the advertising of Flight Attendant pairings or portions of pairings for trade/pick up within the Base. The Flight Attendant is required to fly her/his original pairing if no other Flight Attendant picks up that flying within four hours (4:00) prior to check-in. By exception, if it is less than four hours (4:00) prior to check-in, two (2) Flight Attendants may complete a Flight Attendant to Flight Attendant trade before check-in if both Flight Attendants are physically present at the Base location provided the trade is confirmed with scheduling no later than two hours (2:00) prior to scheduled departure.
- b. The value of the pairing for the Flight Attendant trading out shall be reduced by the scheduled flight time of the segments traded. The replacement Flight Attendant's line of flying shall be credited with the greater of the scheduled or actual flight time for the segments. A partial trade transaction, in and of itself, shall not generate a rig or hotel room for either Flight Attendant. If a portion of the trip is subsequently assigned to a Reserve, the Reserve will receive rigs and hotel rooms attributable to the trip.
- c. A Flight Attendant shall be permitted to trade into open time a portion of a pairing that is less than five hours (5:00) flight time pay and credit for any one duty period and the pairing shall be treated as follows:
  - (1). If a Lineholder picks up the pairing she/he shall not be entitled to the minimum duty Rigs set forth in Section 6. Paragraph A. and B.; and
  - (2). If Crew Scheduling assigns a Reserve to the open pairing, she/he shall be entitled to the minimum duty Rigs set forth in Section 6. Paragraph A. and B.

9. Only two (2) Flight Attendants may participate in a trip trade. Three (3) way trades are not permitted. One (1) Flight Attendant may drop one (1) or more pairings to another Flight Attendant without picking up any pairing in return.

10. Complete line trades are permitted including line trades between Lineholders and Reserves. Line trades will be permitted even if vacation is involved with either line. Line trade requests must be submitted one (1) calendar day home Domicile time before the first day of the new bid month.
11. Trip trade requests must be for trips originating in the same bid month. No month to month trades are allowed.
12. A Lineholder may displace a Reserve assigned to a pairing outside of the Reserve Preferencing process in Section 8.D. up to fifteen hours (15:00) prior to the check-in of the trip provided the Lineholder is more senior than the Reserve. A Reserve assigned a pairing as part of Reserve Preferencing shall not be subject to displacement by a Lineholder.
13. Reserve Language Qualified Flight Attendants may only be displaced by senior Language Qualified Flight Attendant Lineholders having the same primary language qualification.
14. FSL Reserves may only be displaced by senior FSL Lineholders.
15. Open time trades involving an unequal number of days cannot cause a decrease of flight time of more than three hours (3:00) scheduled flight time. Open time trades involving an equal number of days are not subject to the three hours (3:00) decrease parameter. A single duty period which contains a flight segment that departs the Base before midnight and a return segment arriving back in the Base after 0400 local time ("red-eye turns") will be considered to be a one-day pairing. For trip trading purposes, this pairing will be considered to occur on the pairing origination date.
16. Open time trades may involve multiple trip pairings. There must be a minimum of one hour and thirty minutes (1:30) block-in to block-out between trip pairings scheduled for the same duty period. If a combined duty period contains an International segment, the International rest and duty limitations shall apply.
17. Trip trades with open time will be allowed only when sufficient Reserve coverage exists as determined by Scheduling.
18. Flight Attendants may not adjust schedules to conflict with or eliminate scheduled training or required meetings without the prior written permission of their Base Director.
19. The placement of trips on other Flight Attendant's lines to facilitate trading ("parking") is not permitted.
20. Pick up of an open time pairing designated to have a special qualification Flight Attendant by a Flight Attendant not having

the designated qualification may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.

#### **J. Out of Base Trades**

1. Flight Attendants will have unlimited trip trades with, and pick ups from, open time in their Base, and unlimited trip trades with other Flight Attendants in their Base subject to the provisions of Paragraph I. above.
2. Less than fourteen hours (14:00) prior to departure, Flight Attendants may pick up open time in any Base regardless of special qualifications for the pairing.
3. Less than fourteen hours (14:00) prior to departure, Flight Attendants may pick up advertised trips in any Base provided that the Flight Attendant has the designated special qualification for the advertised trip, if any.
4. Pick up of an open time pairing designated to have a special qualification Flight Attendant by a Flight Attendant not having the designated qualification may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.

#### **K. Trip trades and pick ups involving Qualified FSLs**

1. A Flight Attendant filling an FSL position may trade for or pick up any open trip in accordance with the provisions of the Agreement.
2. FSLs cannot drop FSL trips to anyone who is not an active FSL, however, an FSL can pick up a trip from another Flight Attendant in their Base, if they meet the qualifications for that trip.
3. Less than fourteen hours (14:00) prior to departure, FSLs may pick up open time in any Base regardless of special qualifications for the pairing.
4. Less than fourteen hours (14:00) prior to departure, FSLs may pick up advertised trips in any Base provided that the Flight Attendant has the designated special qualification for the advertised trip, if any.
5. Pick up of an open time pairing designated to have a special qualification Flight Attendant by a Flight Attendant not having the designated qualification may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.

6. Minimum days off, minimum legal rest and maximum duty limitations will apply. FSLs who do not maintain a fifty hour (50:00), (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of FSL trips (prorated for partial months) may only pick up and trade for open FSL time.
7. Only active FSLs can trade for open FSL trips.
8. FSLs will be paid the Flight Attendant rate of pay when they acquire non-Qualified FSL trips.

## **L. Trip trades and pick ups involving Language Qualified (“LQ”) Flight Attendants**

1. A Flight Attendant filling a Language Qualified position may pick up any open trip in accordance with the provisions of the Agreement. A Language Qualified Flight Attendant may only trade a language pairing for another pairing of the same language or with a Flight Attendant who is qualified in the same language.
2. Between sixteen hours (16:00) and fourteen hours (14:00) prior to departure, LQ Flight Attendants in a LQB will have unlimited pick ups from open time in the Language Base in all designated languages for which they are qualified.
3. Less than fourteen hours (14:00) prior to departure, a Language Qualified Flight Attendant may pick up open time in any Base regardless of special qualifications for the pairing.
4. Less than fourteen hours (14:00) prior to departure, a Language Qualified Flight Attendant may pick up advertised trips in any Base provided that the Flight Attendant has the designated special qualification for the advertised trip, if any.
5. Pick-up of an open time pairing designated to have a special qualification Flight Attendant by a Flight Attendant not having the designated qualification may be denied if Scheduling anticipates that a Reserve with the special qualification will be used to cover the pairing.
6. Minimum days off, minimum legal rest and maximum duty limitations will apply. Language Qualified Flight Attendants who do not maintain a fifty hour (50:00), (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of Language Qualified Flight Attendant trips in their primary language (prorated for partial months) may only pick up and trade for open Language Qualified Flight Attendant time in their primary language.

## **M. Personal Drop**

1. Flight Attendants may personal drop a trip pairing subject to operational requirements. Requests will only be accepted the day before report time of the trip pairing and will be granted on a first come, first served basis.
2. Flight attendants may drop a portion/portions of a trip when it transits the Base the day of the trip, if staffing allows. The original value of the pairing shall be reduced by the scheduled flight time of the segments dropped. The portion of the trip placed into open time shall be credited with the greater of the scheduled or actual flight time for the segments. A partial trip drop transaction, in and of itself, shall not generate a rig or hotel room. If the portion of the trip is subsequently assigned to a Reserve, the Reserve will receive rigs and hotel rooms attributable to the trip.

## **N. Trip trades involving trips having days which are blocked due to minimum staffing requirements**

1. Reserves Needed means the minimum number of Reserve Flight Attendants needed to staff flights, as determined by the Company (“MIN LVL” – available on the CMPD screen in CMS).
2. Reserves Available means actual Flight Attendant Reserves available for duty (“NET RESV” – available on the CMPD screen in CMS).
3. To calculate Reserve Coverage for a particular day, subtract Reserves Needed from Reserves Available.
4. To determine Reserve Coverage for a trip pairing, add the cumulative sum of Reserve Coverage for each day of the trip pairing.

Example:

<b>Date:</b>	<b>7th</b>	<b>8th</b>	<b>9th</b>
Reserves Available:	94	102	107
Reserves Needed:	100	100	110
Reserve Coverage:	-6	+2	-3

Reserve Coverage for this three day trip is -7 (-6+2-3).

5. Flight Attendants desiring to trade two (2) trips each of which contains one (1) or more days that are blocked due to minimum staffing coverage restrictions may do so if the trip being dropped has a greater cumulative sum Reserve Coverage than the trip being picked up, and:

- a. If the trip being dropped occurs later in the month, its lowest Reserve Coverage day can be no more than five (5) lower than the lowest Reserve Coverage day on the trip being picked up, or
- b. If the trip being dropped occurs earlier in the month, its lowest Reserve Coverage can be no lower than the lowest Reserve Coverage day on the trip being picked up. This trade must be executed at least seven (7) days prior to the first day of the trip being dropped.

#### 6. Trading Example 1:

	Trip 1			Trip 2		
Date:	7th	8th	9th	18th	19th	20th
Reserves Available:	95	102	107	104	109	94
Reserves Needed:	100	100	110	100	110	100
Reserve Coverage:	-5	+2	-3	+4	-1	-6

The Reserve Coverage for Trip 1 is  $(-5+2-3) = -6$

The Reserve Coverage for Trip 2 is  $(+4-1-6) = -3$

A Flight Attendant wants to drop Trip 2 and pick up Trip 1. Since Trip 2 (the trip being dropped) has better Reserve Coverage, the trip trade is acceptable under Paragraph 5 above. Trip 2 is later in the month, so Paragraph 5.a. applies. The lowest day in Trip 2 is -6, and the lowest day in Trip 1 is -5. Since the lowest day in Trip 2 is only 1 lower than the lowest day in Trip 1, the trade is allowed under Paragraph 5.a.

#### Trading Example 2:

	Trip 3			Trip 4		
Date:	9th	10th	11th	18th	19 <sup>th</sup>	20th
Reserves Available:	105	108	97	94	100	109
Reserves Needed:	100	110	105	100	100	110
Reserve Coverage:	+5	-2	-8	-6	0	-1

The Reserve Coverage for Trip 3 is  $(+5-2-8) = -5$

The Reserve Coverage for Trip 4 is  $(-6+0-1) = -7$

On the third day of the month a Flight Attendant wants to drop Trip 3 and pick up Trip 4. Since Trip 3 (the trip being dropped) has higher Reserve Coverage, the trade is acceptable under

Paragraph 5. Trip 3 is earlier in the month, so Paragraph 5.b. applies. Since the lowest day in Trip 3 (-8) is lower than the lowest day in Trip 4 (-6), the trade would be denied. In addition, the trip trade does not occur at least seven (7) days prior to the first day of Trip 3 (the 2nd), and would be denied for this reason also.

7. All trip trades involving carryover pairings will be handled pursuant to the rules of this Paragraph N.
  - a. The beginning Reserve Coverage for days in carryover trips occurring in the following bid month will be considered to be zero (0).
  - b. When a Flight Attendant trades off of a day in a carryover trip which occurs in the following bid month, the Reserve Coverage will be reduced by one (1).
  - c. When a Flight Attendant picks up a day in a carryover trip which occurs in the following bid month, the Reserve Coverage will be increased by one (1).
8. In summary, if the trip you want to drop is later in the month than the trip you want to pick up, Paragraphs 5. and 5.a. above apply. If the trip you want to drop is earlier in the month than the one you want to pick up, Paragraphs 5. and 5.b. above apply. If the trip you want to drop is earlier in the month than the one you want to pick up, the trade must be accomplished seven calendar days before the first day of the trip being dropped (see Paragraph 5.b.). Finally, both trips must have blocked days (see Paragraph 5).

## **O. Seniority Option**

Under the following circumstances Reserve Flight Attendants may be opted out of a position by a more senior Flight Attendant.

1. At the airport, only the open bid position is available for senior option.
2. If a more senior Flight Attendant opts for the open bid position, the Reserve Flight Attendant assumes the position vacated by the more senior Flight Attendant.
3. The Reserve may only be opted out of a position once, and the seniority option can occur only at the beginning of a pairing and before preflight duties begin.
4. Reserve Flight Attendants assigned to a load position, which is a different pairing number, shall not be opted out of the position, unless the pairings contain identical flight segments.

5. Reserve LQ Flight Attendants may only be opted by senior LQ Flight Attendants having the same primary language qualification. Reserve Flight Attendants not qualified in the designated language assigned to an LQ position may be opted by a more senior Flight Attendant.
6. Reserve FSL Flight Attendants may only be opted by senior FSL Flight Attendants. An FSL Qualified Flight Attendant shall have priority over a non-FSL Flight Attendant to senior opt a non-FSL Reserve from an open bid position that has been designated as FSL.
7. If the Purser (“A” position) is picked up from open time, seniority option shall be permitted among the Flight Attendants on the same pairing.

## **P. Jetway Trades**

1. A Flight Attendant may drop the last segment of a pairing to another Flight Attendant by calling Scheduling no earlier than one (1) calendar day and no later than four (4) hours prior to the scheduled departure of the segment to be traded for all segments that depart and arrive within the United States (including Alaska, Hawaii, Puerto Rico). For flights to/from FRA, GUM, HKG, LHR, NRT and other Flight Attendant Domiciles, a Flight Attendant may drop the last segment of a pairing to another Flight Attendant by calling Scheduling no earlier than one (1) calendar day and no later than six (6) hours prior to the scheduled departure of the segment to be traded. These trades may not be processed during periods of significant irregular operations, or emergency situations.
2. Scheduling shall approve the Jetway Trade under the following conditions:
  - a. Both Flight Attendants are Lineholders.
  - b. The Flight Attendant trading into the last segment must be on an unassigned day and meet all legalities and qualifications required. The trade will not be approved if it results in any legality for either Flight Attendant.
  - c. The segment traded is not a deadhead segment.
3. The Flight Attendant who traded into the last segment of the pairing must confirm with Scheduling no earlier than six (6) hours and no later than two (2) hours prior to scheduled departure. She/he must check in for the flight at the designated reporting time and location in accordance with Section 6.R. or the bid cover letter as applicable.

4. The original Flight Attendant must remain in position and with the aircraft, if applicable, until the replacement Flight Attendant is present, (i.e., there must be a physical handoff at the airplane or designated check-in location). The replacement Flight Attendant must be at the airplane or designated check-in location no later than the check-in times listed in Section 6.R. or the bid cover letter as applicable. If, for any reason the replacement Flight Attendant does not report for duty, the original Flight Attendant must operate the segment.
5. Once the trade is approved, neither Flight Attendant may trade or be awarded PTO, a personal drop or DAT for the pairing or portion of the pairing.
6. The value of the pairing for the Flight Attendant trading out shall be reduced by the scheduled flight time of the segment traded.
7. The replacement Flight Attendant's line of flying shall be credited with the greater of the scheduled or actual flight time for the segment.
8. A Jetway Trade, in and of itself, shall not generate a rig for either Flight Attendant.
9. In the event the original Flight Attendant is reassigned or drafted before the replacement Flight Attendant has confirmed with Scheduling, the Jetway Trade shall be considered void.
10. In the event the original Flight Attendant is reassigned or drafted from a segment other than the traded segment, the Jetway Trade will be considered void.
11. In the event the original Flight Attendant is reassigned or drafted from the traded segment after the replacement Flight Attendant has confirmed with Scheduling but before she/he has checked in, both Flight Attendants shall mutually determine who will continue the assignment and shall advise Scheduling. If there is no agreement, the original Flight Attendant will fly the balance of the pairing. If the replacement Flight Attendant does not check in, the original Flight Attendant shall be required to complete the assignment.
12. In the event the replacement Flight Attendant is drafted or reassigned after she/he has checked in, all applicable provisions regarding drafting and reassignment shall apply. In addition the drafting and/or reassignment shall follow the minimum duty rig or trip rig provisions of Sections 6.A. and B.
13. If the replacement Flight Attendant is illegal for her/his next pairing after completing the traded segment, she/he shall be

removed from the pairing and shall not receive pay protection nor be subject to reassignment.

## **Q. Loss of Flight Time**

### **1. Notice on same calendar day as departure**

Within four hours (4:00) of being notified that a Flight Attendant has lost her/his trip pairing or any portion thereof for any reason other than her/his own unavailability for duty, she/he may:

- a. With the concurrence of the Company, be relieved of all assignment responsibility with no loss of pay, or
- b. Be given a replacement pairing. Upon request a Flight Attendant will be provided a hotel room at Base for reassignments departing the next day.

### **2. If a Severe Weather Action Plan (SWAP) is in effect, the Company may have the following options:**

- a. Provide a replacement pairing up to four hours (4:00) past the time the original trip was scheduled to depart, or
- b. Provide a replacement pairing at the time of notifying the Flight Attendant of the loss of her/his trip pairing, or
- c. Provide a replacement pairing within two hours (2:00) of notifying the Flight Attendant of the loss of her/his trip pairing. A Flight Attendant who is required to remain available for assignment pursuant to this Paragraph Q.2.c. more than four hours (4:00) past the time the original trip was scheduled to depart shall receive an additional four hours (4:00) pay and credit.

### **3. Notice of one or more calendar day**

At the time of the notification, if the Company does not advise the Flight Attendant of a replacement pairing(s) or relieve her/him of responsibility, at her/his option she/he will:

- a. Make up the time lost on days not originally scheduled to fly in which case her/his line guarantee will be adjusted. She/he will then be relieved of all reassignment responsibility; or
- b. Make up the time as close as possible to the time lost on days originally scheduled to fly with no loss of pay. She/he will then be relieved of all reassignment responsibilities; or
- c. Be subject to reassignment in accordance with the following:
  - (1). After 1600 local time the day before check-in of the original trip, the Flight Attendant may contact

Scheduling which will advise the Flight Attendant whether she/he is likely to be given a trip assignment.

- (2). If she/he chooses to remain subject to reassignment, the Flight Attendant must contact Scheduling between 1800 and 2200 local time the day before the original trip was scheduled to depart. Scheduling will either reassign the Flight Attendant or relieve him/her of all responsibility with no loss of pay.
4. Reassignment and/or replacement pairing provided for in Paragraphs Q.1., 2. and 3. above will comply with the following:
  - a. Reassignments may not be scheduled to depart earlier than two hours (2:00) before the scheduled departure of the trip lost. If an earlier reassignment interferes with a Flight Attendant's prior day off, she/he shall receive \$15.00 per hour, in addition to her/his regular rate of pay, for all time worked prior to the scheduled departure of the trip lost.
  - b. Reassignments may not be scheduled to interfere with the next scheduled calendar day off appearing in the Flight Attendant's bid line without the Flight Attendant's consent. If the Flight Attendant consents to a reassignment that interferes with her/his next scheduled day off, in addition to the restoration of days off provided in Paragraph R., the Flight Attendant will be paid 150% pay for all block hours flown in each scheduled day off for the reassignment.
  - c. Notwithstanding Paragraph Q.4.b. above, Flight Attendants based at an International Domicile, other than Honolulu and Guam, may be reassigned to a trip scheduled to return to her/his Base within twenty-four hours (24:00) of her/his original scheduled arrival.
    - (1). Flight Attendants who receive reassignments under this Paragraph Q.4.c. shall receive pay in accordance with below Paragraph Q.4.d.
    - (2). Reassignments pursuant to this Paragraph Q.4.c. shall not apply in International Domiciles where 25% or more of the trips in the bid packet are less than three (3) days. In those locations, Paragraphs Q.4.a. and b. above, shall apply.
  - d. Flight Attendants who are reassigned to trips originating from domestic bases, other than those resulting from changeover pairings, which are scheduled to terminate more than two hours (2:00) after the original scheduled arrival time of the trip lost, shall receive \$15.00 per hour and fraction thereof (prorated), in addition to their regular rate of

pay, for all time on duty beyond the original scheduled arrival time of the trip lost.

- e. Reassignments may be a combination of multiple and/or single duty periods.
5. Reassignments which occur after leaving the Base will comply with the following:
  - a. If, after leaving her/his Base, a Flight Attendant loses a portion of a scheduled trip, she/he may be reassigned other flying provided the trip is scheduled to return the Flight Attendant to her/his Base within twelve hours (12:00) of her/his original scheduled arrival. The assignment cannot be scheduled to extend more than eight hours (8:00) into a Flight Attendant's calendar day off.
  - b. If the reassigned trip causes a Flight Attendant to be on duty four hours (4:00) or more into the Flight Attendant's calendar day off, or past midnight if her/his originally scheduled arrival time was 1900 local time or earlier, the Flight Attendant will have her/his day off restored through mutual arrangement with Scheduling or receive five hours (5:00) pay and credit in lieu of restoring the day off (providing she/he maintains the ten (10) day off minimum). Flight Attendants who are so reassigned to Domestic trips, shall receive \$15.00 per hour and fraction thereof (prorated), in addition to their regular rate of pay, for all time on duty beyond the original scheduled arrival time of the trip lost.
  - c. A Flight Attendant who is required to remain at a downline location to protect equipment that is unserviceable for mechanical reasons will be returned to her/his Base no later than twenty-four hours (24:00) after her/his originally scheduled return. If this requirement causes a Flight Attendant to be on duty four hours (4:00) or more into the Flight Attendant's calendar day off, the Flight Attendant will have her/his day off restored through mutual agreement with Scheduling or receive five hours (5:00) pay and credit in lieu of restoring the day off (providing she/he maintains the ten (10) day off minimum or twelve (12) day off minimum for Reserves).
  - d. With her/his concurrence, a Flight Attendant may be reassigned to a trip(s) which exceeds the parameters above.
  - e. After leaving her/his Base a Flight Attendant may be reassigned even though the Flight Attendant's trip(s) is operating.

6. When a Flight Attendant becomes ineligible for her/his next scheduled trip(s), she/he shall notify Scheduling as soon as possible upon return to her/his Base from the trip which caused her/him to become ineligible. At that time she/he shall be subject to reassignment in accordance with this Paragraph Q.

## 7. Equipment Change

In the event of an equipment change which does not require the original number of Flight Attendants scheduled, Scheduling will first reassign Reserves, if any. If the trip still does not require the remaining number of Flight Attendants, the senior bid Lineholder(s) may take or opt off the trip. However, LQ Flight Attendants and the FSL may be required to take or complete the trip when the trip still needs their special qualification(s). If the trip does not require the original number of LQ Flight Attendants, the senior LQ Flight Attendant may take or opt off the trip. If the Reserve is not reassigned and travels on the same flight, she/he will be included in the senior option as provided in Paragraph O. The surplus Flight Attendant (who is either bumped off or who opts off the trip) shall, at her/his option, be pay protected in accordance with the provisions of Paragraph Q.

8. When a Flight Attendant's next scheduled flight is operating and the Flight Attendant is legal, available and in position to fly, she/he may be required to operate that flight.

## R. Restoration of Days Off

1. A Flight Attendant who is entitled to restoration of a day(s) off and who declines payment for the day must be given the day off within ninety (90) days after the original day(s) was lost, on a regular scheduled work day(s). When there is a choice of days off to be restored, the restoration will be given on a day(s) mutually agreed upon by Scheduling and the Flight Attendant.
2. Restoration of a day(s) off during a multiple day pairing will be either the first or last day of the pairing subject to mutual agreement between the Flight Attendant and Scheduling. A Flight Attendant who desires a day off restored in the following bid period may also call Crew Scheduling during the 'work with' window on the 22nd day of the month, which is the day prior to the open time window opening to adjust her/his schedule. A Flight Attendant will receive pay and credit for the value of the flight time lost on the restored day(s). If a Flight Attendant must drop a multiple day pairing to restore a day(s) off, she/he will have the option of not accepting reassignment for the remainder of the dropped pairing. In this case the Flight Attendant will either have her/his guarantee reduced or receive

her/his pay guarantee in accordance with Paragraph Q. Unless a Flight Attendant declines payment or will be unable to maintain her/his applicable day minimum, she/he will receive five hours (5:00) pay in addition to all other pay for the month in lieu of a restored day(s) off.

3. If the day being restored was a Reserve Flight Attendant's Set day off, the restored day will likewise be Set. If the lost day off is not restored as provided above within ninety (90) days, the Flight Attendant will be paid five hours (5:00) pay in addition to all other pay for the month for the lost day off.
4. A Lineholder must have a minimum of ten (10) calendar days free from duty at her/his Base within each bid period, unless waived by the Flight Attendant per Section 6.Q.2. If in actual operations, the Flight Attendant works past midnight on her/his day off her/his schedule will be adjusted to restore the minimum day(s) off. If such rescheduling results in the substitution of pairing(s) of less scheduled flight time than the pairing dropped, or in dropping a pairing without substitution of another pairing, she/he will receive the scheduled flight time credit and pay of the pairing(s) dropped. A Flight Attendant may choose to be paid five hours (5:00) for the day off or have the day off restored within ninety (90) days per Paragraph 1 above.

## **S. Assignment of Open Pairings**

Assignments for open flying shall be in the order as listed below. If there are two (2) or more Flight Attendants on a pairing or identical pairings, the reassignment will be according to seniority preference. Priority will be given to assigning Flight Attendants to pairings in the same operation and the same number of days.

Lineholders shall be considered drafted when assigned, while off duty, in inverse order of seniority and in priority among those available and qualified. In addition, Lineholders shall be considered drafted when removed from their assigned flight for which they are legal, available and in position to fly, and assigned to cover any other flights. Drafting assignments for open pairings at a Base shall not be made more than six (6) hours prior to scheduled departure.

### ORDER OF ASSIGNMENT

#### 1. A Home Lineholder

A home Lineholder who desires to increase flight time, provided the assignment would not disrupt her/his assigned schedule or project her/him over maximum credited hours if applicable. Time which has not been assigned to a Lineholder per Paragraph Q. above or to a Reserve shall be promptly placed

into open time as it becomes available. At any time during the order of assignment process, Flight Attendants may pick up time which has been placed into open time.

2. A Flight Attendant assigned per Paragraph Q.

- a. Who has lost her/his scheduled outbound flight for any reason or whose outbound flight will operate so late that she/he would miss her/his return flight and who, by taking an open flight, can legally connect to the return flight. If such assignment cannot be made, the Flight Attendant may be deadheaded to the layover point to cover the return flight unless it involves a double deadhead.
- b. Who has lost her/his flight or pairing, if in the opinion of the crew scheduler such reassignment will prevent drafting. The reassignment must be prior to the Flight Attendant's next scheduled pairing and not cause her/him to be illegal for her/his next pairing or sequence of pairings, reduce days off below the monthly minimum, or project over ninety-five (95) credit hours for the month.
- c. Who is being reassigned to restore calendar days off.

3. A Home Reserve Flight Attendant

4. Reserve picking up open flying

- a. A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off on a once a month basis (as described in Section 8.L.).
- b. A home Reserve Flight Attendant who wishes to pick up open flying on scheduled days off in order to prevent drafting (as described in Section 8.L.).

5. A Reserve assigned into her/his first day off in a block of days off pursuant to Section 8.I.1.f.

6. A Reserve assigned into her/his second or third day off in a block of days off pursuant to Section 8.I.1.g.

7. Drafting

- a. The most junior home Flight Attendant who can work the flight and still be legal for her/his next scheduled pairing (if time permits).
- b. The most junior home Flight Attendant available.
- c. Any Flight Attendant legal for the flight (in inverse order of seniority, if possible).

- d. In addition to all other applicable pay protection provisions, a drafted Flight Attendant shall receive three hours (3:00) of pay including premium and language if applicable for pay purposes only.

## **T. Irregular Operations**

### **1. Flight Coverage at Domicile Points**

- a. This provision provides for the steps taken to cover a flight which is open because of irregular operations. When a visiting Flight Attendant will not be able to connect, or is illegal for her/his regular flight, protection for that flight may be provided as follows, in the order listed. All such assignments shall be made pursuant to Paragraph Q. In all cases the Flight Attendant who is reassigned to cover the visiting Flight Attendant's flight must be legal for her/his own next scheduled flight.
  - (1). Move up another Flight Attendant from the same Domicile as the regular crew on the flight. Assign her/his flight to the Flight Attendant who cannot connect her/his own return flight.
  - (2). Move up a visiting Flight Attendant from another Domicile which will not further interfere with either crew's schedule and when the flights are to the same general destination.
  - (3). Move up the first available home Flight Attendant for whose flight the visiting Flight Attendant will be legal, assigning that flight to the visiting Flight Attendant when she/he arrives as long as the flights are to the same general destination.
  - (4). Consider the return flight open and reassign the visiting Flight Attendant per Paragraph Q.

### **2. Reassignment of Flight Attendants at Domestic Non-Domicile Points**

- a. When irregularities or illegalities prevent visiting Flight Attendants from working the regularly assigned flights, they will work the open flights available to them on a first in, first out or "FIFO" basis. If two (2) or more Flight Attendants have the same arrival time, assignments will be made on seniority preference.
- b. A Flight Attendant will normally be assigned only to flights toward her/his Domicile. If this is not possible, the following order of assignment takes precedence:

- (1). The direction and destination of the open flight will expeditiously and efficiently return the Flight Attendant to her/his regularly assigned schedule.
- (2). The flight is normally flown by her/his Domicile.
- (3). She/he is the only Flight Attendant legal to work the open flight.
- c. A Flight Attendant relieved from duty because of the maximum hours on-duty rules will be assigned to the first open flight for which legal after her/his rest period.

3. In the application of Paragraphs 1. and 2. above, priority will be given to assigning Flight Attendants to pairings in the same operation.
4. At an International non-Domicile point, the following reassignment priorities will apply:
  - a. Open flights will be filled on a FIFO basis from crews headed in the same direction.
  - b. When an inbound crew is not legal for its regular outbound flight, protection for that flight will be provided by drafting the first available crew for whose flight the arriving crew would be legal.
  - c. In the event of schedule irregularities that involve other than the same direction, and protection cannot be provided in Paragraph b. above, the first legal crew available will be utilized.

## **U. Positive Check-in**

The Company may establish a positive check-in process for Flight Attendants to check-in at the required time of their pairing.

## **V. Signing in for Next Flight**

1. At the home Domicile, a Flight Attendant shall not be required to sign in or call in for her/his next pairing.
2. Away from the home Domicile, a Flight Attendant need not call in for her/his next scheduled flight unless she/he has not been assigned an outbound flight.

## **W. On-Time Sections and Consolidation of Flights**

### **1. On-Time Section**

When a scheduled flight is operating so late that the Company decides to originate an on-time section at some down line point, the following will apply:

- a. If the on-time section operates out of a regular change point for that flight, the Flight Attendants scheduled to work the regular flight will work the on-time section. If the regular flight operates through the change point later, the portion of it beyond the change point will be considered an open flight.
  - b. If the delayed flight is normally worked as a through flight with no change of Flight Attendants at the point where the on-time section is going to originate, the on-time section will be considered an open flight.
2. Consolidation of two flights is in effect a cancellation of one of them.

The flight that operates, as determined by the flight number used, will be worked by its regularly assigned Flight Attendants.

### 3. Connection Time

- a. For scheduling purposes, thirty (30) minutes will be considered the minimum connecting time for Flight Attendants.
- b. In the actual operation when it appears the connecting time will be less than thirty (30) minutes, other protection should be provided. In the event thirty (30) minutes or more known connection time subsequently develops and/or an orderly transfer can be made in the opinion of Inflight Scheduling the originally scheduled Flight Attendants will cover their own flight, provided no legality problems or flight irregularities will be created.
- c. Notwithstanding Paragraph b. above, at IAD, ORD, DEN, IAH, EWR, and SFO, the minimum connecting time may be extended to sixty (60) minutes.

## X. Notification

If a delay in flight departure or cancellation is known two (2) hours before scheduled departure, Flight Attendants will be notified of such delay, as soon as possible, provided such delay is estimated to be more than thirty (30) minutes.

## Y. International

### 1. International Pairings

For scheduling purposes, an International pairing may contain a domestic segment(s) provided that such domestic segment(s) may not exceed one on either or both sides of the International segment ("Mixed Pairings"). A Mixed Pairing shall be

designated an International pairing for the application of International override and International Per Diem.

## 2. International Domicile

### a. Block Hours

- (1). The total number of International Flight Attendant block hours assigned to U.S. Domiciles shall not be less than seventy percent (70%) of the total International Flight Attendant block hours flown in any schedule month. Note: An International Domicile is defined as any Domicile located outside of the United States, including US territories.
- (2). In the event the monthly flown block hour distribution fails to meet seventy percent (70%), the Company will allocate the necessary percentage adjustment within the subsequent two (2) schedule months. The Company will provide the Union each month with verifying documentation, including but not limited to Flight Attendant utilization reports, to demonstrate that the seventy percent (70%) ratio within the U.S. is being met.

b. The Company will not open a new International Domicile until the Company first provides to the Union data that supports language requirements in excess of those provided for in Section 9.G.5.a. The Union shall be given the opportunity to provide alternative solutions to the opening of a new International Domicile. Under no circumstances will the opening of a new International Domicile(s) decrease the seventy percent (70%) guarantee of the total International Flight Attendant block hours to be flown by U.S. Domiciles.

## 3. Openings

- a. Prior to opening a new International Domicile, the Company shall determine the number of Flight Attendants needed to fly the international pairing(s). The established number of positions shall be made available for system bid.
- b. Bids for the International Domicile shall be posted at all Domicile locations for a minimum of thirty (30) days. Bids shall state the number of assignments available; the qualifications necessary if applicable; the date the assignment is to begin; place where the bids are to be sent; and the last date on which they will be received. All assignments shall be awarded in accordance with System Seniority. Bids for the language qualified positions shall be awarded on the basis of System Seniority as outlined in Section 9.G.1.c.

- c. A Flight Attendant shall be allowed a reasonable period between the time relieved of her/his duties until the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.
- d. Any Flight Attendant who within the first six (6) months following the opening of a new International Domicile bids and is awarded a position in the International Domicile shall be considered as transferred at Company request and Section 26 shall apply.

4. No Flight Attendant will be scheduled or required to fly or deadhead around the world without her/his concurrence.

## **Z. Staffing**

- 1. The Company shall have established staffing guidelines ("ESG") to determine the number of Flight Attendants to be assigned to flights. The Company shall publish the ESG in the Flight Attendant Policies and Procedures Manual. A reasonable effort will be made by the Company to monitor and staff consistent with the ESG.
- 2. The MEC President or her/his designee and the Senior Vice President of Inflight or her/his designee shall hold regular quarterly meetings to discuss the Company's rationale(s) for the ESG standards and consider input from the Union on staffing issues. When the Company is planning to make changes to the existing ESG or establish new staffing guidelines, the Company shall provide notice to the Union prior to implementation. The Company further agrees that the Senior Vice President of Inflight or her/his designee shall meet at the request of the MEC President or her/his designee at a mutually agreeable time to consider the Union's input when: (1) the Company is considering changes to the ESG; or (2) the Company plans to place into service a new aircraft type or series, or a new configuration of an existing aircraft type or series that may impact Flight Attendant staffing. Once the Company has finalized any changes to the ESG or new staffing guidelines, it will communicate them in a clear and timely manner to the Union and the Flight Attendants.

## **AA. Personal Time Off**

- 1. Guaranteed PTO time will be made available to Flight Attendants on a daily basis regardless of White Flag. Guaranteed PTO will consist of one percent (1%) of a Domicile's active Flight Attendant population on any day. Such PTO will be granted on a seniority basis a day at a time to Flight Attendants; however, to ensure equitable distribution, Flight

Attendants may use the guaranteed PTO for eight (8) days a year. The daily percentage will be allocated in two (2) equal parts (any fraction will be allocated to the fifteen [15] day-in-advance portion). The first part will be awarded fifteen (15) days in advance. Any unused PTO will be allocated to the corresponding five (5) day-in-advance portion. A one (1) day notice will be required to qualify for the remaining guaranteed PTO time. If the needs of the service permit, however, any unused slots may continue to be available until 0001 of the requested day. Such requests will have priority over personal drops.

2. PTO shall not be awarded to a Flight Attendant who is on duty and unavailable to utilize such PTO.
3. Flight time lost due to Personal Time Off may be made up during the month taken if authorized by Inflight Scheduling.
4. If a PTO day will cause a Reserve to be unable to be assigned on her/his remaining days of availability, the Reserve will be placed on PTO for the day requested and CNF for the subsequent days on in the reserve block if the next block of days off are Set days.

### **Appendix A – Scheduling Timeline Chronology**

<b>Calendar day</b>	<b>Local or Central Time</b>	<b>Activity</b>
12	0800 Local	Bid packages uploaded
12	0800 Local	Primary bid period opens
17	0800 Local	Primary bid period closes / award begins
18	0800 Local	Primary award line numbers visible
18	1700 Local	Finalized primary award loaded
18	1700 Local	Mutual trading begins
18	1700 Local	Vacation relief pairings available
19	2359 Central	EOM conflicts dropped/ EOM mutual trades suspended
20	0600 Central	Self-adjustments begin
20	0800 Local	Vacation Relief bid period closes / award

21	0600 Central	Self-adjustments end
23	0800 Local	Vacation relief award process ends
23	<i>stagger/brackets</i>	Real-time trading begins
27	0700 Local	Real-time trading closes
27	1500 Local	Seniority trading begins
27	2100 Local	Real-time trading re-starts

#### **Bid Month**

1st day	0001 Local	Move-up line building window starts
5th day	2359 Local	Move-up line building window ends

## SECTION 8

### RESERVE SCHEDULING PROCEDURES

**A. Flight Attendants assigned to Bases in the United States including US territories but excluding Hawaii will serve reserve status in accordance with their seniority per Section 7.B.4. Flight Attendants assigned to Bases outside the United States and in Hawaii will serve reserve status in accordance with their seniority on a rotating basis in accordance with the Letter of Agreement Reserve Rotation.**

**B. Reserve Move-Up to Line of Flying**

1. A line of flying which may be constructed from open flying will be assigned to a Reserve unless she/he indicated that she/he did not want to be awarded a move-up line at the time of bidding by checking the appropriate box on her/his bid screen.
2. A Reserve will elect her/his preference of move-up lines by indicating Domestic, International, or Either on her/his bid screen. Reserves may specify up to four (4) of their scheduled days off as protected days to be included in their move-up line of flying.
3. The Reserve shall be allowed to remove her/his name from the move-up list within a specified period of time established at each Base following the awarding of bids. In addition, subsequent to the bid award a Reserve may notify Scheduling that they wish to be placed on the move-up list. In such instance, the Reserve(s) will be placed on the bottom of the list.
4. Additional flying remaining on the first day of the new bid month shall be placed in reserve move-up lines of flying to the extent the Company can maintain adequate reserve coverage. The Company shall make up and/or award such line(s) at each Domicile beginning on the first day of the new bid month and continuing until the 5th day of the new bid month. Reserves on the move-up list will be contacted in seniority order as lines open up. If all the protected day(s) specified by the Reserve cannot be accommodated, such Reserve will be bypassed and remain on the move-up list in seniority order until such protected day(s) can be provided. A Reserve who indicates no protected day(s) off, or whose protected day(s) has been satisfied, must accept such assignment. If more than one (1) line is available, the Reserve may be offered a choice of lines.
5. A Reserve Flight Attendant who stands reserve for at least one day in a schedule month and is moved into a line of flying for the remainder of the schedule month, as provided in this

Paragraph B., will be guaranteed the greater of the value of any Reserve availability day(s) and/or the value of any trips flown as a Reserve, plus the credited value of the move-up line.

## C. Reserve Ordering

1. All Reserves shall be grouped based on their number of days of availability. Reserves shall be classified as having 1-day, 2-day, 3-day, 4-day or more days of availability in accordance with their number of “on schedule” days remaining before their next scheduled days off. Reserves in an LQ sub-Base (LQB) shall be grouped within their primary language. Reserves in an FSL sub-Base will be grouped within their sub-Base.
2. Within each group, Reserves shall be placed in credited flight time accrued (TMAC) order, with first-in-first-out (FIFO) order, then the higher seniority as the tiebreaker, if necessary. At the beginning of each bid month, in order to establish the Reserve availability lists, Reserves shall be placed in FIFO order, based on the scheduled arrival time of their last previous pairing(s). In the case of the same scheduled arrival time, the Reserves shall be placed on the availability list in inverse order of seniority, the most junior Reserve at the top of the list.
3. Reserves shall progress within the availability list on a credited flight time accrual basis, the Reserve with the lesser time accrued being assigned first. During the month, if time accrued is equal for two (2) or more Reserves on the availability list, they shall be placed in FIFO order based on their last previous assignment.

## D. Reserve Preferencing

1. All Reserves scheduled to be available the next day shall be allowed to participate in Reserve Preferencing for assignments commencing the following day.
2. Open positions with check-in times between 0500 and 2400 the following morning shall be assigned to Reserves according to their 1-, 2-, 3-, 4- or more day classifications in time accrued order and qualification.
3. Assignments in Open Flying shall be listed in order, based on check-in time, starting with the earliest check-in. If two assignments have the same check-in time, the assignment with the highest credited flight time shall be listed first.
4. Reserve Preference Requests
  - a. Reserve preference requests shall be on file no later than at 1600 for the following day’s assignment process.

- b. A Reserve shall have the ability to place up to ten (10) requests on file in priority order.
- c. Each request may preference a specific pairing, or an assignment having up to six (6) criteria.
- d. The menu of preferences shall include at a minimum the following criteria:
  - (1). Co-terminal;
  - (2). Pairing length;
  - (3). International/Domestic;
  - (4). Layover city;
  - (5). Earliest Check-In;
  - (6). Latest Arrival;
  - (7). Equipment (if any one segment of the pairing contains a preferred equipment choice, the preference will be considered a match);
  - (8). Standby Reserve (based on days required);
  - (9). Position
- e. An assignment shall be considered a match when all the criteria listed within a request by a Reserve are satisfied.

- 5. No earlier than one (1) hour prior to the start of the Reserve Preferencing window, the list of assignments in Open Flying will be captured and considered frozen.
- 6. The following shall apply for Reserve Preferencing unless as provided in the rules below.
  - a. Reserves within each group of days of availability ("day classification") shall be considered for open assignments matching the corresponding number of days of availability. A Reserve who has submitted a preference request(s) shall be assigned in time accrued order to the first open assignment that matches a request.
  - b. If two or more Reserves in the same day classification indicate the same preference, the assignment will be made to the Reserve with the least time accrued. If they have the same time accrued, the assignment will be made to the most senior Reserve with the preference.
  - c. The Reserve preferencing solution shall make all the assignments that could be matched, and assign the remaining Reserves within each group of days of availability in order to the first legal open assignments.
  - d. If the Company makes assignments to Reserves outside of day classification, Reserve preferences for pairing length

outside of day classification will be considered. If Reserve preferences are being considered outside of day classification, a preference may not be honored if there is a Reserve available whose days of availability more closely match the assignment.

- e. All Reserves, regardless of whether or not they have a preference on file, are eligible for an assignment.
7. Reserves who have not received an assignment during the preferencing process shall be assigned in accordance with the Reserve Assignment process delineated in Paragraph E. below.
8. When the number of open assignments is greater than the number of Reserves, the Company shall designate those assignments that shall be left uncovered.
9. Qualified Reserve Flight Attendants
  - a. Qualified FSL positions shall be filled utilizing preferencing among those qualified.
  - b. Language Qualified positions shall be filled utilizing preferencing among those qualified in the primary language in that month.
10. Preferences Not Honored
  - a. The Company may deny a preferencing request for an assignment if its check-in time is within one (1) hour of the conclusion of the legal rest associated with the Reserve's projected arrival of her/his current pairing.
  - b. A Flight Attendant may receive an assignment out of time accrued order if she/he is the only Flight Attendant legal, qualified, and available for that assignment.
  - c. A Flight Attendant may receive an assignment out of time accrued order if this is the only assignment for which she/he is legal, qualified and available.
  - d. The Company may deviate from the above procedures based on Paragraph H.8. below.
  - e. A preference may not be honored if it would result in decreasing the number of assignments, or result in earlier departures being uncovered.
  - f. In the event of a system failure or a major disruption to the integrity of the operation, the Company shall be allowed to process Reserve assignments in flight time accrued (TMAC)

order with first-in-first-out (FIFO) order, then the higher seniority as the tiebreaker if necessary.

11. Release to check-in: Reserves assigned as part of the Reserve Preferencing shall be released to check-in and shall not be subject to displacement from the pairing by a Lineholder per Section 7.I.12.

## **E. Post-Preferencing Processing and Release**

1. Reserves who are not assigned within the Reserve Preferencing system may be either released from contact for the following day or assigned to the Ready Reserve list for the following day where they shall be placed in appropriate time accrued order in accordance with Paragraph C. above. Excess Reserves will be released when the number of Reserves still available is equal to or greater than the projected number of Flight Attendants needed for the following day. If released, Reserves shall be so advised by the communications system referred to in Paragraph F. below. If only a portion of the Ready Reserves can be released, they shall be those at the bottom of the respective time accrued list.
2. Reserves who do not receive an assignment as part of Reserve Preferencing may receive an assignment as part of a process to assign pairings which become available after Reserve Preferencing that have not been picked up by a Lineholder. Reserves who receive an assignment as part of Post-Preferencing Assignment (or daily processing as specified in Paragraph G. below) are subject to displacement by a Lineholder as specified in Section 7.I.12. until fifteen hours (15:00) prior to check-in of the pairing. At fifteen hours (15:00) prior to check-in such Reserve shall be released to check-in and shall not be subject to displacement by a Lineholder.

## **F. Receipt of Assignments Through the Preferencing System**

1. Assignments for Reserves shall be made available by an automated communication system accessible by telephone, no later than 1930 hours. All Reserves scheduled to be available the following day (except those currently working a pairing) must ascertain and acknowledge their assignment by utilizing the automated means provided by the Company between 1930 and 2400. (Automated communication means shall be used to obtain reserve assignments.) Assignment information on the automated communication system shall identify the Reserve Flight Attendant by file number and the appropriate assignment which shall include the pairing number. In addition to the automated communication system Flight Attendants shall be

able to receive and acknowledge assignments online. These assignments will be to one of the following:

- a. A specific pairing. (The Flight Attendant is then free from contact.)
- b. The Ready Reserve List. (The Flight Attendant must then remain available for contact.)
- c. Release. (The Flight Attendant is then free from contact until the evening prior to her/his next available day.)
- d. Reserve Flight Attendants who are given an assignment via the automated communication system will be given the pairing number, check-in time, termination time and date, and the open position(s) on the pairing. If the pairing is not contained in the monthly bid schedules, the Company will make available information regarding the complete assignment including layover points, hotel and hotel telephone number, length of layover, length of duty day and scheduled return to Base.

2. If a Reserve is unable to access her/his assignment via the automated communication system, or the system malfunctions, the affected Reserve must call the crew desk for their assignment.
3. Reserves who are working a pairing at the time the assignments referred to in this Paragraph are being made, will have their time accrued position based on their projected time accrued after completing the pairing. If she/he returns after 2400 and did not receive an assignment as part of Reserve Preferencing, the Reserve should contact the crew scheduler upon arrival.
4. A Reserve who is returning from sick leave status shall be treated as follows:
  - a. If she/he calls off sick leave prior to 1600, she/he will be given an assignment through the preferencing system via the 1930 automated communication system and online system;
  - b. If she/he calls off sick leave between 1600 and 1930, she/he will be given an assignment via the 1930 automated communication system and online system;
  - c. If she/he calls off sick leave after 1930 and up to 2400, an assignment will be given to her/him at the time of the call;
  - d. A Flight Attendant calling off sick leave after 2400, shall be considered on sick leave for the calendar day.

## **G. Ready Reserve Assignments**

1. Ready Reserves shall be subject to call at any time. They shall also be classified in accordance with above Paragraph C. These assignments shall be made as soon as practical and shall include layover hotel and telephone number if assigned to a pairing not published in the monthly bid packet. Every attempt shall be made to assign a Ready Reserve at least three hours (3:00) hours prior to report for duty.
2. Independent of and separate from the Reserve Preferencing System, Ready Reserves will be permitted to express preferences for:
  - a. Standby Reserve;
  - b. Minimum Flying; or
  - c. Maximum Flying, which will represent an automatic opt to over one hundred and five (105) hours for the applicable month; or
  - d. Volunteering to be assigned into the first day off; or
  - e. Volunteering to be assigned into more than the first day off; or
  - f. No preference.

The Company will honor Ready Reserve preferences subject to the (1) application of all other Reserve assignment rules (e.g., within classification, time accrued within preference), and (2) the preferences not creating a time accrued imbalance problem.

## **H. Other Reserve Assignment Rules**

1. Standby Reserve assignments may be made as part of the Reserve Preferencing window or to Ready Reserves when the assignment is made. Standby Reserve pay and credit will be given if specifically assigned as Standby Reserves or reassigned to Standby Reserve after arrival at the airport. Standby Reserves should be assigned to the first available open pairing for which they are qualified not previously assigned when they are no longer needed as Standbys. Flight Attendants required to report to the airport and not assigned a pairing shall be released from duty to begin her/his legal rest.
2. Reserves shall be placed on their respective list in time accrued order if they report for a flying assignment or for a Standby Reserve assignment but do not fly or if they are returning from training, publicity or promotional assignments, Company

business assignments, vacation, Union business, or day at a time vacation.

3. During her/his probationary period, a Reserve may be assigned to a pairing(s) on four (4) occasions out of time accrued order for the purpose of accomplishing inflight observations and/or training.

4. Availability Following Days Off

A Reserve must be available for call at 0001 and shall be required to report for duty at 0400 or later, local Domicile time, on the day following days off, vacation, personal drop, Union business, DIF, or day at a time vacation.

5. Open positions with check-in times between 0001 and 0459, inclusive, will be assigned to Ready Reserves in compliance with Paragraph K.1. below.

6. Availability On The Last Day Of The Month

A Flight Attendant who is going on Reserve shall be available at 2000 for assignment to pairings departing after midnight. A Flight Attendant going off Reserve may be assigned to pairings departing before midnight.

7. If a Reserve Flight Attendant is deadheaded on a flight which is being worked by another Reserve Flight Attendant from the same Domicile, the deadheading Flight Attendant shall be scheduled out ahead of the Flight Attendant who worked the flight, provided they are on the same availability list.

8. Reserve assignment procedures may be altered:

- a. To prevent drafting.
- b. To protect a Reserve Flight Attendant's first scheduled pairing.
- c. At Christmas for three (3) days preceding and two (2) days following the holiday, Reserve Flight Attendants may indicate their choices for these days through the automated means provided by the Company. Whenever possible, Reserves shall be assigned pairings so that they may have the opportunity to be where they wish on this holiday in the order of their seniority.
- d. Whenever, in the opinion of the Company, open pairing coverage can be more effectively covered.

9. Except to avoid drafting, a Reserve shall be given only one (1) pairing assignment in a duty period.

10. The Company will not assign a Reserve in the geographic Base to a pairing in the special qualification sub-Base if there is a Reserve with the special qualification in the special qualification sub-Base who is legal and available to be assigned and able to report in accordance with the call-out procedures set forth in Paragraph K.2. below (including any Ready Reserve or Standby Reserve).

## **I. Special Reserve Legalities**

### **1. Minimum Days Off**

- a. A Reserve shall be relieved of all duties for twelve (12) calendar days in a bid month at her/his home Domicile.
- b. One block of at least four (4) days off on a Reserve line will be designated as "Set" unless the line has no blocks of four (4) or more days off, in which case the largest block of days off will be Set, e.g. if the largest block of days off in the Reserve line is three (3) days, a three (3) day block will be Set.
- c. Notwithstanding Paragraph I.1.b. above, no block of seven (7) or more days off may be designated as Set days.
- d. Under no circumstances may a Reserve be assigned into her/his Set block of days off.
- e. A day in a Set block of days off that is traded will no longer be Set unless it is placed at the end of a block of Set days.
- f. In blocks of days off other than the Set block of days off listed in Paragraph I.1.b. above, a Reserve may be assigned into her/his first day off as follows:
  - (1). The Company will not assign a Reserve into her/his day(s) off if there is another Reserve in the Base who is legal and available to be assigned and able to report in accordance with the call-out procedures set forth in Paragraph K.2. below (including any Ready Reserve or Standby Reserve.)
  - (2). A Reserve may be assigned into the first day off in a block of days off in the following order:
    - (a). Reserves volunteering to be assigned into their first day off;
    - (b). A Reserve in time accrued order who will be assigned into her/his first day off.

- (3). When a Reserve is assigned to work into her/his first day off in the block, whether voluntary or involuntary, she/he will be paid five hours (5:00) of add pay.
- g. In blocks of days off other than the Set block of days off listed in Paragraph I.1.b. above, assignments for more than the first day off in a block of days off will be as follows:
  - (1). The Company will not assign a Reserve into her/his day(s) off if there is another Reserve in the Base who is legal and available to be assigned and able to report in accordance with the call-out procedures set forth in Paragraph K.2., below (including any Ready Reserve or Standby Reserve.)
  - (2). Assignments into the second or third days off will be pursuant to the order of assignment in Section 7.S. The order of assignment among Reserves covered by Section 7.S.6. shall be as follows:
    - (a). Reserves volunteering to be assigned into two (2) or more days in a block of days off.
    - (b). A Reserve in time accrued order who will be assigned into two (2) or more days in a block of days off.
  - (3). When a Reserve is assigned to work into two (2) or more days in a block of days off, whether voluntary or involuntary, in addition to her/his regular pay, she/he will receive add pay equal to the actual value of the trip she/he flies.

#### h. Assignments to Special Qualification Reserves

- (1). The Company may assign a Reserve Flight Service Leader into days off prior to an available non-FSL Qualified Reserve for an FSL pairing.
- (2). The Company may only assign a Reserve in a special qualification sub-Base to a non-special qualification pairing in the geographic Base if there is no legal and available Reserve in the Base who can be assigned without assigning into her/his day(s) off and who is able to report in accordance with the call-out procedures set forth in Paragraph K.2. below (including any Ready Reserve or Standby Reserve). The special qualification Reserve will receive special qualification pay for the assignment.

(3). The Company may assign a Language Qualified Reserve into the first day off for a language qualified pairing for which she/he is qualified prior to an available, non-qualified Reserve. The Company may not assign an LQ Reserve into her/his second or more days off in the block based solely on her/his language qualification if there is an available non-qualified Reserve in the Base who is legal and available.

i. Restoration of Reserve Days Off.

(1). When a Reserve is reassigned into a day(s) off, the day(s) off will be restored at the end of the block of days off; or

(2). Notwithstanding above Paragraph 8.I.1.a. above and Section 6.Q.1.b., if the day(s) off are at the end of the month and there are no days available to restore, they will be restored on the next Reserve availability days in the following month if the Flight Attendant is on Reserve, or the day(s) off will be restored according Section 7.R., Restoration of Days Off for Lineholders. The Company may not make assignments that would require more than two (2) days to be restored in the following month under the terms of this Paragraph.

(3). A Reserve may not be assigned into a day(s) off that has been restored.

j. At its discretion, the Company may build Reserve lines with up to sixteen (16) calendar days off in a month, subject to a proportionate reduction in guarantee.

k. The manner in which these days off are sequenced will be determined by each Domicile except that such sequences must provide for at least one (1) calendar day off during any seven (7) consecutive days. The Local Union Schedule Committee may recommend sequences of Reserve days off which normally will be utilized if they do not result in a need for additional Reserves or, in the opinion of Inflight Scheduling, create or compound a potential coverage problem. Such days off shall be assigned prior to the beginning of each month and shall be shown on her/his schedule for the month.

l. No later than three (3) days prior to the schedule change, a Reserve who was assigned a line with the number of days off exceeding the monthly applicable minimum may, at her/his option, contact Crew Scheduling to be assigned additional days of availability and have her/his Reserve guarantee adjusted. Crew Scheduling shall add days of

availability to restore the Reserve's minimum days off, per Paragraph I.1.a. above. Crew Scheduling shall consider the Flight Attendant's preference as to which day(s) of availability to restore.

- m. Reserve calendar days off are from midnight to midnight. When a Reserve has an assignment that carries into her/his day off past midnight, she/he shall be given the remainder of the day off and shall have her/his day off restored in accordance with Section 7.R.
- n. Reserve lines of flying may be scheduled for a maximum number of consecutive days of availability necessary to fly the International pairings assigned to a Domicile. A maximum of 50% of a Domicile's Reserve lines of flying may be scheduled for a maximum number of consecutive days of availability necessary to fly international pairings assigned to another Domicile. In no case may the consecutive days of availability exceed the longest trip length by more than two (2) days.

## 2. One in Seven Limitations

- a. Relief from all duty and Company obligations for not less than one (1) calendar day shall be provided for each Reserve at the home Domicile at least once during any seven (7) consecutive days.
- b. If, as a result of a Reserve Flight Attendant's schedule selection, she/he has not been provided with one (1) calendar day off in a seven (7) day period, one (1) of the other scheduled days off may be used to provide for the required one (1) calendar day off in a seven (7) day period. The Flight Attendant may indicate preferences as to which day will be used for this purpose and such preferences will be considered, if possible.
- c. For the purpose of complying with the one in seven limitation, a Reserve may be released from a day of availability. The Company may not release a Ready Reserve on a holiday (as defined in Section 2.Q.), other than the Flight Attendant's birthday holiday.
- d. The provisions of Paragraph 2.a. above, may be waived by the Flight Attendant on an actual basis.

## 3. Legal Rest Provisions at the Home Domicile

- a. Twelve (12) hours free from duty at the home Domicile shall constitute the minimum legal rest for Reserves. In addition,

following an international pairing, a Reserve shall be provided the rest specified for the pairing in Section 6.W.2.

b. A Reserve who returns to the home Domicile at the end of a pairing, or who completes a Standby Reserve assignment, shall immediately contact the crew scheduler by phone or electronic means. Crew Scheduling will advise the Reserve that her/his status will be one of the following:

- (1). The Reserve's legal rest will commence as specified in Section 6.R.9. or 6.R.10.b.
- (2). The Reserve will be given a second assignment within the same duty period to avoid drafting, or
- (3). The Reserve will be assigned in accordance with time accrued order and legal rest provisions to a pairing departing within fifteen (15) hours.

c. Upon release to crew rest, Scheduling will only contact a Reserve during the last hour of the crew rest period at home Base.

#### **J. Trading Days Off and Pairings**

1. A Reserve may only trade a day off with another Reserve in her/ his Base or, when applicable her/his qualification sub-Base.
  - a. Trades may be done anytime during the month, however, the request must be made at least one (1) calendar day local time prior to the day to be traded.
  - b. Throughout the month Reserves may trade an unlimited number of days off with the Reserve availability pool.
  - c. Reserves must maintain availability for the shortest trip in their Base or three (3) days, whichever is greater.
  - d. Minimum Reserve coverage will be determined by Scheduling. Reserve pool trades will start with the trip trading window(s).
  - e. Rejected trades shall include the reason for being rejected.
2. Once a Reserve has been assigned a pairing, she/he shall have the ability to trade with another Flight Attendant for a pairing: (i) of the same number of days; (ii) departing on the same day; and (iii) if the trade is between a Reserve and a Lineholder, the pairing credit time cannot differ by more than two (2) hours and a Reserve who picks up additional time will be considered to have opted to over one hundred and five (105) hours for the applicable month.

3. Once a Reserve has been assigned a pairing, she/he shall have the ability to trade a pairing for days off with a Lineholder. The Reserve guarantee shall be reduced based on the number of availability days vacated. If a multi-day trip is vacated by a Reserve pursuant to this Paragraph, the Reserve may contact Scheduling to restore Reserve days and guarantee for all days of the vacated trip, except the first day.

## **K. Notice of Assignment**

1. A Reserve shall be given fifteen (15) hours' notice at the Domicile point before departure time except that when the need for a Reserve cannot be determined at least fifteen (15) hours in advance of the flight, a lesser notice may be given.
2. Every attempt shall be made to assign a Ready Reserve at least three hours (3:00) prior to report. A Reserve receiving less than three (3:00) hours' notice to report will attempt to make the assignment.
3. Except for periods of relief from duty provided in Section 6, a Reserve will be subject to contact at any time and must be available by keeping the Company advised of where she/he can be reached.
4. Reserve Flight Attendants may call Scheduling once a day about their status and/or to request a release from Reserve duty. An available Reserve may be released from contact for a period of time with the approval of the crew scheduler.
5. A Reserve may provide one (1) alternate contact at a time.
6. If a pairing is assigned to a Reserve and then subsequently reassigned to a Lineholder, the crew scheduler will attempt to contact the Reserve before she/he leaves for the airport.
7. If a Reserve is required to report to the airport for a flight assignment and that assignment cancels and she/he is required to remain for a later assignment, she/he shall be covered by the Standby Reserve provisions of Paragraph N. of this Section.

## **L. Picking Up Open Flying**

1. Consistent with Section 7.S.4., a Reserve may, at her/his option, pick up open flying on or into scheduled days off. A Reserve may only pick up a pairing which is scheduled to return to the home Domicile in time for a legal rest prior to 0700 of the next scheduled Reserve day. However, with the approval of the Company, a Reserve may pick up a pairing which makes her/him illegal for the next scheduled Reserve day or flies her/

him into the next Reserve day. Any assignment thereafter will have to meet all legality rules, as applicable.

2. A Reserve may also pick up a white flag or purple flag pairing per Section 4.B.2. and 3., on her/his scheduled days off, subject to the rules set forth in above Paragraph 1.
3. When a Reserve picks up an open pairing on scheduled day(s) off, there will be no restoration of minimum days off.

## **M. Picking Up Time From Other Flight Attendants**

Except as provided in Paragraph L. above, a Reserve shall not be allowed to pick up Company Open Time, but shall be allowed to pick up pairings from other Flight Attendants on days off as follows:

1. A Reserve who has been released by Crew Scheduling on her/his last day of availability may pick up, drop and trade pairings from other Flight Attendants. A Reserve may only pick up a pairing that is scheduled to return to her/his home Domicile in time for a legal rest prior to 0400 of her/his first scheduled Reserve day. A Reserve who does not receive minimum legal rest at home as a result of operational irregularities with the pairing picked up shall be deemed to have voluntarily reduced her/his legal rest at home Base down to the minimum legal rest provided for in Section 6, if necessary.
2. A Reserve picking up a pairing on a day off shall receive pay for the pairing. The pairing credit will not count towards the Reserve guarantee, monthly maximums, or time accrued. Such pay shall be paid to the Reserve in addition to any applicable Reserve guarantee.
3. Picking up a pairing(s) cannot result in a Reserve being scheduled with less than twenty-four hours (24:00) rest in a seven (7) day period.
4. When a Reserve picks up a pairing(s) on scheduled day(s) off, there will be no restoration of days off.

## **N. Standby Reserve**

1. When a Reserve Flight Attendant is required to report to the airport without a specific flight assignment on a Standby Reserve basis or when a Reserve Flight Attendant is reassigned to Standby Reserve after arriving at the airport, the duty time shall begin at the time she/he reports and shall terminate at release time or one (1) hour before departure time of an assigned pairing. A Flight Attendant will receive one-half (1/2) pay and flight time credit while on standby status, provided that if she/he does not fly during said duty period, she/he shall

receive a minimum credit of five (5) hours for flight time limitations and pay purposes. Adequate rest accommodations shall be provided during the standby period.

2. A Flight Attendant on Standby Reserve shall be released from standby duty no later than four (4) hours from the time she/he reports for duty, or will be assigned a pairing which departs no later than five (5) hours from commencement of the duty period, except when the Company is in a drafting situation.
3. Flight Attendants will be assigned Standby Reserve in time accrued order from the appropriate availability list and will be entitled to Standby Reserve pay and credit if specifically assigned as Standby Reserve, or if after reporting for duty are subsequently reassigned to standby.
4. A Standby Reserve who is required to report to the airport and actually flies, shall receive one-half (1/2) pay and flight time credit for the standby time in addition to any assigned flight time.
5. Reserves on Standby Reserve should be assigned to the first available open pairing not previously assigned for which they are qualified, when they are no longer needed as standbys. Flight Attendants required to report to the airport as Standby Reserves and not assigned a pairing will be placed in time accrued order on their appropriate availability list. A Standby Reserve who is not given a flight assignment shall be released from duty to begin her/his legal rest.

## 6. Out of Base Standby Reserve

When the Company determines a need to provide coverage, Reserves may be assigned to sit Standby Reserve in a Base other than their home Base subject to the following:

- a. The Reserve may be assigned to work or deadhead into the Base requiring Standby Reserves;
- b. Upon arrival at the visiting Base, the Reserve shall immediately contact Scheduling to be advised of an assignment to a pairing, or the period(s) she/he is to sit Standby Reserve, or whether she/he is released to legal rest;
- c. A Reserve may be required to work/deadhead to/from her/his Base and sit Standby as an out of Base Standby Reserve in the same duty period, subject to the following:
  - (1). She/he shall be paid in accordance with the terms of Section 6.A. for any flying in the duty period, except as noted in (3) below;

- (2). Paragraphs N.2., N.3., N.4., N.5. and N.7. shall apply;
- (3). If the Reserve is not given an assignment during the Standby period, she/he will receive the greater of pay and credit under the terms of Section 6.A., or the value of flying actually flown in the duty period plus four hours (4:00) pay and credit for the time spent sitting standby.

- d. A Reserve who only has an out of Base Standby Reserve assignment in a duty period shall be covered by this Paragraph N.
- e. Pairings assigned to an out of Base Standby Reserve shall be scheduled to terminate in her/his home Base.
- f. If an out of Base Standby Reserve is not assigned a pairing during her/his last period of standby, she/he shall be returned to her/his Base by the most direct route.

7. A Standby Reserve shall be limited to four (4) pre-boarding assignments per standby. Standby Reserve Flight Attendants who are given a pre-boarding assignment that extends beyond the four (4) hour standby period will be paid and credited with one hour (1:00) toward her/his line value in addition to their minimum credit of five (5) hours specified in Paragraph N.1. above. A Reserve given a pre-boarding assignment which extends after the end of the standby period will be released at the end of the standby assignment and in no event will be required to stay beyond one (1) hour after the conclusion of the standby period.

## **O. Miscellaneous**

1. A Reserve Flight Attendant who reports for duty and is subsequently released shall receive two hours (2:00) show-no-go pay and flight time credit. A Flight Attendant shall not be entitled to receive both Standby Reserve pay and show-no-go pay for the same duty period.
2. One hundred (100) hours of credited flight time shall constitute the maximum for a Reserve Flight Attendant in a month. At the time a Reserve bids a Reserve line, she/he shall indicate whether she/he elects to be governed by one hundred and five (105) hours or over one hundred and five (105) hours for the month. Additionally, a Reserve may opt any time during the month.
3. The Company shall provide an automated flight status communication system, accessible by telephone, for each

Domicile's Ready Reserves on a continual basis. The communication shall contain:

- a. Identification of communication source,
- b. Number of one, two, three and four or more duty period open pairings, and
- c. Names of Reserves legal for assignment and number of days available.

4. The Company shall maintain and make available by automated means to the Flight Attendants in each Domicile, daily open flying records which will include a description of all open pairings and the names of the person(s) assigned to such pairings. These shall include records currently known as "Reserve fly" and "assign show".
5. All Reserves will be given round-trip assignments. Assignments may contain both flight segments and periods of Standby Reserve.
6. Reserves will automatically be released from duty at 1600 local time prior to a Set day off unless prior assignment has been made.
7. A Reserve shall not be deemed unavailable for contact unless Crew Scheduling has made three (3) calls over thirty (30) minutes spaced approximately ten (10) minutes apart.
8. Subject to Company agreement, 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 month. The day(s) on which the make-up occurs is subject to mutual agreement. When a lost day is made up in this manner the value of a Reserve day for that month will be returned to the Flight Attendant's Reserve guarantee.
9. At the time a Reserve Flight Attendant becomes a Lineholder she/he will remain on Reserve status until released by Scheduling. This will occur at the end of the last pairing assignment of the bid month in which she/he is a Reserve Flight Attendant or on the last day of the month, whichever is later. No days off are restored as a result of carry-over trips unless the resulting loss reduces the Flight Attendant's days off below the applicable minimum. In cases where a Lineholder is returning to Reserve duty all conflicting days off will be restored so that the published amount of days off remains.
10. Reserve Flight Attendants are required to carry their passports during any trip/Standby Reserve assignment.

11. If a Reserve Flight Attendant is displaced by a Lineholder after reporting to the airport and is not reassigned, she/he shall receive two hours (2:00) pay and credit. Her/his duty period shall commence at the time she/he is scheduled to report to the airport or when she/he reports to the airport, whichever is later.

## SECTION 9

### SPECIAL QUALIFICATION FLIGHT ATTENDANTS

**A. The Company has established the Flight Service Leader (FSL) to provide onboard leadership responsibilities on certain flights in accordance with the following terms.**

#### **B. General Rules Regarding the Programs**

1. Flight Service Leaders shall not be management positions and shall not issue discipline or perform the duties generally exclusive to supervisors/management.
2. The Company shall not establish an FSL Base(s) to cover flying out of non-FSL Bases in other geographic locations.
3. FSLs shall be selected from Flight Attendants in the Base where the Flight Service Leader position is needed in accordance with the processes outlined in Paragraph D.2. below.
4. A Flight Attendant must be able to hold a position in a Base in order to be able to hold an FSL position in that Base.
5. FSLs shall be subject to furlough or Base reduction based on their Flight Attendant bid seniority.
6. An FSL may bid and be awarded a transfer out of her/his Base. If an FSL transfer is to a Base with a Flight Service Leader Program where there are currently no open FSL positions, she/he may request to be placed on the FSL Program wait list in the new Base.
7. FSL vacations shall not be bid and awarded separately. FSLs shall bid and be awarded vacations in conjunction with vacation bidding/awards for non-FSL Flight Attendants in their Base.
8. An FSL on furlough shall retain her/his leadership designation upon return to active status, but may be required to attend FSL training prior to flying an FSL assignment.
9. The Company shall not require FSLs to have a language qualification.
10. FSL Flight Attendants shall use their Flight Attendant bid seniority for all competitive bidding purposes.

#### **C. Training**

1. Flight Service Leader training shall be provided to Flight Attendants who are accepted into the Flight Service Leader Program.

2. In order to become an FSL, the Flight Attendant must successfully pass the required training. Thereafter, an FSL must attend and pass all required training in order to remain qualified.

## **D. Flight Service Leader Position**

1. In addition to regular Flight Attendant duties, a Flight Service Leader shall perform additional duties, including:
  - a. Providing leadership and assistance to Flight Attendants throughout the flight; and
  - b. Coordinating and directing service delivery during all phases of flight; and
  - c. Acting as the primary liaison between the Captain and crew; and
  - d. Conducting pre-flight briefings for all Flight Attendants at the beginning of the pairing; and
  - e. Being responsible for the coordination, leadership, and direction of the cabin crew in accordance with Company service standards; and
  - f. Being responsible for all briefings; and
  - g. Assisting the Flight Attendants in the performance of their responsibilities, the preparation and handling of all required forms, reports and documentation, and for announcements on the public address system on board the aircraft.

The FSL leadership responsibilities are set forth in the Policy and Procedures Manual and the job description/application.

2. Eligibility for and Selection into Flight Service Leader Position
  - a. A Flight Attendant must have the following qualifications in order to be selected into the Flight Service Leader Program:
    - (1). A minimum three (3) years of active service as a Company Flight Attendant;
    - (2). Not currently in the discipline process; and
    - (3). Based in the Base posting the FSL vacancy.
  - b. Flight Attendants applying for FSL positions shall be interviewed and selected by the Company at its discretion based on published, objective criteria, which may include but not be limited to quality of work performance, attendance, aptitude, and seniority.

- c. The Company shall offer FSL qualification training in seniority order, by Base, to those individual Flight Attendants who have been selected for FSL positions.

### 3. Scheduling Rules for FSLs

- a. FSLs will use their Flight Attendant bid seniority for all competitive bidding purposes.
- b. FSL check-in and release times shall be the same as for non-FSL Flight Attendants.
- c. If an FSL is not available, the open position shall be filled in accordance with Section 7.O.6.
- d. FSLs who do not maintain a fifty hour (50:00) (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of FSL trips (prorated for partial months) may only pick up and trade for open FSL time.
- e. FSLs may only trade FSL trips with other FSLs.
- f. FSLs may request to opt out of flying the Flight Service Leader Program for a bid month ("Opt-Out Month") in accordance with the following:
  - (1). The Company shall grant Opt-Out Month requests from not less than 2% of the FSLs in the Base. A fractional number shall be rounded up to the nearest whole number. In any event, at least one FSL shall be entitled to opt out each bid month.
  - (2). Opt-Out Month requests shall be granted in seniority order, provided that an FSL who is granted an Opt-Out Month shall move to the bottom of the list. The list will be reset in seniority order at the beginning of each calendar year.
  - (3). FSLs shall not be granted more than two Opt-Out Months annually, unless there are fewer requests than available Opt-Out Months, in which case requests will be granted in seniority order to any FSL.

### 4. Removal and Resignation from the Flight Service Leader Program

- a. When the Company reduces the number of FSL positions in a Base while retaining the same number of Flight Attendants in the Base, the surplus FSLs shall return to non-FSL status in inverse seniority order, and shall remain in the Base. Surplus Flight Attendants will retain FSL qualifications and shall have a priority right of return to the FSL Program in

the Base, provided that she/he completes all required training to maintain her/his FSL qualification, subject to the following:

- (1). Prior to any surplus pursuant to Paragraph a. above, the Company shall offer FSLs in the Base the opportunity to voluntarily be surplus to non-FSL status;
- (2). Should the Company increase the number of FSLs in a Base, Flight Attendants who have been surplus from FSL status at that Base shall be offered the opportunity to return to FSL status in seniority order and assigned to return to FSL status in inverse seniority order.
- (3). The surplus language in this Paragraph D.4.a. shall not be used to address temporary or seasonal changes in flight activity.

- b. The Company may require an FSL to remain in the Flight Service Leader Program for not more than twelve (12) months from her/his entry into the Program.
- c. The Company may remove an FSL from the Program for cause, including poor work performance. If the Flight Attendant later wants to participate in the Flight Service Leader Program, she/he must reapply.
- d. An FSL may resign from the Program by providing the Company written/electronic notice not fewer than two (2) bid months prior to the effective date of her/his resignation.
- e. An FSL may rescind her/his resignation by providing the Company written/electronic notice at least one bid period prior to the effective date of her/his resignation.
- f. If an FSL leaves the Program voluntarily and in good standing, e.g. an FSL has worked in the Flight Service Leader Program for at least twelve (12) months, she/he may retain the FSL designation for five (5) years, provided that she/he completes all required training to maintain her/his FSL qualification.

## **E. FSL Designated Flights**

The Company shall designate certain flights as FSL flights. The Company shall provide Flight Attendants with advance notice in the bid packets of the flights with the FSL designation. At a minimum the Company shall designate wide body and narrow body International flights, as defined in Section 2.S., as FSL flights.

## **F. Compensation**

1. Flight Service Leader and Purser Overrides
  - a. A Flight Service Leader who works a Flight Service Leader position will be provided an override of \$7.50 per hour.
  - b. A Flight Attendant who works a Purser position will be provided an hourly override, as follows:

S	48 Contiguous United States & Canada	Mexico, Caribbean, Central America, Alaska, and Hawaii
A319, A320, B737	\$1.00	\$2.00
B737-800,900 & B-757	\$2.00	\$3.00
Widebody Aircraft	\$3.00	\$4.00

- c. The payment of the override shall not preclude payment of other applicable overrides to Flight Service Leaders or Purfers.
  - d. The monthly guarantee for a Flight Attendant who is awarded/assigned an FSL line shall be calculated at their rate of pay plus the FSL override. The monthly guarantee may be increased or decreased due to adjustments to her/his line involving FSL position flying.
  - e. If a Flight Service Leader is reassigned from a Flight Service Leader position to a non-Flight Service Leader position, she/he will be paid the greater of the value of the original trip including the applicable Flight Service Leader override or the value of the reassignment.
2. The monthly minimum guarantee for Flight Service Leader Reserves shall include the Flight Service Leader override based on the reserve guarantee.
3. Vacation Pay

Vacation pay for a Flight Service Leader shall be based on her/his line award for the vacation period, including any applicable Flight Service Leader override.

## **G. Language Qualified Flight Attendants**

1. General Rules
  - a. A Language Qualified Flight Attendant ("LQ Flight Attendant") is a Flight Attendant who has been qualified in accordance with Company standards and the Agreement. LQ Flight Attendants shall be used to perform Flight

Attendant duties using the designated language as necessary to provide customer service, translation, assisting in completion of customs and immigration forms, and other necessary duties in markets designated by the Company. LQ Flight Attendants shall make announcements over the public address system on the flight as directed by the Flight Service Leader or Purser, as applicable.

- b. There is no limit on the number of languages in which a Flight Attendant may become Language Qualified.
- c. Language Qualified positions shall be filled by Flight Attendants on the System Seniority List who are qualified in the appropriate language. The Company may grant transfers to Flight Attendants as needed in order to fill Language Qualified positions. If the Company is unable to fill required Language Qualified positions after exhausting transfers, the Company may hire Flight Attendants who are qualified to fill the positions.
- d. Once designated as Language Qualified, a Flight Attendant shall maintain the qualification regardless of her/his bidding location.
- e. LQ Flight Attendants shall use their Flight Attendant bid seniority for all competitive bidding purposes. LQ Flight Attendants shall bid and be awarded their vacations in conjunction with vacation bidding/awards for all other Flight Attendants in their Base.
- f. Minimum days off, minimum legal rest and maximum duty limitations will apply. Language Qualified Flight Attendants who do not maintain a fifty hour (50:00) (twenty hours [20:00] for job shares, partnerships and half-month leaves) minimum of Language Qualified Flight Attendant trips in their primary language (prorated for a partial month), may only pick up and trade for open Language Qualified Flight Attendant time.
- g. A Language Qualified Flight Attendant may request removal of her/his language qualification, subject to Company approval.
- h. The Company shall not establish a Language Qualified Base(s) to cover flying out of non-Language Qualified Bases in other geographic locations, except to the extent that the Company does so in order to address scheduling needs.
- i. Language Qualified Flight Attendants shall be subject to furlough based on their Flight Attendant bid seniority.

## 2. Training Program

- a. The Company shall make language training available through a program approved by the Company. Flight Attendants must obtain pre-approval from the Company in order to attend the language training program.
- b. Provided that a Flight Attendant passes the proficiency test described in Paragraph G.3. below, the Company shall pay her/his tuition costs, the cost of required materials, parking fees, if any, and per mile expenses as provided in Company policy to and from the location of the approved language training.

## 3. Proficiency Testing for Language Qualification

- a. In order to become Language Qualified, a Flight Attendant must pass a test demonstrating a minimum level of language proficiency as determined by the Company. Proficiency testing shall be conducted by a third party; however, the Company shall have the ability to perform the testing itself provided that the Company adheres to standards of reliability and uniformity in testing comparable to a third party provider.
- b. Once designated as Language Qualified, the Company may re-test a Flight Attendant based upon credible information that she/he lacks the minimum level of proficiency required by the Company.
- c. A Flight Attendant who fails to pass initial testing or re-testing may avail herself/himself of the Company language training program as set forth in Paragraph G.2. above, and re-apply to the Language Qualified Program. Re-testing after failure shall be made available not more than once every six (6) months.

## 4. English Proficiency Testing

- a. The Company may test a Flight Attendant based upon credible information that she/he lacks the minimum level of English proficiency required by the Company. Proficiency testing shall be conducted by a third party; however, the Company shall have the ability to perform the testing itself provided that the Company adheres to standards of reliability and uniformity in testing comparable to a third party provider.
- b. A Flight Attendant who fails to pass the English proficiency test may avail herself/himself of the Company language training program as set forth in Paragraph G.2. above, and re-test following training.

## 5. Scheduling Rules

- a. The Company may designate the number of Language Qualified positions on each flight, including charters, which can be awarded only to Language Qualified Flight Attendants. The maximum number will be:

Aircraft	LQ Positions
A-319, A-320, 737-700, 737-800, 737-900	1
757-200, 757-300	2
747, 767, 777-200/300, 787-8/9/10, and A-350	3

- (1). The work location of the LQ positions on the aircraft will be identified in the bid packets.
- (2). The Company will confer with the Union regarding the maximum number of LQ positions prior to placing new equipment into service.

- b. Language Qualified Flight Attendants shall use their Flight Attendant bid seniority for all competitive bidding purposes.

## 6. Compensation

- a. A Language Qualified Flight Attendant who works in a designated Language Qualified position will be provided an override of \$2.50 for each block hour actually flown and for all credited time in that position except sick/occupational leave and vacation (the "LQ override"). The monthly guarantee for a Flight Attendant who is awarded/assigned a Language Qualified line shall be calculated at their rate of pay plus the Language Qualified override. The monthly guarantee may be increased or decreased due to adjustments to her/his line involving LQ position flying.
- b. The monthly minimum guarantee for Language Qualified Reserves shall include the Language Qualified override based on the Reserve guarantee. The payment of a Language Qualified override shall not preclude payment of other applicable overrides.
- c. The Company may reassign Language Qualified Flight Attendants based upon operational needs. If reassigned from a Language Qualified position to a non-Language Qualified position, she/he will be paid the greater of the value of the original trip including the applicable Language Qualified override or the value of the reassignment.

## 7. Language Incentive Pay (“LIP”)

- a. Notwithstanding the designated Language Qualified positions, the Company may identify additional language needs. Flight Attendant(s) qualified in the identified language(s), as designated in the bid cover letter, working in other than the designated Language Qualified position(s) shall be paid, in addition to all other compensation: \$1.00 for each block hour actually flown and for all credited time except deadhead, sick/occupational leave and vacation (the “LIP” override). The LIP override shall be in addition to all other compensation.
- b. The identification of additional language needs will not prevent any Flight Attendant(s) from bidding on or being awarded these pairings.

## **SECTION 10**

### **AMC OPERATION**

All provisions of the Agreement, except as modified or excepted by this Section, shall apply to the Flight Attendants assigned to an AMC trip pairing(s).

#### **A. Definitions**

1. “AMC Operation” means any flights regardless of the nature of the payload transported, all or part of which are conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command for operation outside the continental limits of the United States (excluding Hawaii and Alaska) but shall not include the Company’s certified service or commercial charter service.
2. Any government operation conducted solely within the continental limits of the United States (excluding Hawaii and Alaska) shall not be considered flight time under this Section. Flight Attendants assigned to flights which require exemption under Sub chapter C.49CFR shall be provided the protection established in Paragraphs C, D, E, and F.

#### **B. Additional Compensation**

1. In addition to the regular compensation, a Flight Attendant shall be paid an override of \$4.00 for each hour or portion thereof flown or credited.
2. The maximum scheduled and actual duty times of Section 6.T. may be extended by the Company as necessary up to the FAR duty time maximums.
3. Scheduled international AMC trip pairing(s) that exceed the limitations provisions of Section 6.T. of the Agreement, will receive additional pay at the Flight Attendant’s regular rate of pay for each hour or portion of an hour actually on duty in excess of those limitations, in accordance with Sections 6.Y.2. and 3.
4. Scheduling will apply the override described above based on scheduled duty time. Such compensation is for pay purposes only and may not be used to offset any other guarantees.

#### **C. Death Benefits**

In the event of the death of any Flight Attendant while assigned to an AMC trip pairing or in the event of death of any Flight Attendant resulting from injury or disease received while assigned to an

AMC trip pairing, the Company shall pay or cause to be paid, subject to the conditions of Paragraph G. below, \$25,000 (\$50,000 where exemption under Sub chapter C.49CFR is required, or in the event of death caused by hostile action of a representative of any government while the Flight Attendant is outside the United States during assignment to an AMC trip pairing) to the beneficiary or beneficiaries in the order and manner named in the last Group Life Insurance certificate issued for such Flight Attendant. Such death benefit shall be paid either in a lump sum or in installments, as the Flight Attendant may, in writing, direct. Such benefits shall be in addition to the benefits prescribed in the Company's Flight Attendant Group Life Insurance and Group Accident-Sickness and Dental Insurance Program.

#### **D. Permanent Total Disability**

In lieu of death benefits described in Paragraph C. above, in the event of the permanent total disability of a Flight Attendant resulting from injury or disease received while assigned to an AMC trip pairing, the Company shall pay or cause to be paid, subject to the conditions of Paragraph G. below, compensation in the sum of \$50,000 or \$100,000 where exemption under Sub chapter C.49CFR is required, or in the event of permanent total disability caused by hostile action of a representative of any government while the Flight Attendant is outside the United States during assignment to an AMC trip pairing. Such compensation shall be paid either in a lump sum or in installments, as the Flight Attendant may, in writing, direct. The loss of, or the loss of use of, both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, shall constitute permanent total disability for the purpose of this Paragraph. In all other cases under this Paragraph, permanent total disability shall be determined in accordance with the facts. Such benefits shall be in addition to the benefits prescribed in the Company's Flight Attendant Group Life Insurance and Cooperative Group Life and Group Accident/Sickness and Dental Insurance Program.

#### **E. Permanent Disability Other Than Total**

In the event of permanent disability other than permanent total disability of a Flight Attendant resulting from injury or disease received while assigned to an AMC trip pairing, the Company shall pay or cause to be paid, subject to the conditions of Paragraph G. below, for a period of not less than twelve (12) months commencing with the date of incurrence of disability, the amount each month during such period by which the minimum pay provided for in Section 4.A., and Paragraph B. above, exceeds the sum of (a) the amount to which such Flight Attendant is entitled under Section 13.F., and (b) the amount of pay received for such month in the same or other employment with the Company. Under

the conditions of this Paragraph, a Flight Attendant's pay shall be calculated on the basis of seventy-two (72) credited hours per month.

## **F. Workers' Compensation Benefits**

Workers' Compensation Benefits shall be provided by the Company for all Flight Attendants assigned to an AMC trip pairing in accordance with the provisions of Section 13.F. The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to Paragraphs C and D of this Section and will be paid to the beneficiaries prescribed by the applicable law herein provided.

## **G. General Conditions**

1. The provisions for death benefits in Paragraph C and for disability benefits in Paragraphs D and E are intended to apply to Flight Attendants while assigned to an AMC trip pairing, as follows:
  - a. When outside the continental United States in connection with or as a result of said operations, irrespective of whether they are actually engaged in active duty at the time of death or injury.
  - b. When within the continental United States, only if they are actually engaged in the course of employment at the time of death or injury, except that when not actually engaged in the course of employment at the time of death or injury, Flight Attendants shall receive the group insurance benefits now in force on the Company's domestic routes.
2. The obligation of the Company to make payment provided for in Paragraphs D and E is subject to the condition the injury or disease, resulting in the permanent total or partial disability, shall not have been occasioned solely by her/his attempted suicide.

## **H. Miscellaneous Provisions**

1. AMC trip pairings may be constructed with a report time up to ninety (90) minutes earlier than the normal check-in time for that aircraft type. In the event that the Company increases scheduled check-in time(s), it shall make increases in five minute (0:05) increments up to a maximum increase of ninety (90) minutes. Flight Attendants shall be paid for the increased time in accordance with Section 6.R.6.
2. Flight Attendants shall continue to fly any AMC flight deemed essential to the national defense, provided such flights are

solely military in nature and carry cargo composed entirely of military requirements even though at the time such military flights are necessary, the Flight Attendants have for any reason withdrawn from domestic airline service.

- a. To assure the movement of a particular flight under such circumstances, the Union shall require certification by an appropriate Company official designated by the Company that such flight is in accordance with specifications set forth in Paragraph 2. above. This certification shall be provided prior to movement of the flight where feasible or, where not feasible, promptly thereafter.
- b. A Flight Attendant who flies such military traffic shall not lose any benefits accruing to other Flight Attendants which they would otherwise have received upon settlement of an unresolved labor dispute.

3. In the event a trip pairing contains both AMC and regular International flying, the special AMC provisions of this Section will apply only to the AMC flight(s) therein. A deadhead immediately preceding or immediately following a working AMC flight will also be considered an AMC flight for purposes of this Section.

## **SECTION 11**

### **TRAINING & GENERAL MEETINGS**

#### **A. Definitions**

1. Training means instruction to obtain a skill, knowledge, and/or maintain a qualification. Training includes instruction required by government regulation, e.g., FAA mandated Continuing Qualification ("CQ"), recurrent, and equipment (aircraft) training. Training also includes service training (e.g., international) and training for certain positions (e.g., FSL).
2. General meetings mean meetings of general interest to a group of Flight Attendants, such as workshops, Company presentations, product launch, etc. General meetings do not include personal meetings between an individual Flight Attendant and management, such as meetings covered in Section 23 related to investigations and discipline.

#### **B. Compensation**

Trainings and general meetings shall be compensated as follows:

1. A Flight Attendant shall receive no less than three (3) hours of flight time pay and credit for each day of training.
2. Home study and Computer Based Training (CBT) assignments shall each be paid one hour (1:00) flight time pay and credit for every three hours (3:00) of home study or training, prorated, based on reasonable times established by the Company to complete the training. In no case shall Flight Attendants receive less than one hour (1:00).
3. A Flight Attendant shall receive one hour (1:00) of flight time pay and credit for each hour of deadhead travel to/from training up to a maximum of five hours (5:00) for deadhead to training and a maximum of five hours (5:00) for deadhead from training.
4. Flight Attendants who are required to drop trips to attend required training or meetings because the training/meeting was not offered on their originally awarded line days off, shall be allowed to elect either to be released from duty with no protection (i.e., her/his pay guarantee shall be reduced accordingly) for non-training/meeting days where trips were dropped, or to be protected in accordance with the provisions of Section 7.Q. A Lineholder who has elected such protection shall receive full pay and credit for the trip(s) missed, or for the training/meeting plus any credit from reassigned trips, whichever is greater.

5. Flight Attendants who require retraining shall not be entitled to pay or credit for retraining, trip(s) missed or additional travel to or from training. Flight Attendants who require retraining shall be entitled to positive space travel and a hotel room if the training is not at their Domicile.
6. The above provision (B.4.) for a Lineholder to receive full pay and credit for trip(s) or trip pairing(s) missed shall not apply to Flight Attendants who as a result of voluntary transfers are required to receive training in order to qualify on equipment flown by the new Base, and shall only receive training pay as prescribed by Paragraph B.1. above.
7. Flight Attendants who are on Reserve shall receive the flight time pay and credit value of the training pairing toward their monthly line value.
8. Rigs shall not apply to any pairings for training/meetings
9. Flight time credit for training and deadhead travel for training will not count towards monthly flight time maximums.

### **C. Expenses, Transportation, and Lodging**

1. Per diem expenses as described in Section 5.A. shall apply to training and general meetings, except that retraining required by the Company is specifically excluded from this provision.
2. Flight Attendants will be provided single occupancy hotel rooms for layovers related to training or general meetings, except when a Flight Attendant chooses to attend at a geographic location other than the one designated by the Company. Where available, hotel gainsharing provisions, as provided in Section 5.C., shall apply.
3. When Flight Attendants are attending required training away from their Domicile, the training will be available as a pairing containing deadhead segments to and from the training. Flight Attendants who attend training by picking up these pairings will receive per diem in accordance with Paragraph C.1. above, starting with the Flight Attendant's check-in for the deadhead to attend the training and ending with her/his block-in for the return deadhead segment. Flight Attendants who are attending required training away from their Domicile, and who elect to do so without flying such deadhead pairings shall receive per diem in accordance with Paragraph C.1. above, from their report for training to their release from training.
4. Except as otherwise provided in Paragraph C.3. above, when the Company directs a Flight Attendant to attend training or general meeting(s) away from her/his Domicile, she/he will

receive fee-waived positive space “must-ride” (PS-5B or equivalent) Company Business passes from either her/his home or Domicile to and from the training or general meetings. When returning to Domicile from such training or meetings, if necessary to return to duty on the same or the following day, the pass will be designated as “must ride.” If a Flight Attendant who is returning to her/his Domicile is not scheduled for duty in the same day or the following day, or if the Company elects not to designate the pass as “must ride,” and the Flight Attendant is required to remain at the training/meeting site for additional day(s), she/he shall receive three hours (3:00) of training pay for each additional calendar day that she/he is required to remain at the training/meeting site. For each such day, the Company shall provide suitable hotel accommodations and expenses as provided in Paragraphs 1. and 2. above. The Company will make every reasonable effort to return the Flight Attendant to either her/his home or Domicile as soon as possible.

## **D. Scheduling**

1. Required training shall be scheduled in the form of a “training pairing.” Lineholders will be able to select a training pairing from open time. Training for Reserves will be scheduled on Reserve days of availability. Reserves may request to be assigned a training pairing on specific Reserve day(s).
2. When possible, required training/meeting dates will be available during the general scheduled bid process. In no event, however, shall the Company announce dates for required in-person training or a general meeting with less than ten (10) days’ advance notice, except in the case of training or general meetings necessitated by emergency or unforeseen regulatory requirements.
3. Flight Attendants who fail to pick up required training dates by the 5th of the month shall be assigned training dates.
4. Training and general meetings shall be scheduled in compliance with all rules regarding duty time and rest, as set forth in Sections 6.V. and 6.W. Such rules may be waived by the Flight Attendant; however, in no case may FAR requirements be waived.
5. When Flight Attendants are required to travel to training, a minimum fifteen (15) hour rest between scheduled arrival and training shall be provided if the scheduled flight time (whether non-stop or multi-segment with no intervening rest) from the Flight Attendant’s Domicile to another Domicile or city designated by the Company for training, exceeds nine (9)

hours. The provisions of this Paragraph may be waived by the Flight Attendant.

6. A Flight Attendant returning to her/his home Domicile from training whose scheduled flight time exceeds nine (9) hours, whether non-stop or multi-segment with no intervening rest, shall receive a minimum twelve (12) hour rest prior to her/his next assignment. The provisions of this Paragraph may be waived by the Flight Attendant.
7. Each meeting or training shall not exceed eight hours (8:00) excluding a thirty minute (0:30) unpaid meal break except as provided below. A single day of recurrent training which is not in conjunction with any other training day(s) shall not exceed nine (9) hours, excluding a thirty minute (0:30) unpaid meal break. No required training or general meeting shall occur between the hours of 0100 and 0500 local time, except in an emergency or with the concurrence of the Flight Attendant.
8. Flight Attendants may choose to attend CQ training in their “early” or “due” or “grace” month as provided herein. With the exception of the “early” month, Flight Attendants who fail to pick up training dates by the 5th day of the bid month shall be assigned training dates, but with no fewer than seven (7) days’ notice. A Flight Attendant may reschedule an assigned training to her/his grace month because of illness, personal emergency, PTO, personal drop, DAT, or cancelation of training.
9. Beginning with the 6th day of the bid month, Lineholder Flight Attendants may pick up training/meeting dates at locations other than their Base.

#### **E. Trading**

1. A Lineholder Flight Attendant may trade training/meeting date(s) for any open dates in the same bid month or trade with another Lineholder.
2. After a Reserve Flight Attendant has been scheduled for a training/meeting date(s), she/he may trade for any open dates in the same bid month or trade with another Reserve with approval from Scheduling.
3. All trades must be completed at least forty-eight (48) hours in advance of the start of any training or general meeting.
4. When trading, Flight Attendants must be able to complete all training prerequisites.

#### **F. Flight Attendants are responsible for maintaining their flight qualifications by completing all required training. Failure to do so**

will result in removal from flight status and may result in release from the Company. For leave of absence and furlough rules, see Sections 15 and 18.

- G.** Flight Attendants may voluntarily elect to attend training during their vacation, and shall be paid and provided expenses and transportation as set forth in this Section.
- H.** In the event any training or general meeting is canceled or rescheduled, the Company shall make every reasonable attempt to notify the Flight Attendant(s) affected.

## SECTION 12

### VACATIONS

#### A. Vacation Accrual

1. Employees accrue vacation credits based on their Vacation Accrual Seniority Date, and months worked in the preceding Vacation Accrual Year.
2. A Flight Attendant shall receive full vacation accrual if she/he has one hundred twenty (120) hours or more of paid activity in each quarter of the twelve (12) month period ending in the August schedule month prior to the vacation year. Designated quarters are the bid months of September through November, December through February, March through May, and June through August.
3. A Flight Attendant shall receive fifty percent (50%) of the full vacation accrual if she/he has fewer than one hundred twenty (120) hours but at least sixty (60) hours of paid activity for the designated quarter.
4. A Flight Attendant shall accrue no vacation if she/he has fewer than sixty (60) hours of paid activity for the designated quarter.
5. Regular vacation with pay is based on an employee's service with the Company. Employees placed in service on or before the 15th of a calendar month will accrue vacation from the first of the month. Employees placed in service after the 15th of the calendar month will accrue vacation from the first day of the following month.
6. Newly employed Flight Attendants shall accrue one day of vacation for each full month of continuous employment with the Company during the remainder of the Vacation Accrual Year after the date of their initial employment. If employed prior to the 15th of a calendar month, vacation credit shall be given for the full month. The first vacation shall be given during the following Scheduled Vacation Year.
7. Vacation shall be taken within the Scheduled Vacation Year following the Vacation Accrual Year in accordance with the following schedule:

Completed Years of Service	Base Vacation Accrual	Vacation + Optional Flex
1 – 4	12 days	19 days
5 – 9	19 days	26 days
10 – 16	26 days	33 days

17 – 24	33 days	40 days
25+	40 days	47 days

8. Flight Attendants on a leave or leaves of absence (except leaves for occupational sickness or injury on the job) and Flight Attendants on a disciplinary suspension, shall have their vacation accrual reduced by one-twelfth (1/12th) for each thirty (30) days or major portion thereof on a prorated basis.

## **B. Vacation Pay**

1. Vacation shall be paid at a rate of three hours and fifteen minutes (3:15) for each day of vacation.
2. Vacation pay shall be paid at the Flight Attendant's applicable hourly rate at the time vacation is taken.
3. Vacation pay for an FSL Flight Attendant shall be in accordance with Section 9.F.3.
4. If a Flight Attendant's vacation period results in her/him being projected under her/his line/minimum guarantee for the month her/his guarantee shall be adjusted to the new projection. A Reserve who has vacation shall be paid the greater of her/his reserve guarantee or all credited time for the month.
5. A Flight Attendant may elect to contribute a minimum of seven (7) and a maximum of fourteen (14) days of paid vacation accrued for use in the following Scheduled Vacation Year to her/his 401(k) Savings Plan account, or equivalent. Contributions shall be treated as employee contributions, and are subject to Internal Revenue Code Section 401(a)(17) limits, or equivalent regulations.

## **C. Vacation Administration**

1. Definitions
  - a. "Vacation Accrual Year" means the twelve (12) month period beginning in the September bid month of each calendar year and running through the August bid month of the following calendar year.
  - b. "Scheduled Vacation Year" means the twelve (12) month period beginning in the January bid month of each calendar year and running through the December bid month of the same calendar year.
  - c. "Vacation Period" means a block of consecutive vacation days in a Flight Attendant's schedule.

- d. "Short block" means a block of Reserve availability days that is shorter than the shortest scheduled trip pairing in the monthly published pairings for the Reserve's Base.
- e. A Flight Attendant shall retain vacation accrual seniority for any time accrued that has been applied toward vacation accrual seniority in accordance with the CAL, CMI, and UAL Collective Bargaining Agreements in effect prior to the date of ratification. As of the effective date of this Agreement, vacation accrual shall be based on Flight Attendants' start date with the Company. A Flight Attendant who is already a Company employee will be credited with prior service for the purposes of vacation accrual seniority. Vacation accrual seniority may be subject to adjustments as provided for in this Agreement.
- f. For the purpose of this Section, "Vacation Bid Seniority", will be defined as a Flight Attendant bid seniority or Company seniority, as used for pass travel, whichever date is earliest.

## 2. Vacation Timeline

Event	Date
Begin vacation buy back & Flex election period	By September 25
Close election period	On October 15
Begin first vacation bid period	By October 23
Close first vacation bid period	On October 31
Post first vacation awards	By November 4
Begin second vacation bid period	By November 8
Close second vacation bid period	On November 16
Post second vacation awards	By November 20
Vacation allocations published	By November 24
Trades awarded by seniority	On November 30
Final vacation allocations published	By December 4
Instant trading opens	On December 5

The Company shall close the election and bid periods set forth above at 0800 local Domicile time. The election/bid period dates and times may be changed by mutual agreement between the Company and the Union.

## 3. Reserve Vacation Adjustments

After a Reserve receives her/his schedule for a bid month that includes a vacation period, the Reserve shall have a period of

five (5) days to adjust her/his vacation or schedule to eliminate any short block(s) created by the vacation days. However, short blocks abutting the last day of the bid month do not need to be adjusted. To adjust a short block situation:

- a. The Reserve may drop the availability days in the short block(s) and have her/his guarantee reduced accordingly; or
- b. The Reserve may move availability days in the short block(s) to other blocks within the month provided the move does not violate reserve line construction rules (e.g. minimum/maximum number of days of availability), except that days may be moved to create a short block at the end of the bid month; or
- c. The Reserve may move her/his vacation up to two (2) days in either direction, provided no new legality conflicts or short blocks are created.
- d. If the Reserve does not adjust her/his line to eliminate the short block(s) of availability within the adjustment time period in this Paragraph, the Company may adjust her/his schedule as set forth in Paragraphs b and c above.

4. Days off preceding and following a scheduled vacation period as shown in a Flight Attendant's schedule shall be considered as part of that vacation period, if she/he so desires.
5. Upon completion of a scheduled vacation, a Flight Attendant will be required to report for duty in time to cover her/his next scheduled trip pairing or reserve assignment following the vacation.
6. If a Flight Attendant works into the first day of a vacation period due to a delayed flight, the vacation day will be restored on the end of the vacation period.
7. A Flight Attendant who changes Bases shall retain her/his vacation period(s). In the case of a new Base opening, the Flight Attendant may be required to re-bid for her/his remaining vacation days.
8. Vacations encompassed by a leave of absence shall be treated in the following manner:
  - a. Leave the vacation period intact and pay the Flight Attendant for the vacation; or
  - b. Permit a trade of vacations in accordance with the trading provisions of this Section, thereby removing the original vacation from the period of leave; or

- c. A Flight Attendant who is scheduled for jury duty, or on medical or occupational leave, or hospitalized due to illness or injury may, not later than one calendar day before her/his vacation begins, defer the vacation until later in the Scheduled Vacation Year. Upon return to work, she/he will choose from available vacation periods. If no vacation period is open and the deferred vacation was a paid vacation, the Flight Attendant will be paid for the deferred vacation at her/his pay rate in the last month of the Scheduled Vacation Year in which the vacation would have been taken. The payment shall be made not later than the February 1 paycheck of the following year.
- d. If she/he elects to carry over the deferred vacation days to the following Scheduled Vacation Year, she/he will choose from available vacation periods after vacation periods for that year have been awarded. A Flight Attendant may only utilize this provision once per Scheduled Vacation Year.

#### **D. Vacation Buy Back**

- 1. Prior to the annual vacation bid, the Company shall offer a vacation “buy back” option that allows Flight Attendants to take pay in lieu of accrued vacation available for use in the next Scheduled Vacation Year. Flight Attendants will have a period of at least twenty (20) days to submit a vacation buy back request.
- 2. In order to be granted a vacation buy back, the Flight Attendant must opt to “sell” at least six (6) days of accrued vacation.
- 3. Vacation pay for the “buy back” option shall be calculated by multiplying the number of days times the applicable vacation pay credit pursuant to Paragraph B.1. above, plus an incentive payment, which shall be determined by the Company and announced prior to the annual vacation bid.
- 4. Flight Attendants who have “sold” vacation time to the Company in accordance with this paragraph shall receive their buy back payments in the first quarter of the Scheduled Vacation Year in which the vacation was to have been taken.
- 5. In addition to the above procedure, the Company may offer vacation buy back on a month-to-month or Base-by-Base basis. Such vacation buy back shall be awarded in each Base where offered in seniority order among the Flight Attendants at the Base. The Company shall determine whether to offer an incentive payment for month-to-month or Base-by-Base vacation buy backs.

6. Flight Attendants who utilize the annual vacation buy back program may not participate in the annual Flex program in the same Scheduled Vacation Year.
7. Vacation buy back shall not be utilized during a Flight Attendant furlough.

## **E. Optional Flex Vacation Program**

Prior to the annual vacation bid, a Flight Attendant may elect to take seven (7) additional days of Flex vacation. Flight Attendants taking Flex vacation will either take the additional seven (7) days as unpaid vacation or elect to have one hour and fifty-four minutes (1:54) pay deducted from their earnings each month to pay for the Flex vacation week. Flight Attendants will have a period of at least twenty (20) days to submit a Flex vacation request.

## **F. Annual Vacation Bid Process**

1. The Company will post the number of available vacation days for each day in the Scheduled Vacation Year. The number of vacation days available shall be determined by the Company, taking into account the projected operations and Flight Attendant availability (projected headcount, attrition, and absences, etc.).
2. The bidding for each Scheduled Vacation Year shall be conducted in two (2) rounds. Bids shall remain open for no fewer than eight (8) days in each round. All vacations shall be awarded in Vacation Bid Seniority order within each Base.
3. When bidding, a Flight Attendant shall preference the start date for each vacation period. A Flight Attendant shall also preference the number of days in each vacation period and whether she/he is willing to accept the vacation period with fewer days specified by number. A Flight Attendant has the option to “slide” the vacation up to three (3) days in either direction of the start and/or end date to help ensure they are awarded the maximum number of days utilizing their initial bids.
4. A Flight Attendant may elect to split her/his vacation into periods of not less than six (6) days each. A Flight Attendant may have a maximum of five (5) vacation periods. However, a Flight Attendant who has eleven (11) or fewer days of accrued vacation shall bid her/his entire accrual in a single block.
5. A partial day of vacation accrual shall be rounded up to a full day for the purpose of vacation bidding, but paid as a partial day.

6. During the first round of bidding, a Flight Attendant may not bid more than 50% of her/his accrued vacation days, unless she/he has eleven (11) or fewer days of accrued vacation, as per Paragraph F.4. above. When a Flight Attendant has accrued an odd number of vacation days, the odd day may be added to the 50% maximum for the first round.
7. A Flight Attendant may bid for a vacation period overlapping two (2) bid months in accordance with Company policy. However, a Flight Attendant may not bid for a vacation overlapping two (2) Scheduled Vacation Years.
8. When a Flight Attendant does not submit a vacation bid in the first round of bidding, she/he shall not be assigned a vacation and shall have all her/his accrued vacation days to bid in the second round. If a Flight Attendant does not submit a vacation bid in the second round of bidding, she/he shall automatically be assigned a vacation, after the second round awards, in seniority order from December backwards through January. The largest block of days shall be assigned first.
9. When a Flight Attendant vacation bid is insufficient, she/he shall automatically be assigned a vacation, after that round is awarded, in seniority order from December backwards through January. The assignment shall be based on the number of days in her/his bid, and the largest block of days shall be assigned first.

## **G. Vacation Slides**

1. If the movement of a vacation is into or within a blocked period (holiday times, etc.), it will be considered and granted if staffing permits. The Company shall publish the list of blocked days prior to the opening of the annual vacation bid process.
2. Lineholders
  - a. When a Flight Attendant's vacation starts or ends between a scheduled outbound and return flight, the Flight Attendant may, at her/his option, move the vacation period either forward or backward in order to fly the scheduled pairing.
  - b. In addition, a Lineholder shall be given the opportunity to move her/his vacation up to two (2) days in either direction, unless extraordinary circumstances exist, except that the movement of the vacation may not cause it to cross over from one bid month to another or from one Scheduled Vacation Year to another.

### 3. Reserves

- a. A Reserve may move her/his vacation up to two (2) days in either direction, provided no new legality conflicts or short blocks are created.
- b. In addition, a Reserve Flight Attendant who is awarded a vacation that does not include any days of availability shall be permitted to move her/his vacation a sufficient number of days forward or backward in order to encompass the nearest two (2) available reserve days. If this creates a short block, it must be adjusted in accordance with Paragraph C.3. above.

## **H. Vacation Trades**

1. Vacation periods may be exchanged by a Flight Attendant with another Flight Attendant within the same Base. Their request must be submitted by the 15th of the month before the earliest of the calendar months involved in the trade. The Company shall create an electronic board for Flight Attendants to advertise for vacation trades.
2. Flight Attendants also may exchange a vacation period with an open vacation period within the same Base, in accordance with the following:
  - a. After completion of the vacation bidding process, the Company shall publish all remaining open vacation allocations. Flight Attendants shall have no fewer than six (6) days in which to submit requests to trade for open vacation periods. The Company shall award these trades on the basis of seniority at least thirty (30) days prior to the start of the Scheduled Vacation Year.
  - b. After the award of these initial trades, no more than one day later, instant and ongoing trading for open vacation periods shall begin. Requests for these vacation trades must be submitted thirty (30) days before the earliest of the calendar months involved in the trade, except that January vacation days may be traded as late as December 9. The Company shall award these trades in the order in which requests are received.
3. Any vacation days awarded in the first and second rounds of vacation bidding that are later vacated (e.g. separation, retirement, death) throughout the Scheduled Vacation Year will be made available for trading.
4. In the event that a Flight Attendant trades down to fewer vacation days with another Flight Attendant or with an open

vacation period, the Flight Attendant shall be paid the value of the unused vacation days.

## **I. Vacation Fly Through**

1. A Flight Attendant who chooses to fly during her/his scheduled vacation period shall be paid for all trips flown during the vacation period in addition to vacation pay. Vacation fly through hours shall be included in line projections.
2. The Company may offer an incentive for Flight Attendants to fly through their vacations.
3. A Flight Attendant must provide notice to the Company of her/his intent to fly through a vacation period no later than the 5th day of the calendar month at 1000 local time before the month in which the vacation is scheduled.
4. A Flight Attendant also may elect vacation fly through after the award of monthly schedules, but may only pick up trip pairings within the vacation period from another Flight Attendant (unless otherwise permitted by the Company). No other trading restrictions apply during the month.

## **J. Day at a Time Vacation**

1. Each Flight Attendant may take up to ten vacation days in each Scheduled Vacation Year separate from her/his awarded vacation period(s).
2. Day at a time vacation days used shall be deducted from the Flight Attendant's allotment for vacation in the following Scheduled Vacation Year.
3. After the award of relief lines and before the beginning of the month, day at a time vacation days, when available, shall be awarded in seniority order. Throughout the month, day at a time vacation days shall be available only to the extent that regular personal drops are available and day at a time vacation days have equal priority.
4. Day at a time vacation shall be paid at the applicable rate pursuant to Paragraph B.1. above.
5. If a Flight Attendant terminates employment after using day at a time days, but before the days were earned, any days owed will be deducted from the Flight Attendant's final paycheck.
6. Day at a time vacation may not be made-up. Further, a Flight Attendant awarded day at a time vacation shall have her/his minimum monthly guarantee and/or line guarantee reduced accordingly.

## **K. Vacation Cancelations**

1. Vacations may be canceled by the Company if required by the needs of the service, provided that:
  - a. Any affected Flight Attendant shall be given at least thirty (30) days' advance notice, unless she/he agrees to shorter notice.
  - b. The Company first solicits volunteers in the Base who are willing to fly through or defer their vacations.
2. If there are not enough volunteers, then vacations in the Base shall be canceled in inverse seniority order. A Flight Attendant whose vacation is canceled may elect to fly through or defer her/his vacation.
3. A Flight Attendant who flies through her/his vacation either as a volunteer or due to a cancelation will be paid an incentive amount equal to 50% of the value of the vacation, in addition to the normal value of the vacation.
4. A Flight Attendant who elects to defer vacation either as a volunteer or due to a cancelation may chose a vacation, in seniority order, from time available or made available in the remainder of the Scheduled Vacation Year, and shall be paid in accordance with Paragraph K.3. above. If the Flight Attendant is unable to reschedule the deferred vacation within the remainder of the Scheduled Vacation Year, she/he shall be paid in accordance with Paragraph K.3. above.
5. If a Flight Attendant's vacation has been canceled by the Company and she/he has incurred non-refundable expenses (i.e. deposits, etc.), the Company shall reimburse the Flight Attendant for those expenses.

## **L. Vacation Payments upon Termination**

1. A Flight Attendant who leaves the Company either voluntarily or involuntarily will receive full payment for all accrued vacation credit from the previous Vacation Accrual Year.
2. In addition, a Flight Attendant who has a full year or more of service with the Company at the time of leaving shall receive all vacation credit accrued in the current Vacation Accrual Year ("current year accruals"), except when the Flight Attendant gives less than ten (10) calendar days' notice of intent to resign or is dismissed by the Company, unless payment is otherwise required by law.
3. In the event of a Flight Attendant's retirement, permanent disability or death, current year accruals shall be paid.

4. When current year accruals are to be paid:
  - a. A Flight Attendant who leaves between the 1st and 15th of the calendar month, shall be paid for all accrued vacation credit up to the end of the previous month.
  - b. A Flight Attendant who leaves between the 16th and the end of the calendar month, shall be paid for all accrued vacation credit up to the end of the month in which she/he leaves.
  - c. Flight Attendants who are furloughed in a reduction in forces shall be granted vacation pay for all accrued vacation credit up to the end of the month preceding their furlough.

## SECTION 13

### SICK LEAVE

#### A. Sick and Occupational Injury Bank Accrual

1. Flight Attendants shall be credited with four hours (4:00) of sick leave credit in their sick leave bank, and four hours (4:00) of sick leave credit in their occupational injury leave bank, for each month during their employment to be credited on a quarterly basis as follows:
  - a. A Flight Attendant shall receive full sick leave bank and occupational injury leave bank accruals if she/he has one hundred twenty (120) hours or more of paid activity in each quarter of the twelve-month period ending in the August schedule month. Designated quarters are the bid months of September through November, December through February, March through May, and June through August.
  - b. A Flight Attendant shall receive 50% of the full sick leave bank and occupational injury leave bank accruals if she/he has fewer than one hundred twenty (120) hours but at least sixty (60) hours of paid activity for the designated quarter.
  - c. A Flight Attendant shall receive no sick leave bank and occupational injury leave bank accruals if she/he has fewer than sixty (60) hours of paid activity for the designated quarter.
2. The maximum accrual in the sick leave bank is one thousand two hundred and fifty (1250) hours, and in the occupational injury bank is four hundred (400) hours.
3. For the purpose of sick leave and occupational injury credit, a new Flight Attendant placed on the payroll between the 1st and the 15th of the calendar month, inclusive, will be considered as having been employed on the 1st day of the calendar month. A new Flight Attendant placed on the payroll after the 15th day of the calendar month will be considered as having been employed on the 1st of the following calendar month.
4. A Flight Attendant shall be able to access her/his current sick and occupational leave bank accruals electronically. Such bank accruals shall be updated on a monthly basis.
5. A Flight Attendant who is absent as a result of maternity, or who as a result of a single injury or illness, has used more than two hundred and fifty-five (255) hours of sick leave shall re-accrue sick leave at the rate of seven (7) hours each month until she/he

reaches the same level of sick leave she/he had at the onset of the injury, illness or maternity.

6. A Flight Attendant who, within the same bid month, makes up hours lost due to illness or injury will not have such hours deducted from her/his sick or occupational injury leave bank.

## B. General Provisions

### 1. Call-On/Call-Off Procedures

- a. A Flight Attendant must notify the Company's designated crew desk to place herself/himself on sick leave. She/he shall remain on sick leave status until she/he notifies the Company that she/he is coming off sick leave.
- b. A Flight Attendant may place herself/himself on sick leave through the electronic system prior to 0900 home Domicile time of the day prior to a scheduled assignment or Reserve availability day.
- c. When a Flight Attendant is unable to take her/his flight, she/he will notify the Company's designated crew desk in not less than eight (8) hours, except in an emergency, before the flight is scheduled to depart, and will in any event give as much notice as possible.
- d. Flight Attendants checking off sick leave status must notify the Company's designated crew desk that they are off sick leave status not less than eight (8) hours before their flight is scheduled to depart, and will in any event give as much notice as possible.
- e. When a Flight Attendant calls on sick leave for a trip pairing, the Company will put that assignment into open time in accordance with Section 7.G.1. If a Lineholder, the Company may not put subsequent trip pairings in the Lineholder's schedule into open time earlier than eight (8) hours prior to the scheduled departure, except when the Lineholder has advised the Company that she/he will be on sick leave for a longer period of time.

2. In the event a Flight Attendant goes on sick leave while working away from her/his Domicile, the Company shall continue per diem and lodging, as provided in Section 5, until the Flight Attendant is able to return to her/his Domicile, home, or reasonable alternative request. The Company shall provide transportation when she/he is able to travel.
3. Attendance points under the "Attendance Points System" shall not be assessed for any absence that is the result of a Flight

Attendant's injury on the aircraft caused by verified unannounced clear air turbulence or sudden aircraft movement, passenger assault, emergency evacuation, aircraft accident, hijacking or sabotage.

4. Flight Attendants on occupational illness or injury status may not engage in gainful employment for someone other than the Company without prior permission in writing from the Company. Such permission may not be withheld unless their performance of such employment would hinder the Flight Attendant's recovery from the occupational illness or injury.

## **C. Medical Verification**

1. Flight Attendants are not required to disclose the nature of a personal illness or injury except to Company Medical.
2. Medical verification of the illness or injury and/or physician's release that the Flight Attendant is fit to perform her/his duties may be required before the Flight Attendant is permitted to return to work in accordance with the following:
  - a. Each time a Flight Attendant reaches four (4) sick incidents during any twelve (12) months of active service, she/he will provide to Company Medical an Absence Certificate (in the form currently used by the Company) from an accredited physician that she/he was unable to perform her/his regular duties because of illness.
  - b. The Company will advise the Flight Attendant, in writing, that she/he has reached the third incident, and further incidents will be handled under Paragraph C.2.a. above. The letter will also state that failure to provide an Absence Certificate could result in disciplinary action.
  - c. In addition, when a Flight Attendant is on sick leave for more than twelve (12) calendar days, she/he will provide to Company Medical an Absence Certificate from an accredited physician that she/he was unable to perform her/his regular duties because of illness.
3. The Flight Attendant must actually be seen by the accredited physician in a timely manner, but no later than seventy-two (72) hours after notifying Scheduling of an illness/injury. The Absence Certificate must be prepared and signed by the physician after an in-person visit by the Flight Attendant to the physician's office. This note must be submitted to Company Medical on or before check-in time of a Lineholder's first trip or a Reserve's first assignment including Standby Reserve, following an illness or injury. If a physician's release is not received, the Flight Attendant will have seventy-two (72) hours

after her/his first trip flown or Standby Reserve assignment to provide the note.

4. The Company may also require an Absence Certificate for all sick calls originating during the Fourth of July and Christmas holidays, which include July 1st to July 7th and December 20th to January 4th respectively. If the Company intends to require an Absence Certificate for sick calls occurring during such holiday period, the Company shall first notify the Union and give Flight Attendants adequate notice to be posted for the Fourth of July holiday period not later than June 14th and for Christmas not later than December 1st. Flight Attendants who have had no absences in the prior twelve (12) calendar months shall not be subject to the Absence Certificate requirement imposed during these holiday periods.
5. Nothing in this Agreement shall prevent the Company from requiring a Flight Attendant to provide satisfactory verification of an incapacitating illness from an accredited physician when circumstances suggest that abuse or misuse of sick leave has occurred.

#### **D. Sick Leave Administration and Pay**

1. Sick leave pay shall be granted only in cases of actual sickness or injury.
2. Dental and doctor appointments will not be considered a basis for sick leave unless it can be shown that the doctor in question does not maintain office hours outside the Flight Attendant's scheduled work time or on the Flight Attendant's days off.
3. For personnel record keeping and pay purposes, a Flight Attendant shall not be considered on sick leave on the days she/he was not scheduled to be available for flight duty.
4. When a Lineholder is on sick leave, she/he shall be credited sick leave from her/his bank only up to the number of scheduled flight time hours missed.
5. When a Reserve goes on sick leave and she/he has not yet been assigned, or if she/he has been assigned but goes on sick leave prior to check-in, she/he shall be credited with the value of a reserve day. When a Reserve goes on sick leave after check-in, she/he shall be credited sick leave from her/his bank only up to the number of scheduled flight time hours missed.
6. When a Flight Attendant is on sick leave an entire month, she/he shall have the option of receiving sick leave pay for her/his projection for that month, one-hundred (100) hours, or the

seventy-one (71) hour minimum to the extent that she/he has sick leave accrued in her/his bank. A Partnership Flight Attendant shall have the option of receiving sick leave pay for half of her/his line value, fifty-five hours (55:00) or thirty-five hours and thirty minutes (35:30) to the extent she/he has sick leave accrued in her/his bank.

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 three (3) consecutive days, or the duration of the pairing, whichever is greater. The absence will be treated the same as the Flight Attendant's sick leave, and will count for attendance/disciplinary purposes.
8. Occupational injury absences which are caused by the same accident and are part of the same occupational injury claim will be considered to be a single incident.
9. Any Flight Attendant desiring to challenge or protest action(s) by the Company relating to occupational injury, 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 local management.
10. Occupational Injury Pay

- a. During absences due to occupational injuries/illness, a Flight Attendant who has applied for and is entitled to receive workers' compensation benefits will have an amount equal to all hours paid (directly and indirectly via Workers' Compensation) deducted from the Flight Attendant's occupational injury bank subject to the pay provisions in Paragraphs D.4., D.5. and D.6. above. This will continue until the Flight Attendant's occupational injury bank is exhausted.
- b. When her/his occupational bank is exhausted, a Flight Attendant may supplement Workers' Compensation benefits using her/his accrued sick leave on an hour for hour basis. One (1) hour of sick leave will be deducted from her/his bank for each additional hour paid subject to the pay provisions in Paragraphs D.4., D.5. and D.6. above. Workers' Compensation benefits will continue in accordance with state law.
- c. Flight Attendants who are receiving Workers' Compensation benefits shall be provided with detailed statements showing both the temporary total disability payments and the reimbursement payments of all related out-of-pocket medical expenses.

- d. If the Flight Attendant so elects, she/he shall receive payment(s) through direct deposit, provided that they are made to a financial institution in the U.S. that accepts electronic deposit in U.S. dollars. The Flight Attendant shall be responsible to provide account information to the appropriate parties to allow for electronic deposit.

## **E. Trip Trading / Picking Up Trips**

A Flight Attendant may continue trip trading, as provided for in Section 7.I. while on sick leave, and she/he will be eligible to use accrued sick leave to be paid for such trips. If, after going on sick leave, the Flight Attendant trades or picks up trips and she/he does not fly the trips that were traded/picked up due to being on sick leave:

1. If her/his line value was ninety-three (93) hours or less at the time she/he went on sick leave, the Flight Attendant may use accrued sick leave for the trips that were traded/picked up, not to exceed ninety-three (93) hours for the bid month.
2. If her/his line value was over ninety-three 93 hours at the time she/he went on sick leave, the Flight Attendant may use accrued sick leave for the trips that were traded/picked up while on sick leave only up to the line value at the time she/he went on sick leave.

## **F. Workers' Compensation**

1. If a Flight Attendant has requested payment for an occupational injury or illness in accordance with this Section, and it has been determined that the Flight Attendant is entitled to Workers' Compensation Benefits, the Company shall provide such benefits in accordance with the applicable state law and regulations.
2. The Company shall not contest Workers' Compensation jurisdiction in the State of Illinois for any Flight Attendant who is entitled to file a Workers' Compensation claim in the State of Illinois, including but not limited to, all Flight Attendants whose contracts of hire were made in Illinois.
3. Notwithstanding the above, Flight Attendants shall retain the rights to pursue these benefits in any other state or country which also has jurisdiction.
4. These provisions apply to Flight Attendants in both Domestic and International Domiciles.
5. The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to the provisions of Section

27, Missing, Interned, Hostage or Prisoner of War, and will be paid to the beneficiaries prescribed by the applicable law as herein provided.

6. The Company agrees to elect that Flight Attendants based in International Domiciles and Guam shall be covered by the Illinois Workers' Compensation Act and the Company shall not contest Workers' Compensation jurisdiction in the State of Illinois for such Flight Attendants.

## A. General

1. Upon assignment to the line, a newly employed Flight Attendant shall have her/his Flight Attendant, Company and pay seniority dates adjusted to the date of entering Flight Attendant training, provided such training period was unbroken prior to successful completion and assignment to the line.
2. Seniority shall not be lost except as provided in this Agreement.
3. a. Seniority shall govern all Flight Attendants in connection with their retention in case of furlough due to reduction in force, re-employment after furlough, preference in assignment of Base as vacancies occur, and preference of assignment to monthly schedules provided that the Flight Attendant is sufficiently qualified for the conduct of the operation involved.  
b. In the event a Flight Attendant is not considered sufficiently qualified, the Company shall furnish to the Flight Attendant, upon application, written reasons therefor.

## B. Period of Probation

1. A Flight Attendant shall be considered as a probationary employee until she/he has accumulated one hundred eighty (180) days of active service on the line as a Flight Attendant. During the last ninety (90) days of the Flight Attendant's probationary period, the Company, in taking any action regarding a Flight Attendant on probation, shall consider any written recommendation which has been filed by the Union. Flight Attendants' names shall be placed on the Flight Attendant System Seniority List in order of the date of their assignment to the line as Flight Attendants; provided, however, that the seniority provisions of this Agreement do not apply to Flight Attendants unless retained in the service of the Company after the probationary period. The service of Flight Attendants may be terminated at any time during the probationary period without a hearing. When more than one Flight Attendant is assigned to the line on the same day, the Flight Attendants so assigned shall appear on the seniority list in the order of their United Airlines employee file number.\*

\*(Applies to Flight Attendants hired after October 2, 1997.)

2. A Flight Attendant who is absent due to illness or injury for a period of fourteen (14) consecutive days shall have her/his

period of probation extended by the number of days in excess of the first fourteen (14) days.

3. Absences due to vacation will not cause the period of probation to be extended.
4. The Company must so notify the affected Flight Attendant and the Union immediately upon return from the absence which would cause an extension of the probation period.

### **C. Seniority List**

A Flight Attendant Seniority List showing the name, location, Domicile, Flight Attendant seniority date and the date of entering the Company's service shall be made available at all stations where Flight Attendants are Domiciled and a copy delivered to the Union and each Local Council President. This list shall provide designator codes for those people not actively flying. These codes shall be explained on a legend page. All changes to the list shall be marked with an asterisk. Such list shall be amended each January 1st and July 1st thereafter, incorporating changes and additions. The procedure outlined in Section 23.C., shall be the exclusive method for Flight Attendant handling of protests concerning seniority. Flight Attendants shall be allowed a period of a maximum of thirty (30) days from the date the announcement is made that the list is available for Flight Attendant perusal in which to protest any alleged omission or error affecting their seniority. Failure to protest such alleged omission or error within thirty (30) days after the announcement of the availability of the seniority list upon which the alleged omission or error initially appeared shall preclude a Flight Attendant from protesting same, except that when a Flight Attendant is on vacation, leave of absence, furlough or sick leave, she/he shall protest any alleged omission or error within thirty (30) days after returning to flight duty.

### **D. Loss of Seniority**

1. Any Flight Attendant who resigns or whose services with the Company are permanently severed for just cause, shall forfeit her/his seniority rights.
2. In addition, any Flight Attendant who fails to return from any leave of absence on the designated date of return shall be treated in accordance with Section 23.A. of the Agreement.

### **E. Transfer to Non-Flying or Management Duties**

1. A Flight Attendant who transfers to nonflying or management duties within Inflight-related areas shall continue to retain and accrue seniority indefinitely.

2. Notwithstanding Paragraph 1. above, Flight Attendants transferring to Managing Director level or above positions will be removed from the System Seniority List, except those Managing Directors in Inflight-related areas who are on the seniority list on the effective date of this Agreement.
3. A Flight Attendant who transfers to any other position within United Airlines shall retain seniority for one (1) year.
4. For purposes of this Paragraph E., Inflight related-areas include Inflight, Inflight Employee Relations, Inflight Training, Inflight Recruiting, and Inflight Scheduling.
5. During a period of furlough, a Flight Attendant in a non-flying or management position shall not accrue Flight Attendant seniority which would change her/his relative position on the Flight Attendant System Seniority List with those Flight Attendants on furlough.
6. A Flight Attendant who accepts transfer to perform as an instructor at the Company's Inflight Training Center shall continue to accrue seniority while in that position.
7. A Flight Attendant who transfers to perform as an instructor of Initial or Recurrent Emergency Training for United Flight Attendant trainees or United Flight Attendants, shall continue to accrue seniority while in that position.
8. A Flight Attendant who is transferred to non-flying duties with the Company because of physical incapacity or injury, shall retain and continue to accrue seniority during such period of sickness or injury for a continuous period of three (3) years. If a Flight Attendant does not return to Flight Attendant duty within the time limits as described herein, such Flight Attendant's name shall be permanently removed from the Flight Attendant System Seniority List.
9. Upon return to duty from non-flying duties as described in this Paragraph E., a Flight Attendant shall be permitted to resume her/his status at the Domicile to which previously assigned, or if during such assignment, bid on and was awarded a vacancy at another Domicile, or was otherwise subject to involuntary transfer under the provisions of Section 17.J., shall assume her/his new assignment on the effective date of the bid award.

## SECTION 15

### LEAVES OF ABSENCE

#### A. General

The following terms apply to all leaves of absence unless specifically stated otherwise in this Section.

1. Prior to the commencement of any leave of absence, the Company shall provide the Flight Attendant with the following information: insurance benefits, Union dues obligation, fringe benefit policy, and other information pertinent to her/his leave. The Flight Attendant shall be provided with access to the documents and pertinent information and may download copies.

#### 2. Accruals

- a. While on a leave of absence, a Flight Attendant shall continue to accrue seniority for bidding and pass travel purposes for the duration of the leave.
- b. Except as otherwise specified in this Section, while on leave(s) of absence, a Flight Attendant shall accrue longevity for purposes of pay and vacation step adjustments for a total of one hundred eighty (180) days in any twelve (12) month period in which the leave(s) occurs. After one hundred eighty (180) days, a Flight Attendant shall cease to accrue, but shall retain her/his longevity for purposes of pay and vacation step adjustments.
- c. While on a leave of absence, a Flight Attendant shall not accrue sick leave or vacation time, except: (1) Flight Attendants on occupational sickness or injury on the job will accrue vacation, as provided in Section 12.A.8., or (2) as may be otherwise provided by the Company during a special Company offered leave of absence (“Special COLA”).

#### 3. Other Employment

For the purposes of this Section, a Flight Attendant may not engage in gainful employment for someone other than the Company without prior permission in writing from the Company, except while on a Company offered leave (“COLA”), educational leave, or a maternity leave.

#### 4. Training during Leave

A Flight Attendant may attend training while on leave and will be paid and provided with transportation and lodging as if

she/he were in active service. Flight Attendants may be required to attend training when on a COLA or a Special COLA in accordance with Paragraphs B.3. and C.2. below.

## 5. Transfers during Leave

- a. A Flight Attendant on a leave of absence may request and be granted a transfer.
- b. A Flight Attendant on medical, maternity, or military leave shall continue in leave status following the award of a voluntary transfer.
- c. A Flight Attendant on a COLA, Special COLA, personal, parental, or adoption leave may request to continue her/his leave at the new Base following the award of a voluntary transfer. The Company may grant such a request in its discretion. Otherwise, the Flight Attendant shall return from leave status on the effective date of her/his transfer.
- d. In the event a Flight Attendant is transferred involuntarily due to a surplus or Base closure, she/he will continue on leave and will be reassigned for administrative purposes to the new Base as of the transfer effective date.

## 6. Return to Work

- a. Upon returning from an authorized leave of absence or any extension thereof, a Flight Attendant shall be permitted to return in the same status at the same Base to which she/he was assigned prior to beginning of the leave or transferred in accordance with Paragraph A.5. above.
- b. Flight Attendants shall comply with all return to work guidelines established by the Company, including any required training and/or documentation.
- c. When a Flight Attendant is returning to work from a leave of absence and requires training in order to return to flight status, the Company shall make training available within forty-five(45)days of the Flight Attendant's acknowledgement or notice of return from leave. In the event that the Company does not make training available commencing by the 45th day, the Flight Attendant will be paid as if in active service beginning on the 46th day or the Flight Attendant's expected date of return, whichever is later.
- d. Except when on a COLA or a Special COLA, a Flight Attendant may elect to return to work at any time during a leave of absence. If the Flight Attendant has fulfilled all training requirements, she/he shall be allowed to return to

flight status upon thirty (30) days' notice to the Company, or earlier if practicable. If she/he requires training, it will be handled in accordance with Paragraph 6.c. above.

## **B. Company Offered Leave of Absence**

1. Flight Attendants may be granted Company offered leaves of absence ("COLAs") without pay, on a seniority basis in a Base and/or special qualification for a period not to exceed one (1) year.
2. If the Company grants additional COLAs in a Base and/or special qualification, it will grant them first from the list of Flight Attendants whose requests were filed by the original deadline. Any remaining leaves will be granted on a first come, first served basis.
3. The Company may require a Flight Attendant to attend training while on a COLA provided that the requirement is made known to her/him prior to accepting the leave.
4. Bid closing dates for COLAs shall coincide with the bid closing dates for job shares and multiple-month partnerships.
5. A Flight Attendant whose last trip of the month extends into the month in which her/his COLA begins may be required to complete the trip if there is insufficient reserve coverage during the first three (3) days of the month.
  - a. If all open trips for the first three (3) days of the new bid month can be covered with Reserves (allowing coverage for unforeseen circumstances), Flight Attendants with carry-in trips will be released not less than twenty-four (24) hours prior to the report time of the carry-in trip.
  - b. Flight Attendant releases shall be made in seniority order.
  - c. A list showing both Flight Attendants who will be required to complete their trips and those released from their trips shall be posted.
6. A Flight Attendant granted a COLA may not return prior to the expiration of the leave unless approved by the Company. In a case of personal hardship, the Company may agree to end the Flight Attendant's COLA early.
7. The Company is permitted to cancel a COLA by Base, provided the following conditions are satisfied:
  - a. The Company must meet and confer with the Union regarding the cancellation.

- b. In the case of a partial cancellation of a COLA by Base, the Company must first solicit volunteers to return to work, who shall be awarded return in seniority order. If the number of volunteers is insufficient, Flight Attendants will be returned to work involuntarily in inverse seniority order.
  - c. The Company shall provide Flight Attendants with a reasonable amount of time for return to work.
  - d. The Company shall not cancel another COLA in the affected Base for two (2) years following the month in which a COLA was cancelled.
8. The chart in Paragraph N. below contains additional rules and benefits that apply to COLAs.
9. In the event there are unforeseen shortages in a special qualification, the Company may suspend or cancel COLAs involving Flight Attendants with the special qualification in inverse seniority order. In this event, the provisions of Paragraph 7.d. above, shall not apply.

### **C. Special Company Offered Leave of Absence**

1. Flight Attendants may be granted special Company offered leaves of absence ("Special COLAs") without pay, on a seniority basis in a Base and or/special qualification. The duration of a Special COLA is to be determined by the Company, provided that there is a specified end date. In order to constitute a Special COLA, the benefits offered must exceed those specified herein for a COLA.
2. Paragraphs B.2., B.3. and B.5. above, shall apply to Special COLAs.
3. The Company is permitted to cancel a Special COLA under the same terms and conditions set forth in Paragraph B.7. above, except that the prohibition on the cancellation of other COLAs shall not apply in the case of Special COLAs with a specified end date exceeding a twelve (12) month duration.
4. The chart in Paragraph N. below contains additional rules and benefits that apply to Special COLAs.

### **D. Personal Leave**

1. Flight Attendants may be granted employee requested personal leaves of absence without pay at the Company's discretion based on the requirements of the service and the reason(s) for the request, e.g. leave for educational, charitable, political, or bereavement purposes.

2. The chart in Paragraph N. below contains additional rules and benefits that apply to personal leave.

## **E. Medical Leave**

1. Leaves of absence required due to illness or non-occupational injury shall be granted upon written verification of disability from a qualified medical doctor. Any such leave may not exceed the lesser of:
  - a. The period of disability, or
  - b. Three (3) years, or
  - c. The Flight Attendant's total length of active service.
2. At the end of the maximum period, the Flight Attendant will be administratively terminated and removed from the System Seniority List.
3. For the purposes of pay and vacation step adjustments, Flight Attendants on medical leave will continue to accrue longevity for the duration of the medical leave up to the maximum leave in Paragraph E.1. above.
4. chart in Paragraph N. below contains additional rules and benefits that apply to medical leave.

## **F. Maternity Leave**

1. Maternity and other pregnancy related conditions will be treated like any other disability, except as provided herein. The duration of a maternity leave may extend up to twelve (12) consecutive months following the birth of the child.
2. For purposes of pay and vacation step adjustments, Flight Attendants on maternity leave shall accrue longevity for the first ninety (90) days after birth in the same manner as for a medical leave. After the first ninety (90) days, Flight Attendants shall accrue longevity for an additional one hundred eighty (180) days of leave. Thereafter, a Flight Attendant shall cease to accrue, but shall retain her longevity for purposes of pay and vacation step adjustments.
3. The chart in Paragraph N. below contains additional rules and benefits that apply to maternity leave.

## **G. Parental Leave**

1. A Flight Attendant who has not taken maternity leave in conjunction with a birth shall be granted unpaid parental leave within twelve (12) months after the birth of her/his child. A request for parental leave must be in writing and include the

requested dates. The leave request may not exceed twelve (12) consecutive months.

2. The chart in Paragraph N. below contains additional rules and benefits that apply to parental leave.

## **H. Adoption Leave**

1. A Flight Attendant who legally adopts a child shall be granted a leave of absence within twelve (12) months following the date when the Flight Attendant takes custody of the child or, if travel is required, when the Flight Attendant begins travel to obtain custody of the child. A request for adoption leave must be in writing and include the requested dates. The leave request may not exceed twelve (12) consecutive months.
2. The chart in Paragraph N. below contains additional rules and benefits that apply to adoption leave.

## **I. Family Medical Leave**

1. Family medical leave (“FML”) shall be available to eligible Flight Attendants in accordance with the Federal Family and Medical Leave Act (the “Act”), as specifically modified herein.
2. FML may be used for the following:
  - a. 1) Up to twelve (12) months after the birth, adoption, or foster care placement of a child;
  - 2) When a family member suffers a serious health condition requiring continuing care and a medical healthcare provider certifies that the Flight Attendant is needed for such care;
  - 3) When the Flight Attendant suffers a serious health condition as certified by a medical healthcare provider; or
  - 4) Eligible employees are entitled to FMLA leave to care for a covered servicemember with a serious illness or injury as certified by a medical healthcare provider.
- b. Family member is defined as spouse (as recognized by state law where the Flight Attendant lives), domestic partner, parent (a biological parent or person who raised the Flight Attendant when she/he was a child), son or daughter (a biological, adopted, foster or step child, legal ward, or minor who is being raised by the Flight Attendant). The child(ren) must be under eighteen (18) years of age or incapable of self-care (due to mental and physical disability).

- c. A Flight Attendant using FML for her/his own serious health condition or to care for a family member who has a serious health condition may use FML on an “intermittent” basis as defined by the Act, if a medical healthcare provider certifies the necessity for so doing.
- d. Should the terms of the Act as reflected in this Paragraph be amended, any amendment shall be incorporated herein, and the parties shall promptly meet and agree on the nature and extent of any such changes required to this Paragraph.

### 3. General

- a. The Company shall administer FML for Flight Attendants on a centralized basis and in a consistent manner with the objectives of maintaining privacy and providing reasonable and efficient access to the FML process.
- b. The Company shall provide Flight Attendants with electronic access to information regarding their FML eligibility, usage, and application status.
- c. Flight Attendants shall be eligible for FML on the same basis regardless of whether they are based within or outside the United States.
- d. A Flight Attendant on FML shall continue to accrue seniority for all purposes.

### 4. Hours of Service Requirement

In order to meet the hours of service requirement for FML, a Flight Attendant must in the twelve (12) month period immediately preceding the commencement of the FML leave: (1) have worked or been paid for not less than 60% of the applicable total monthly guarantee; and (2) have worked or been paid for not less than five hundred four (504) hours, not including personal commute time, or time spent on vacation, medical, or sick leave.

### 5. FML Usage

- a. An eligible Flight Attendant is entitled to use up to seventy-eight (78) days of FML in any twelve (12) month period.
- b. Unless a Flight Attendant has applied for FML for an absence, the Company shall not designate that absence as FML.
- c. A Flight Attendant may use her/his accrued sick leave, or a portion thereof, for FML authorized absences for her/his own serious health condition or pregnancy prior to using

unpaid FML, in which case the days of sick leave will not be counted against the Flight Attendant's seventy-eight (78) day FML allocation. Alternatively, a Flight Attendant may use her/his accrued sick leave, or a portion thereof, concurrent with FML taken for her/his own serious health condition.

- d. A Flight Attendant may use her/his accrued vacation for the current year, or a portion thereof, before commencing an FML leave, in which case the vacation days will not be counted against the Flight Attendant's seventy-eight (78) day FML allocation. Alternatively, a Flight Attendant may use her/his accrued vacation for the current year, or a portion thereof, concurrent with FML. When a Flight Attendant uses accrued vacation either before or concurrent with FML leave, she/he may only use a block of no fewer than six (6) consecutive days from either the beginning or end of a vacation period. If a Flight Attendant only has a block of vacation days fewer than six (6) days, she/he must use the entire block.

## 6. Return to Work

When a Lineholder is able to return to work after a pairing(s) has been removed from her/his schedule due to FML usage, she/he may pick up open time in accordance with Section 7. A Flight Attendant who is able to pick up open time on the day(s) overlapping the removed pairing(s) will have the overlapping days actually worked restored to her/his seventy-eight (78) day FML allocation.

## J. Military Leave

1. A Flight Attendant who voluntarily enlists or is ordered by the government of her/his country of citizenship to enter active military duty during a period of national emergency or pursuant to law or is classified as 1-A under the Selective Service Act or the equivalent law of another country, who is unable to obtain a deferment and chooses to enlist for military duty in the Armed Forces shall be granted a leave of absence. The duration of a military leave may be up to five (5) years of Armed Forces duty plus ninety (90) days thereafter, or greater if required by law.
2. For the purposes of pay and vacation step adjustments, Flight Attendants on military leave will continue to accrue longevity for the duration of the military leave up to the maximum leave in Paragraph J.1. above.
3. The chart in Paragraph N. below contains additional rules and benefits that apply to military leave.

## **K. Bereavement**

1. A Flight Attendant shall be entitled to time off without loss of pay up to a maximum of four (4) consecutive days (inclusive of days free from duty) in the event of a death in her/his family. Pay shall be based on trip(s) missed or reserve duty day(s). A Flight Attendant may extend the four (4) day period of paid time off by using up to fourteen (14) consecutive days of accrued vacation from the current or following year, if available.
2. For purposes of time off for bereavement, family shall include the Flight Attendant's spouse, domestic partner, child (including step-children and in-laws), parent (including step-parents and in-laws), grandparent (including step-grandparents and in-laws), grandchild (including step-grandchildren), other relative living in her/his home, legal dependent, legal guardian (in lieu of parent), siblings (including step-siblings and in-laws), or such additional individuals as may be included in Company policy.
3. The Company will provide positive space on-line passes for travel to attend the funeral/memorial service and return from downline locations. The Company will also assist in other travel arrangements as needed.

## **L. Union Leave**

Flight Attendants assuming official positions with the Association of Flight Attendants-CWA shall be placed on a leave of absence status upon request. Flight Attendants on Union Leave of Absence shall retain and accrue seniority for all purposes, and receive benefits as active employees. Upon return from a Union Leave of Absence, a Flight Attendant shall be credited with the maximum vacation, sick leave, and occupational illness or injury allowances provided by this Agreement in effect for employees of like seniority.

## **M. Jury Duty/Court Witness**

1. Jury Duty
  - a. A Flight Attendant who is called upon to perform jury duty shall inform her/his supervisor no later than forty-eight (48) hours after receiving such notice. A Lineholder Flight Attendant shall receive flight pay credit, and all accruals, for any flight time lost due to the requirement to be present for jury duty. A Reserve Flight Attendant shall receive pay credit at the daily rate and all accruals for each reserve day lost due to the requirement to be present for jury duty. A Flight Attendant who adjusts her/his schedule after receiving a jury duty notice shall only be entitled to receive flight pay

loss, or pay for missed reserve days, in her/his original schedule.

- b. The Flight Attendant shall be available for reassignment on those days originally scheduled for duty which do not conflict with the jury duty assignment. After five (5) or more consecutive days of jury duty, or combination of flight duty and jury duty, the Flight Attendant will be guaranteed two (2) additional days off with no loss of pay.

## 2. Court Witness

- a. A Lineholder Flight Attendant who is called upon to appear in court as a witness for the Company shall receive flight pay credit, and all accruals, for any flight time lost due to the requirement to appear as a witness for the Company. A Reserve Flight Attendant shall receive pay credit at the daily rate, and all accruals for each reserve day lost due to the requirement to appear in court as a witness for the Company. A Flight Attendant who adjusts her/his schedule after receiving a notice of obligation to appear in court as a witness for the Company shall only be entitled to receive flight pay loss, or pay for missed reserve days, in her/his original schedule. The Flight Attendant who appears in court as a witness for the Company will be reimbursed for reasonable actual expenses incurred.
- b. The Flight Attendant shall be available for reassignment on those days originally scheduled for duty which do not conflict with the court appearance date(s). After five (5) or more consecutive days as a court witness or a combination of flight duty and court witness activity, the Flight Attendant will be guaranteed two (2) additional days off with no loss of pay.

## 3. General

- a. Notwithstanding the above, a Flight Attendant who is required to appear in court as the result of being subpoenaed or being named party in a court action shall be excused without pay from regular duties on days when she/he is required to be present.
- b. Any compensation or expenses provided by the court may be retained by the Flight Attendant. A Flight Attendant shall be allowed a reasonable amount of time to travel between her/his home and her/his Base in order to complete such service. A Flight Attendant may be required to provide adequate proof of such service.

## N. Leaves of Absence Chart

TYPE OF LEAVE	DURATION	BID SENIORITY ACCRUAL	PAY & VACATION LONGEVITY (STEPS)	VACATION & SICK PAY ACCRUAL	INSURANCE BENEFITS	PASS TRAVEL BENEFITS
COLA	Up to 1 year	Duration	180 days	None	Flight Attendant responsible for full premium cost for duration	Online passes for duration
SPECIAL COLA	As determined by Company with specified end date	Duration	COLA or better	COLA or better	COLA or better	Online passes for duration
PERSONAL	As determined by Company based on requirements of service and reason for leave	Duration	180 days	None	Flight Attendant responsible for full premium cost for duration	Online passes for 90 days
MEDICAL	Lesser of: Period of disability, or 3 years, or Flight Attendants length of active service.	Duration up to the maximum	Duration up to the maximum	None * Except OJI, vacation accrual for duration	Active rates for duration	Online passes for duration
MATERNITY	Up to 12 consecutive months	Duration	270 days	None	Active rates for duration	Online passes for duration

## N. Leaves of Absence Chart (continued)

TYPE OF LEAVE	DURATION	BID SENIORITY ACCRUAL	VACATION LONGEVITY (STEPS)	VACATION & SICK PAY ACCRUAL	INSURANCE BENEFITS	PASS TRAVEL BENEFITS
PARENTAL	Up to 12 consecutive months	Duration	180 days	None	Active rates for duration	Online passes for duration
ADOPTION	Up to 12 consecutive months	Duration	180 days	None	Active rates for duration	Online passes for duration
FAMILY MEDICAL LEAVE	Up to 78 days in a 12-month period (block and/or intermittent)	Duration	Duration	Duration	Active rates for duration	As active employee for duration
MILITARY	Up to five years + 90 days, or greater if law requires	Duration + 90 days	Duration + 90 days	None	Active rates for 36 months, then full premium for remainder	Online passes for duration
UNION LEAVE	Term of office or position with Union	Duration	Duration	Duration	Active rates for duration	As active employee for duration

## SECTION 16

### JOB SHARE AND PARTNERSHIP FLYING PROGRAMS

#### A. Program Descriptions and General Provisions

##### 1. Job Share Program

The Job Share Program allows a line of flying to be shared by two Flight Attendants for a single bid month. The availability of the Program is determined by the Company's Flight Attendant staffing needs based upon qualifications at a Base.

##### 2. Partnership Flying Programs

The Partnership Flying Programs allow a line of flying to be shared by two (2) Flight Attendants for a period of time longer than a single bid month. There are three (3) types of Partnership Flying Programs as follows:

###### a. Annual Partnership

The Annual Partnership Program covers a twelve (12) bid month period. The availability of annual partnerships is determined by the Company's Flight Attendant staffing needs based upon qualifications at a Base. When offered, annual partnerships shall begin in May of each year, unless changed by mutual agreement of the Company and the Union.

###### b. Multiple-Month Partnership

A multiple-month partnership covers a period of two (2) to eleven (11) bid months. The Company can only offer multiple-month partnerships which begin and end within the annual cycle for the Annual Partnership Program. The availability of multiple-month partnerships is determined by the Company's Flight Attendant staffing needs based upon qualifications at a Base.

###### c. Furlough-Mitigation Partnership

A furlough-mitigation partnership covers a period of thirteen (13) or more bid months. Prior to implementing any involuntary furlough, the Company shall offer furlough-mitigation partnerships sufficient to eliminate the need to furlough. Such partnerships shall be offered to (i) all Flight Attendants in Bases within the continental United States, and (ii) all Flight Attendants in Bases outside the continental United States if Flight Attendants in that Base will be subject to furlough or displacement.

Participation in the Program shall be awarded in system seniority order among eligible Flight Attendants. A Flight Attendant may not avoid her/his own involuntary furlough by entering into a furlough-mitigation partnership.

### 3. Order of Award

The Company may offer multiple-month partnerships and multi-month leaves, either together or separately. When the Company offers both multiple-month partnerships and multi-month leaves of the same length, they will be combined and awarded in seniority order. When full month leaves and job shares are offered, they will be combined and awarded in seniority order.

### 4. General

Once a Flight Attendant is awarded a partnership, she/he must complete the partnership before she/he shall be eligible to begin another partnership; except that when the Company offers a Furlough-Mitigation Partnership Program, Flight Attendants in another Partnership Program are eligible for the Furlough-Mitigation Program.

- a. It is intended that all other provisions of this Agreement shall apply to Flight Attendants in the Job Share and Partnership Flying Programs, except as may be otherwise provided in this Section.
- b. Management shall not be responsible for resolving disputes arising between Flight Attendants paired in the Job Share or Partnership Flying Programs.
- c. Flight Attendants may form job share or partnership pairs among Flight Attendants in the same Base.
- d. Job share and partnership pairs may be formed without regard to lineholder or reserve status.
- e. The Company shall make an electronic board available in order to facilitate the formation of job share or partnership pairs.

## B. Entry into Job Share and Partnership Flying Programs

### 1. Program Award Timeline

- a. When the Company offers the Job Share Program or initiates a Partnership Program, the bid period for job shares or partnerships shall close not later than the 20th day of the 2nd bid month prior to the bid month in which the job share/partnership will occur, e.g. bids shall close on August 20th

for October job shares/partnerships. The bid close date for Job Shares or Partnership Programs may be changed by mutual agreement of the Company and the Union.

- b. Job share and partnership awards shall be published before the Flight Attendant bid period opens for the bid month of the job share or partnership.

## 2. Job Share Program

Flight Attendants may apply to the Job Share Program either as a pair or individually. Participation in the Job Share Program shall be awarded first to paired applicants in seniority order based on the senior partner's seniority. After that, the Company shall award the remaining available job shares, if any, to individual applicants in seniority order and pair them based on their seniority. The Company shall publish the list of Flight Attendants awarded pairs in a Job Share Program.

## 3. Partnership Flying Programs

When the Company offers a Partnership Flying Program (Annual, Multiple-Month, or Furlough-Mitigation), Flight Attendants shall apply to the Program individually. Program participation shall be awarded in seniority order. The Company will then publish the list of Flight Attendants awarded participation in the Program. Once published, Flight Attendants shall be given no less than ten (10) days from the date of the publication of the award list to form partnership pairs among those awarded. Participants who do not form pairs within the given time period shall be paired with each other in seniority order.

## 4. Wait Lists for Annual and Furlough-Mitigation Partnerships

The Company shall place applicants who are not awarded an annual or furlough-mitigation partnership on a wait list. In addition, after the deadline for applications to the Annual Partnership Program has passed, Flight Attendants may request to be placed on the wait list for that Program. Vacancies shall be filled from the wait list in seniority order.

## **C. Monthly Bidding Process and Rules for Job Shares and Partnership Flying**

The following rules apply to Flight Attendants in a job share or partnership:

1. Both Flight Attendants must submit a monthly bid.
2. The Company shall award lines of flying based on the seniority of the senior Flight Attendant in the job share or partnership.

3. Within forty-eight hours (48:00) after a line of flying has been awarded, the Flight Attendants shall divide the line so that the line value is shared as evenly as possible without splitting any trips or block of reserve days unless one block must be split to evenly divide the line. Reserve lines will not be split to create short blocks of days of availability, except when the short block abuts the last day of the bid month.
4. A Flight Attendant in a job share or partnership is limited to a monthly maximum of fifty-five hours (55:00) pay and credit.
5. If a line of flying cannot be evenly divided without one or both of the Flight Attendants exceeding the monthly maximum, the Flight Attendants shall utilize the procedures set forth in Section 7.I., to bring their pay and credit hours within the monthly maximum. If they are unable to do so within forty-eight hours (48:00) after the line of flying has been awarded, the Flight Attendants will contact Scheduling to resolve the issue.
6. In the event of a month-end conflict, if one of the Flight Attendants is legal to fly the first trip of the month, she/he shall be responsible to cover the trip.
7. When Flight Attendants have overlapping vacations in the bid month, they may elect to slide their vacations to the extent necessary to minimize or eliminate the overlap, provided that both vacation periods remain within the same bid month.
8. Once a line is divided, each Flight Attendant may adjust her/his individual schedules through normal contractual processes and shall use her/his seniority to compete for move-up lines and participate in the seniority trip trade window.

## **D. Dissolution and Suspension/Cancellation of Partnerships**

### **1. Permanent Dissolution of a Partnership**

A partnership shall be dissolved if one partner obtains a hardship release, transfers to another Base or becomes inactive and expects to remain inactive for the remainder of the partnership.

- a. When an annual or furlough-mitigation partnership is dissolved, the remaining partner shall be re-paired with a Flight Attendant from the wait list. If there are no partners available on the wait list, the remaining partner shall bid for lines of flying using her/his own seniority and shall drop trips, or reserve availability days if applicable, to comply with Paragraphs C.3. and C.4. above, until the partnership term ends.

- b. When a multiple-month partnership is dissolved, the remaining partner shall bid for lines of flying using her/his own seniority and shall drop trips, or reserve availability days if applicable, to comply with Paragraphs C.3. and C.4. above, until the partnership term ends.

## 2. Temporary Dissolution of a Partnership

When a Flight Attendant in a partnership becomes temporarily inactive, the remaining partner shall bid for lines of flying using her/his own seniority and shall drop trips, or reserve availability days if applicable, to comply with Paragraphs C.3. and C.4. above, until such time as the inactive Flight Attendant returns to active status or the partnership term ends, whichever is sooner.

## 3. Suspension or Cancellation of Multiple-Month Partnership Program

The Company may suspend or cancel multiple-month partnerships in the event there are unforeseen staffing shortages during the Partnership Program term, provided that all multiple-month partnerships in the affected Base are suspended or cancelled to the extent that they overlap the staffing shortage period.

- a. If the Company suspends or cancels a Multiple-Month Partnership Program, it shall:

- (1). Provide advance notice to the Union, including the Base where the multiple-month partnerships will be cancelled or suspended and the length of any suspension;
- (2). Notify the affected Flight Attendants prior to the opening of line bids for the first bid month that the Program is cancelled or suspended;
- (3). Cancel any job shares previously awarded and not offer any new job shares at the affected Base during the period when multiple-month partnerships are cancelled or suspended;
- (4). Not initiate any new time-off programs, at the affected Base during the period when multiple-month partnerships are cancelled or suspended;
- (5). Not cancel another multiple-month partnership program for two years after the last month of the cancelled/suspended multiple-month partnership term, at the affected Base.

- b. When the Company has suspended multiple-month partnerships, it shall reinstate all of the partnerships in the same bid month with the same Flight Attendant pairs.
- c. In the event there are unforeseen shortages in a special qualification, the Company may suspend or cancel Multiple-Month Partnerships involving Flight Attendants with the special qualification in inverse seniority order. In this event, the provisions of Paragraphs 3.a.(3)., 3.a.(4)., and 3.a.(5). above shall not apply.

#### 4. Cancellation of a Furlough-Mitigation Partnership Program

The Company may cancel, in whole or in part, a Furlough-Mitigation Partnership Program. If the Company is not cancelling an entire Program, it shall solicit Flight Attendant volunteers in seniority order. If there are insufficient volunteers, the Company shall select Flight Attendants in inverse seniority order. Remaining participants shall be re-paired in accordance with Paragraph B.3. above. If there are no available qualified Flight Attendants to re-pair a Partnership at the affected Base, the remaining partner shall bid for lines of flying using her/his own seniority and shall drop trips, or reserve availability days if applicable, to comply with Paragraphs C.3. and C.4. above, until her/his Partnership term ends.

## SECTION 17

### FILLING OF VACANCIES

#### A. Transfer Procedure

1. A Flight Attendant desiring to transfer to a different Base may file a bid, through the Company's automated system, stating the Base to which she/he desires to transfer. Nothing herein shall prohibit two (2) Base bids from being on file by a Flight Attendant.
2. When permanent Base vacancies occur, the senior Flight Attendant who has a bid on file will be offered an opportunity to transfer and fill the vacancy. A Flight Attendant may withdraw her/his bid at any time prior to the time offered an opportunity to transfer. However, a Flight Attendant who refuses an opportunity to transfer in accordance with a bid shall not file another bid for a period of three (3) months from the date of refusing to transfer.
3. Upon transfer, the Flight Attendant shall not file another bid for a period of six (6) months from the date of transfer, except:
  - a. A Flight Attendant transferred under Paragraph K of this Section may bid back to the Base from which surplused without having to wait six (6) months.
  - b. A Flight Attendant recalled from furlough, under Sections 18.B. and 18.C., to a different Base from which furloughed may submit a bid to any Base without having to wait six (6) months.
4. A Flight Attendant transferred to fill a vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than ten (10) days from the date notified of the assignment, except as provided in Section 15.A.5. A Flight Attendant shall be allowed a reasonable period between the time relieved of duties and time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.
5. A Flight Attendant on furlough status will have any existing bid(s) on file canceled. Upon return from inactive status, she/he may again submit a bid(s).

#### B. Moving Expenses

Successful bidders on Flight Attendant assignments to newly established Bases shall be considered as transferred at Company

request and Section 26 [Moving Expenses] of this Agreement shall apply.

### **C. Alternate Transfer Procedure**

When no bids are on file or are received, the Company may request any Flight Attendant willing to accept the assignment, or may assign the most junior Flight Attendant qualified, to fill the vacancy subject to the provisions below:

1. No Flight Attendant assigned to a U.S. Base may be involuntarily assigned to an International Base.
2. No Flight Attendant assigned to a Base outside the U.S. may be involuntarily assigned to a Base in any country for which she/he is unable to acquire the necessary immigration approval as provided for in Section 3.V. or meet the residency requirements.

### **D. Base Locations**

1. The Company shall advise the MEC President in writing ninety (90) days before establishing or terminating a Base location. The recommendations of the Union shall be considered by the Company before making changes in the location of Bases.
2. In the event of the geographical relocation by the Company of a portion of, or all of the Flight Attendants' assignments from a particular Base, each Flight Attendant affected shall be considered transferred at Company request and Section 26 [Moving Expenses] of this Agreement shall apply. Such assignment must be filled by local bid at the Base so affected.

### **E. Minimum Eligibility**

Unless a lesser restriction is determined by the Company, a Flight Attendant shall be eligible to bid vacancies only upon completion of her/his probationary period.

### **F. Mutual Transfers**

When few or no vacancies exist on the system, the Company shall consider requests by the MEC President or designee that the Company honor mutual transfer requests by seniority.

### **G. Moving Provisions**

1. Successful bidders on permanent Base transfers, Flight Attendants making mutual transfers by seniority with the approval of the Company, and Flight Attendants transferring in accordance with Paragraph I. of this Section shall pay their own moving expenses to their new Base location except that

the Company shall furnish free contingent air transportation on the Company's system for such Flight Attendants and their spouse and dependents to the extent permitted by law, and shall allow such Flight Attendants to ship up to five hundred (500) pounds of personal effects to the new Base as space available COMAT on Company aircraft.

2. All Flight Attendants who have been assigned to their initial Base after Flight Attendant training shall be provided with the following:
  - a. Free contingent air transportation for the Flight Attendant and her/his spouse and dependents, if relocating, on the Company's system to the extent permitted by law.
  - b. Shipping allowances up to five hundred (500) pounds of personal effects to the new Base as space available COMAT on Company aircraft.
  - c. (1). Free hotel accommodations at the new station for a period of seven (7) days, which may be extended on an individual basis by the Manager of Inflight Service.  
(2). The Company will make its best effort to arrange single room accommodations. If an insufficient number of single hotel rooms are available at the designated hotel to accommodate all such Flight Attendants, the Company agrees to make its best efforts to locate and arrange for single room accommodations at other equivalent hotels.  
(3). If, however, despite the best efforts of the Company, it is unable to arrange single hotel rooms for all such Flight Attendants, double occupancy may then occur.

## **H. Settling Time & Monthly Guarantee**

1. Upon arrival at a new Base, a Flight Attendant who voluntarily changes Bases, is involuntarily transferred, transfers to a newly established Base or is initially assigned will be allowed up to three (3) days at her/his option for the purpose of settling, to be allowed at any time within twelve (12) months of the effective date of the new assignment. Such time may be delayed by the Company for not more than seven (7) days according to the needs of the service.
2. A Flight Attendant who voluntarily changes Bases for the first time, is involuntarily transferred, transfers to a newly established Base within six (6) months following the date the Base is opened or is initially assigned, will be eligible for her/his normal monthly guarantee during the transfer and

settlement period. For all subsequent voluntary changes of Base, with the exception of transfers to a newly established Base, a Lineholder's guarantee will be reduced according to the scheduled flight time lost during the actual travel and settling time, and a Reserve's guarantee will be reduced according to the scheduled days of availability missed during the actual travel and settling time.

## **I. Emergency Transfer**

When a Flight Attendant desires to vacate her/his Base assignment for personal reasons due to hardship, the request to vacate shall be considered jointly by the Managing Director Labor Relations or designee, and the MEC President or designee, and in accordance with their mutual agreement, a decision may be rendered, permitting such Flight Attendant to vacate the assignment and be assigned to another Base on a temporary or permanent basis.

## **J. Surplus Procedure**

1. The Company shall notify and confer with the MEC President or designee at least fifteen (15) days prior to bulletining a notice of surplus.
2. If a surplus of Flight Attendants exists at any Base, the Company may move any Flight Attendants at that Base, who desire to move, in order of seniority from the Base at which the surplus exists or, if none desire to move, the Company may then move the surplus Flight Attendants out of such Base to other Base(s) in inverse order of seniority in accordance with the procedure outlined in Paragraph 3 below, notwithstanding Paragraphs A. and B. of this Section of the Agreement.
3.
  - a. A surplus at one or more Base(s) shall be considered to exist when the Company has posted notice of the surplus on the Flight Attendant bulletin boards at those Bases affected and all Bases across the system. The notice will be posted no fewer than forty-five (45) days before the effective date of report to a new Base and will include the vacancies determined by the Company across the system. The bulletin shall state the number of vacancies if more than one, location of the vacancy and the place where bids are to be sent and the last date on which they will be received. Such date will be a minimum of fifteen (15) days after the date a bulletin is posted.
  - b. Flight Attendants deemed to be surplus will be permitted to put a bid on file for all Bases on the system.

- c. From the deadline date posted in the notice to surplus Flight Attendants the Company will begin to process transfers from the system on a seniority basis. Transfers will be processed to the vacancies posted in the surplus bulletin up to the posted surplus number.
- d. At the end of the fifteen (15) days of processing transfers in Paragraph c. above, the Company will then process any transfers filed by the Flight Attendants deemed to be surplus which have not been processed under the provisions of Paragraph c. above, to vacancies at those Bases posted in the surplus bulletin or to vacancies that have resulted from transfer activity.
- e. Any Flight Attendant transferring to fill such vacancy shall be available to begin the assignment on the date set by the Company, which shall not be less than fifteen (15) days from the date notified of the assignment.
- f. A Flight Attendant shall be allowed a reasonable travel time between the time relieved of her/his duties until the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel.

4. A Flight Attendant who is declared surplus and is transferred to another Base shall have preferential right to return to her/his former assignment when a vacancy occurs. Such preferential right shall not exceed five hundred forty (540) days and shall be exercised only for the first opportunity. During the initial one hundred eighty (180) days of such period, the Flight Attendant shall be given unlimited non-revenue space available (NRSA) business passes and two (2) round trip NRPS business passes per month for travel between the Base to which transferred and the former Base.

5. The surplus procedures of Paragraph J. will not be used to address temporary or seasonal changes in flight activity.

## **K. Surplus and Relocation Bidding**

1. A Flight Attendant who must transfer because she/he is surplus or because of geographical relocation of Flight Attendant assignments may bid to another Base in accordance with Paragraph A. of this Section. If the bid is honored prior to the involuntary transfer, she/he shall be considered as transferred at Company request and the moving expenses shall be paid by the Company (in accordance with Section 26 of this Agreement [Moving Expenses]) to the Base to which she/he would have been assigned if her/his involuntary transfer has been completed or to the Base bid, whichever is the closer.

2. If after exhausting all of the options under the provisions of Section 18.B.3., the Company requires furloughed Flight Attendants to be recalled to a continent other than the one from which furloughed, the provisions of Section 26 shall apply to the transfer back to the continent from which furloughed.

## **L. International Bases**

1. Unless eligible under Section 26.A.2., a Flight Attendant will receive two (2) round trip NRSA SA1B (or its future equivalent), non-revenue, no charge, space available passes per month to be used by the employee, spouse and/or dependents during the initial one hundred eight (180) days after report. After the initial one hundred eighty (180) days, the Flight Attendant will receive one round trip NRPS PS5B (or its future equivalent), non-revenue positive space business pass annually in order to conduct personal business at the location of their former residence.
2. The following provisions shall apply to Flight Attendants who must transfer from a Base outside the U.S. and its territories due to governmental restrictions:
  - a. The Company will provide one (1) round trip PS5B (or its future equivalent), NRPS business pass for the purpose of "house-hunting" to each Flight Attendant, as well as spouse and dependents, between her/his Base and her/his new Base or place of permanent residence for use prior to their effective transfer date.
  - b. Transferring Flight Attendants, as well as their spouse and dependents, will be provided one (1) one-way PS5B (or its future equivalent), NRPS business pass between their Base and their new Base or place of permanent residence for the purpose of this transfer.
  - c. Flight Attendants shall be permitted to ship up to one thousand (1,000) pounds of personal effects to the new Base as space available COMAT on Company aircraft.
  - d. Deposits on homes, apartments or utilities in the Base outside the U.S., which are returned to the Flight Attendant will be exchanged into U.S. Dollars by the Company, subject to governmental limitations, if any. The exchange rate will be that used for the most recent paycheck issued prior to the individual's date of transfer, and will be reimbursed at that time.

## **M. Work Visa Issues**

Flight Attendants who lose and/or are unable to maintain their legal ability to continue to work in the country in which they are based, and who are not covered by the provisions of above Paragraph L, will be subject to the following:

1. The affected Flight Attendant will immediately provide the Company all documentation necessary to support their request to be accommodated at a Base location where they have the legal right to work. Such documentation must substantiate that the Flight Attendant took all necessary steps, on a timely basis, to maintain their ability to be based at their current Base location.
2. If the Company determines that the documentation provided satisfies the requirements of above Paragraph 1., the Company will advise the AFA of the Flight Attendant's transfer.
3. The Company will make the final determination as to the Base. The Flight Attendant(s) preference(s) will be considered in making such a determination.
4. The above procedures will not apply to any Flight Attendant who loses the right to work in their current Base location due to violation of local immigration law or violation of any other local law(s) that affects their ability to be based in that location.

## SECTION 18

### REDUCTION IN PERSONNEL

**A.** Prior to announcing or implementing any involuntary reduction in Flight Attendant personnel, the Company shall notify and confer with the MEC President/designee. Following such conference the Company shall:

1. Offer and award in system seniority order voluntary furloughs to those Flight Attendants senior to the most senior Flight Attendant who would otherwise be involuntarily furloughed. The number of Flight Attendants to be involuntarily furloughed will be reduced based on the number of voluntary furlough requests granted.
2. The posting period for voluntary furloughs shall be agreed upon by the Company and Union. Such posting shall include instructions for submitting bids and the specified duration of the voluntary furlough.
3. A Flight Attendant who is awarded voluntary furlough shall:
  - a. Not be entitled to furlough pay,
  - b. Continue to accrue and retain seniority,
  - c. Be eligible for the same on-line pass benefits as an active Flight Attendant (except CJA),
  - d. Receive Medical and Dental insurance coverage on the same basis as an active Flight Attendant,
  - e. Be returned to the Base from which voluntarily furloughed, provided her/his Base status has not been effected by application of Section 17.J.,
  - f. Be allowed to return prior to the expiration of the voluntary furlough period, at her/his request, for personal reasons due to hardship, with approval of the Company, and
  - g. Paragraph E. of this Section applies to voluntary furloughs.
4. a. In the event it is necessary to extend the specified duration or a further reduction in personnel is necessary, all voluntary furloughs must be rebid.  
b. If a recall is necessary prior to the termination of the specified duration of the voluntary furlough, recall will first be offered to those involuntarily furloughed in accordance with Paragraph F. of this Section.

- c. If a recall of voluntary furloughed Flight Attendants is necessary prior to the specified duration, recall will be in inverse order of seniority in accordance with Paragraph F. of this Section, unless otherwise agreed by the Company and Union.
- B.** Any reduction in Flight Attendants who have completed probation shall be in inverse order of system classification seniority, subject to Section 14. A furloughed Flight Attendant shall be re-employed in order of system classification seniority at the time of the furlough. A Flight Attendant recalled to a different Base will be eligible for moving expenses under the provisions of Section 26.
  - 1. Recall to the Base from which furloughed will take precedence over any bids to that Base which may be on file.
  - 2. Recall to a different Base from which furloughed will not take precedence over bids on file to that Base.
  - 3. If vacancies do not exist at the Base from which the Flight Attendant was furloughed, or if the Base no longer exists, to the extent possible the following provisions shall apply:
    - a. A choice of more than one Base shall be made available for preferencing.
    - b. Vacancies shall be provided in Bases within the United States including its Territories ("U.S. Bases") to accommodate all Flight Attendants furloughed from U.S. Base(s). Vacancies shall be offered in seniority order to those being recalled and eligible.
    - c. Vacancies shall be provided in Base(s) other than the U.S. Bases ("International Bases") to accommodate Flight Attendants furloughed from International Base(s). In addition, vacancies may be offered at U.S. Base(s). Vacancies shall be offered in seniority order to those being recalled and eligible.
  - 4. Flight Attendants will not be recalled to a Base(s) for which they are not able to meet the necessary immigration qualification.
- C.** A probationary Flight Attendant who is furloughed rather than released, may within thirty (30) days replace the Flight Attendant most junior to her/him on the seniority list. Such transfer shall be without expense to the Company, but free contingent air transportation on the Company's system shall be furnished to the extent permitted by law.
- D.** When it becomes necessary to furlough Flight Attendants due to a reduction in force, at least thirty (30) calendar days' notice of

such reduction shall be given all Flight Attendants affected, provided, however, that when there is temporarily no work because of an Act of God, labor dispute, or other circumstances over which the Company has no control, Flight Attendants may be furloughed without advance notice. For the purpose of this Paragraph, over-staffing of Flight Attendants, flight interruptions or cancellations because of weather conditions are not considered circumstances over which the Company has no control.

- E.** A Flight Attendant who has been furloughed due to reduction in force shall file her/his address with the Company and thereafter shall as soon as possible advise the Inflight Service Office of any change in address. The Company shall, as soon as practicable, furnish the MEC President or designee with these addresses and subsequent address changes.
- F.** A Flight Attendant on furlough shall not be entitled to preference in re-employment if she/he does not comply with the requirement of Paragraph E. of this Section, or does not notify the Company by certified letter or by telegram of intention to return to the service within fourteen (14) days after receipt of notice offering to re-employ her/him or does not return to the service of the Company on or before the date specified in the notice offering re-employment. Such date shall not be less than thirty (30) days after such notice is sent by certified letter, return receipt requested, or by telegram to the Flight Attendant at the last address filed by her/him with the Inflight Service Office.
- G.** A Flight Attendant furloughed due to reduction in force, on return to duty, shall be allowed, for seniority purposes, all time accrued prior to such furlough but shall not continue to accrue seniority during the period of furlough. Coverage under the Company's Accident, Sickness and Dental Program shall be continued on the same basis as an active Flight Attendant for the first ninety (90) days of a furlough. All such furloughs shall expire at the end of six (6) years from the effective date of furlough and the Flight Attendant shall cease to have preference for re-employment.

## **H. Furlough Pay**

1. A Flight Attendant covered by this Agreement who has completed one year of active service with the Company immediately prior to being laid off, through no fault or action of her/his own, shall receive furlough pay as provided in Paragraph 2. below, subject to the limitations and conditions set forth herein, but shall receive no furlough pay if any one or more of the following conditions exist:
  - a. She/he accepts any other employment with the Company.

- b. The layoff is caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, or grounding of a substantial number of Company aircraft.
- c. The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
- d. She/he is dismissed for cause, resigns or retires.
- e. There is a temporary cessation of work because of circumstances beyond the Company's control.

2. The amount of furlough pay due under this Paragraph shall be based on the length of active service with the Company and shall be computed on the basis of the Flight Attendant's minimum monthly guarantee rate at time of layoff as follows:

<b>If a Flight Attendant has completed:</b>	<b>Pay Benefit</b>
1 year	2 weeks
2 years	1 month
3 years	1 1/4 months
4 years	1 1/2 months
5 years	2 months
6 years	2 1/2 months
7 years	3 months
8 years	3 1/2 months
9 years	4 months
10 years	4 1/2 months

3. A Flight Attendant shall begin receiving furlough pay at the time of layoff at regular pay periods and continue until all such pay credit is used. Furlough pay shall not be due after the recall of such Flight Attendant by the Company or during periods of other employment with the Company while on furlough status.

4. A Flight Attendant returning to the service of the Company after being on a layoff who is again laid off under conditions entitling her/him to furlough allowance shall be entitled to an amount computed on years of active service with the Company after the date of such return to the Company's service. If for any reason a Flight Attendant did not use all of the severance allowance to which entitled, and is again laid off under conditions entitling her/him to severance allowance, she/he shall be entitled to an amount computed on years of

compensated service with the Company after the date of such return to the Company's service, plus any previously unused severance allowance, if any.

## SECTION 19

### SAFETY, HEALTH AND SECURITY

#### A. Safety Information

1. The recommendations of the MEC Safety, Health and Security Committee shall be considered by the Company regarding matters affecting the safety of Flight Attendants.
2. The MEC Safety, Health and Security Chairperson or AFA qualified designee shall be allowed to attend UAL-FAA emergency evacuation demonstrations. The Company will seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of the MEC Safety, Health and Security Chairperson/AFA designee at government required certification tests.
3. Upon request, the Company shall review with the LEC President or designee copies of reports concerning occupational injuries (currently OIS injury report or future equivalent) and/or inflight incidents involving Flight Attendants. Copies of such reports shall be provided if requested, provided that any report that contains medical information must have the Flight Attendant's approval before being released.
4. The MEC President and/or the MEC Safety, Health and Security Chairperson/AFA designee will be provided access to the Crisis Center Observation Room for safety related incidents.

#### B. Accident/Serious Incident/Hijacking

1. The Company, upon notification of an accident/serious incident/hijacking involving Flight Attendants, shall promptly notify the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee.

These events are defined as follows:

- a. Aircraft Accident - An occurrence which causes damage to a Company aircraft with Flight Attendants onboard in which any person suffers death or serious injury.
- b. Hijacking (Air Piracy) - Seizure or attempted seizure of a Company aircraft with Flight Attendants onboard by actual or threatened force or violence.
- c. Serious Incident - An occurrence with Flight Attendants onboard a Company aircraft involving any of the following:
  - (1). Serious injury to a Flight Attendant.

- (2). Actual passenger evacuation of an aircraft involving use of safety equipment. In the event an evacuation takes place at the gate via stairs or jetway, and Inflight Scheduling (WHQSK) is notified, notification will be as provided herein.
- (3). Fire or smoke onboard resulting in injuries to a Flight Attendant.
- (4). Physical assault or crew interference.
- (5). Recognized decompression.
- (6). Severe turbulence resulting in multiple injuries or interior damage and Inflight Scheduling (WHQSK) is notified.
- (7). Red Alert.
- (8). Amber Alert resulting in a preparation for evacuation and Inflight Scheduling (WHQSK) is notified. Nothing herein shall limit the Company from notifying the MEC Safety, Health and Security Chairperson or designee or Local Safety, Health and Security Chairperson or designee of other incidents pursuant to the Inflight Service Emergency Response Manual.

2. Following an accident/serious incident/hijacking, Flight Attendants will be provided with medical attention and, where possible, isolation from the press.
3. If hotel rooms are necessary, the Company shall provide single rooms, adjacently located if possible, and shall attempt to provide the Flight Attendants, during their stay, an accurate list of phone calls and visitors to the hotel.
4. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in an accident or hijacking.
5. In the event of any accident (as defined in Paragraph B.1.a. above) in any foreign country, if Inflight Service is granted access to the crash site, the Company will endeavor to include the MEC Safety, Health and Security Chairperson or AFA qualified designee among those granted access to the site. In such cases, if expedited documentation or transportation arrangements are made for Inflight Service, the Company will endeavor to obtain the same for the MEC Safety, Health and Security Chairperson or AFA qualified designee. The Company shall maintain a current list of Visa requirements of the countries served by scheduled Company flights and upon

request shall provide such list to the MEC Safety, Health and Security Chairperson.

### **C. Crew Member Physical Assault**

The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members. Upon request, the Company will meet with the MEC Safety, Health and Security Chairperson/AFA designee in an effort to resolve related problems.

### **D. Hostilities**

The Company will notify the MEC President or designee immediately upon receipt of information regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President or designee, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.

### **E. Access to Secure Areas**

The Company will attempt to secure a security badge(s) and customs hologram(s) for MEC and LEC Safety, Health and Security Chairpersons that grant access equal to that of Inflight Service management at their respective Domiciles for the exclusive purpose of dealing with health and safety incidents involving United Flight Attendants. Should the Company be unable to acquire such ID badge(s) in certain Domiciles, the Company will make every effort to ensure escort access to secure areas, such as Customs and Immigration, when health and safety incidents involving United Flight Attendants occur.

### **F. Joint Meetings**

The Company will provide flight pay loss to the MEC Safety, Health and Security Chairperson/AFA designee whenever her/his attendance at meetings concerning the safety, security and health of Flight Attendants is requested by the Corporate Safety Department.

### **G. Cabin Air Quality**

United Airlines will monitor aircraft environmental systems, and ensure these systems perform to FAA and appropriate air quality standards.

If Flight Attendants are scheduled to work an aircraft being operated with environmental systems which are deferred, they will be informed of the problem prior to its first flight and all flights thereafter, until the malfunction is repaired. Flight Attendant air

quality and environmental complaints will be acknowledged by the Company within two (2) business days, and a response will be provided to the Flight Attendant within ten (10) business days, with a copy to the MEC President/designee.

## **H. Communicable Diseases**

If the Center for Disease Control and Prevention or other national health agency of a country in which the Company operates flights notifies the Company that a Flight Attendant has been exposed to a reportable communicable disease during the course of her/his inflight duties, the Company shall promptly notify the Flight Attendant, her/his Local Council President and the MEC Safety, Health and Security Chairperson.

## SECTION 20

### MEDICAL EXAMINATIONS

**A.** A Flight Attendant shall not be required to submit to any Company medical examination in excess of one in any twelve month period. In the event that there are reasonable grounds to believe that a Flight Attendant's health or medical condition is impaired, the Flight Attendant may be required to submit to another medical examination. The Flight Attendant shall be notified in writing of such reasonable grounds.

1. Flight Attendants may be required to leave their home Domicile for medical examinations, and shall be provided with non-revenue positive space ("NRPS") transportation and shall be reimbursed for reasonable actual expenses and any flight time credit lost. Flight Attendants may elect to take their medical examinations on a layover, if desired.
2. Flight Attendants shall be given four (4) weeks written notice that regularly scheduled medical examinations are due. After such notice is given, Flight Attendants shall be given a sixty (60) day period in which to complete their medical examinations.

**B.** Company required medical examinations shall be performed by a Company doctor or by a doctor designated by Company Medical. Any examination required by the Company shall be paid for by the Company. Inoculations, vaccinations and x-rays required by public law as a condition of employment or continued employment as a Flight Attendant shall be paid for by the Company.

In the event of an examination performed by the Company's designated doctor, the Flight Attendant shall be furnished with a copy of the doctor's report.

**C.** All information contained in or related to a Flight Attendant's medical file shall be kept confidential and not released to anyone except by the Flight Attendant's specific written consent. When required by a court order or other legal requirement to release information, the Flight Attendant will be notified of such action.

**D.** Where a disagreement exists over a Flight Attendant's ability to work, a Flight Attendant, at her/his option, may have a review of the case. The request for such review must be made in writing to Company Medical within thirty (30) days of notice of the disputed decision by the Company's designated doctor. Such review will proceed in the following manner:

1. The Flight Attendant may employ a qualified doctor of her/his own choosing and at her/his own expense for the purpose of conducting a medical examination.
2. The employee will arrange for a report and recommendation of her/his personal doctor to be made in writing to Company Medical. This report must be made within forty (40) days of the disputed decision by the Company's designated doctor. The personal doctor will specify whether or not the Flight Attendant is considered medically fit to perform the duties outlined in the Flight Attendant job description. In the event both doctors reach the same conclusion as to fitness, no further review will be afforded.
3. In the event that the findings of the doctor chosen by the Flight Attendant shall disagree with the finding of the doctor designated by the Company and upon receipt of the attending doctor's report, Company Medical will advise the Flight Attendant's Base Director/Base Manager, the Flight Attendant and the Flight Attendant's LEC President that a disagreement exists.
4. If the Flight Attendant remains unwilling to accept the findings of the Company's designated doctor and wishes to pursue medical arbitration, she/he will so advise the Base Director/Base Manager in writing.
5. After consultation with WHQLR - Labor Relations, the Base Director/Base Manager will review the Section 20.D. procedures for medical arbitration with the Company's designated doctor.
6. Company Medical will promptly contact the Flight Attendant's personal doctor and the two shall, within fifteen (15) days, agree upon a disinterested third doctor to determine the Flight Attendant's fitness for work. With respect to cost, Company Medical and the Flight Attendant's personal doctor should consider that the fee for the neutral's examination is shared equally by the Company and the Flight Attendant.
7. When the neutral doctor has been selected, Company Medical will provide the neutral's name and address to the Base Director/Base Manager, the Flight Attendant, the MEC President and the Flight Attendant's LEC President, WHQLR-Labor Relations and the other two (2) doctors. Such written confirmation will be on a standard form letter, mutually agreed upon by the Company and the Union.
8. The neutral doctor's decision will not be made until:
  - a. The employee's complete medical file with respect to the illness/injury has been reviewed; and

- b. Appropriate examination has been accomplished; and
- c. Personal consultation with both the Company's designated doctor and the employee's personal doctor has been accomplished.

9. The neutral doctor will make a written report of his findings to Company Medical and the employee's personal doctor.

10. Company Medical will communicate the neutral's decision of fitness to the Base Director/Base Manager, the Flight Attendant, the MEC President, the Flight Attendant's LEC President, and WHQLR - Labor Relations. Return to work status, if appropriate, will be arranged without delay.

Throughout the process, the non-medical Company and Union participants should absolutely avoid any discussion pertaining to the actual or possible medical diagnosis and related matters. Medical confidentiality between the Flight Attendant and the doctors must be strictly maintained. The non-medical Company and Union officials are only to be concerned with whether the employee is ultimately judged medically fit to perform the work.

Inflight Service management will only deal with Company Medical on medical matters involving Flight Attendants. They will not deal directly with outside consultants, neutral doctors or a Flight Attendant's own doctor, except on administrative matters. In the event one of these outside doctors initiates a contact on a medical matter to a person in management, that doctor should be referred to Company Medical.

**E.** When a Flight Attendant is removed from flying status by the Company as a result of failure to pass the Company's medical examination and appeals such action under the provisions of this Section, she/he shall, if such action is proven to be unwarranted as provided in Paragraph D. of this Section, be paid for the time lost the difference between the amount which she/he would ordinarily have earned had she/he been continued on flight status during such period and the amount received from any other employment or unemployment compensation during the period removed from flight status.

## SECTION 21

### ALCOHOL AND DRUG TESTING

#### A. Alcohol and Drug Testing Procedures

All Flight Attendants are subject to testing for alcohol and drugs in accordance with FAA/DOT regulations and Company policy. The Company shall maintain compliance with all DOT and other government rules, regulations and statutes applicable to alcohol and drug testing. If any provision in this Section conflicts with such rules, regulations and statutes, the governmental requirements shall prevail.

##### 1. Types of testing

- a. Flight Attendants are subject to the following alcohol and drug testing under FAA/DOT regulations:
  - (1). Random
  - (2). Reasonable Cause/Reasonable Suspicion
  - (3). Post-Accident
  - (4). Return to Duty
  - (5). Follow Up
  - (6). Pre-Employment/Post Offer
- b. Flight Attendants are subject to alcohol and drug testing under Company policy in the circumstances listed below and shall only be tested for alcohol misuse or the illegal use of drugs. The Company may test for drugs or metabolites in addition to those for which it is testing under the policy as of July 12, 2013, but will not do so without providing prior notice and opportunity for the Union to meet and confer regarding such changes. The Company will not add additional drugs or metabolites to its testing for Flight Attendants unless they are added for all Company employees covered by the policy. The Company shall not impose alternate protocols or methodologies outside of those employed for FAA/DOT testing.
  - (1). Reasonable Cause/Reasonable Suspicion – as determined by contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the Flight Attendant.
  - (2). Post Mishap – applies when a Flight Attendant's performance either contributed to a mishap or cannot

be completely discounted as a contributing factor to the mishap. A mishap is an event resulting in physical damage to person, equipment or facilities.

- (3). Return to Duty – a Flight Attendant who has refused to submit to a drug test or has received a verified positive drug or alcohol test must submit to a return to duty test and receive a verified negative result before returning to work.
- (4). No Notice – A Flight Attendant who has returned to work following a refusal to test, a verified confirmed positive drug and/or alcohol test will be subject to unannounced no-notice testing.
- (5). Pre-Employment/Post Offer – a Flight Attendant who returns from an unpaid leave of absence of one hundred eighty (180) or more calendar days, or returns to work following thirty (30) days or more on furlough status must successfully complete a drug test.

## 2. Testing Procedures

The notification, collection, chain of custody, laboratory requirements and other procedures set forth in the FAA/DOT regulations shall apply to A.1.b. above. In addition, the following testing procedures will be observed:

- a. Direct observation. A Flight Attendant may be required to produce a specimen under direct observation when the collector has reason to believe the specimen contains an adulterant, when directed by the Medical Review Officer (MRO), Designated Employer Representative (DER), or Manager - Drug Abatement.
- b. All testing for alcohol and drugs will be subject to screening and confirmatory tests.
- c. For confirmed positive drug tests, before verifying the result, the MRO will make all reasonable attempts to contact the Flight Attendant to discuss the test result. Following the discussion with the Flight Attendant and/or any other appropriate inquiry, the MRO will determine whether to verify the test result. In the event that the MRO verifies the confirmed positive result, she/he will in addition to any other duties, refer the matter to United's DER.
- d. A Flight Attendant who has been notified that her/his drug test resulted in a verified confirmed positive finding may request a retest of the split portion of the specimen provided she/he does so within seventy-two (72) hours following such notification.

- e. The burden of proving inadvertent and/or unknowing ingestion of any illicit drug rests upon the Flight Attendant. She/he shall have five (5) days from notification of the test result by the MRO to prove her/his claim of inadvertent and/or unknowing ingestion to the Company.
- f. A Flight Attendant who receives a verified adulterated or substituted drug test result or who refuses or fails to cooperate in any drug or alcohol test as mandated by FAA/ DOT regulations, Company policy, or in any rehabilitation related testing, will be discharged with no opportunity for reinstatement or rehire.
- g. Refusal or failure to cooperate will be deemed to be a positive test. Refusal or failure to cooperate includes, but is not limited to: failing to appear for any test within a reasonable time after being directed to do so; failing to remain at the testing site until the testing process is complete; failing to provide a sufficient amount of breath for any alcohol test or sufficient amount of urine for a drug test required by this Section, and the MRO has determined that there was no adequate medical explanation for the failure; failing to undergo a medical examination or evaluation, as directed by the Company as part of the insufficient breath or urine procedures; failing to sign any required form or certification; or failing to cooperate with any part of the testing process.

## **B. Consequences of Positive Alcohol or Drug Tests**

- 1. Nothing in this Section shall preclude the application of corrective and progressive disciplinary processes to address violation(s) of other Company policies or misconduct by a Flight Attendant. Drug or alcohol use, abuse or dependency will not exonerate, excuse or mitigate a Flight Attendant's on-duty or off-duty misconduct or violation of other Company policies.
- 2. A Flight Attendant who uses alcohol within eight (8) hours of any scheduled duty shall be treated the same as a Flight Attendant who tested positive for alcohol.
- 3. A Flight Attendant who receives a positive test result for drugs or alcohol will be promptly removed from duty without pay, pending further investigation.
- 4. On the first such occasion, a Flight Attendant who receives a verified confirmed positive drug test or whose breath alcohol test indicates a concentration of .04 or above, will be given the following options:

- a. Voluntary resignation, without eligibility for rehire.
- b. Discharge for cause. However, a non-probationary Flight Attendant exercising this option will be conditionally reinstated and placed on unpaid medical leave with continuation of health and welfare benefits at active rates effective upon execution of a Last Chance Conditional Reinstatement Agreement (“LCCRA”), which will include, but not be limited to, the following terms and conditions as to medical evaluation, rehabilitation and treatment:
  - (1). The Flight Attendant will be referred to a United Substance Abuse Professional (SAP) to meet the DOT/FAA SAP requirements.
  - (2). If one is recommended, the Flight Attendant must successfully complete the course of rehabilitation (and/or treatment and/or education and/or any other program) recommended by the SAP, including all continuing terms and conditions attached to such program(s). The rehabilitation/treatment will be directed and facilitated by the SAP, but will be funded entirely by the Flight Attendant, except that she/he will not be precluded from using any insurance benefits to which she/he is otherwise entitled.
  - (3). The Flight Attendant must comply with all SAP recommendations. Upon completion of the SAP process, if the SAP recommends on-going monitoring or continued follow-up testing, the Flight Attendant will be referred to UAL’s EAP Director or Director’s designee. The Flight Attendant will execute written authorization(s) for release of all relevant medical information to UAL’s EAP (“EAP”).
  - (4). The Flight Attendant must execute and deliver to the EAP Director an undated letter of resignation to be used to terminate the Flight Attendant’s employment (or alternatively, the Flight Attendant will be deemed to have resigned) should she/he fail to satisfy any of the terms and conditions of UAL’s Anti-Drug and Alcohol Misuse Prevention policy or the terms and conditions of the LCCRA.
  - (5). Upon successful completion of the SAP process, the Flight Attendant will complete a return to duty drug and alcohol test and will be subject to any applicable DOT/FAA required follow-up testing.
  - (6). The Flight Attendant will be returned to the bid position to which she/he is otherwise entitled by the terms of

this Agreement, effective upon her/his release to duty. The Flight Attendant's continued employment will be conditional upon her/his compliance with all of the terms and conditions of the LCCRA.

- (7). The Flight Attendant will be solely responsible for ensuring that she/he is fully qualified and certified to perform her/his duties.
- (8). Once returned to duty, the Flight Attendant will be responsible for maintaining contact with the EAP manager on at least a monthly basis for the purpose of monitoring the Flight Attendant's progress for a period not to exceed sixty (60) months. Failure to maintain monthly contact with EAP or failure to cooperate with EAP will be considered a violation of the LCCRA and will result in termination of the Flight Attendant's employment.
- (9). During the rehabilitation/treatment period, any use of alcohol or illicit drugs will be considered a violation of the LCCRA. This includes mouthwash or other substances or medications that contain alcohol. The Flight Attendant is solely and strictly responsible for adherence to this express condition for her/his continuing employment. The Flight Attendant must inform EAP of any medication prescribed by her/his physician and obtain EAP's fully informed consent prior to using any medication that contains alcohol or narcotic drugs. The Flight Attendant expressly agrees that her/his use of any non-prescription medication or other substance that contains alcohol or illicit drugs which would violate the Company Anti-Drug and Alcohol Misuse Prevention Policy, EAP requirements and/or applicable provisions of the FAA/DOT regulations governing workplace drug and alcohol testing will be considered a violation of the LCCRA and will result in the termination of her/his employment.
- (10). The Flight Attendant will commit in writing to remain drug and alcohol free for the remainder of her/his career.
- (11). During the remainder of her/his career, should the Flight Attendant subsequently fail any drug and/or alcohol test the undated letter of resignation will be accepted by the Company, and her/his employment severed.
- (12). If the Flight Attendant fails to comply with the LCCRA, discharge will result, and her/his right to challenge such discharge through the grievance process will be waived. No grievance of the matter will be permitted.

5. A Flight Attendant whose breath alcohol test indicates a concentration from .02 to .039 will be referred to EAP for an initial assessment. Should EAP, in its sole discretion, determine that a medical evaluation and diagnosis of the Flight Attendant be conducted, the Flight Attendant will be placed on a mandatory referral to EAP subject to all requirements of EAP. Upon release by EAP to return to duty, the Flight Attendant will return to the bid position to which she/he is otherwise entitled by the terms of this Agreement as soon as reasonably possible. Contingent upon the Flight Attendant's full cooperation with EAP (and assuming there is no other disciplinary action pending), she/he will not be subject to discipline for violation of FAA/DOT regulations or Company alcohol and drug policies.

### **C. Voluntary Rehabilitation**

A Flight Attendant who has not been subject to a mandatory referral to EAP or who has not had a verified confirmed positive drug test result or a breath alcohol test indicating an alcohol concentration of 0.04 or greater, may voluntarily self-refer to United's EAP for assessment and/or rehabilitation and treatment. Such Flight Attendant will be entitled to use any accumulated sick leave to the extent needed to complete the rehabilitation program. Upon completion of the formal rehabilitation program and appropriate certification, the Flight Attendant will assume the bid position to which she/he is otherwise entitled by the terms of this Agreement.

### **D. Conduct Subject to Discharge**

A Flight Attendant who engages in prohibited alcohol or drug use while on duty or while performing safety-sensitive functions, or who receives a second positive test (either of which may be a verified confirmed positive drug test or alcohol test indicating a concentration of 0.04 or above), will be discharged for cause and will not be entitled to an opportunity for conditional reinstatement or rehire.

### **E. Duty Time and Pay**

1. For the purpose of FAA duty time and minimum rest regulations a Flight Attendant undergoing drug and/or alcohol testing will be deemed to be on duty until the testing collection process is completed.
2. When a Flight Attendant is required to provide a urine or breath specimen in order to comply with federally mandated random drug or alcohol testing programs, she/he shall be compensated in the amount of \$25.00.

3. A Flight Attendant shall not suffer loss of pay or credit as a result of a random drug/alcohol test that interferes with his/her schedule.
4. A Flight Attendant who is held out of service for a reasonable cause test that is negative shall receive full pay and credit for lost trips.

**F.** In the event the FAA approves a Human Intervention Motivation Study (HIMS) program applicable to Flight Attendants, the Company shall meet and confer with the Union regarding the possible implementation of the program.

## **SECTION 22**

### **PERSONNEL FILES**

#### **A. General**

1. Flight Attendant records shall be maintained by Company personnel/departments as designated by the Company.
2. Flight Attendants are responsible for updating Company-required information in their records.
3. The Company shall ensure that access to Flight Attendant records is limited to authorized persons. Records indicating the protected categories outlined in Section 3.S., Nondiscrimination, shall only be disclosed to the extent necessary for business purposes.
4. To the extent possible, the Company shall make an effort to convert all Flight Attendant records to electronic media, and to make an individual Flight Attendant's records accessible to her/him via electronic means.
5. Upon a Flight Attendant's request, the Company shall make the Flight Attendant's records available for inspection by her/him at a mutually agreeable time. With the Flight Attendant's written authorization, her/his Union representative or another designee (who shall be a Company employee) may conduct the inspection. Upon request, and to the extent possible, the Company shall provide a Flight Attendant with a hard copy of her/his records.

#### **B. Personnel Files**

1. The Company shall maintain a Flight Attendant's personnel file in the Flight Attendant's Base. Personnel files shall be maintained in a secure manner.
2. The Company shall not place an adverse document in a Flight Attendant's personnel file more than thirty (30) days following receipt by the Company. Prior to placing an adverse document in a Flight Attendant's personnel file, the Company shall notify her/him, and provide an opportunity to attach relevant comments.

#### **C. Complaints/Complimentary Letters**

1. When the Company receives a complimentary letter and the Flight Attendant who is the subject of the compliment is clearly identified, the Company will notify her/him and place the letter in her/his personnel file.

2. The Company shall not place a complaint report into a Flight Attendant's personnel file unless the following conditions are met:
  - a. The Flight Attendant who is the subject of the complaint is clearly identified; and
  - b. The report complains about events or matters over which the Flight Attendant had control; and
  - c. The Flight Attendant is notified of the complaint report, and provided an opportunity to review an original copy of the complaint and attach relevant comments; and
  - d. The name of the person writing such a report or letter is clearly identified.
3. All complimentary and complaint letters will be removed at the first opportunity from the Flight Attendant's file after a period of twelve (12) months of active service from the date of their receipt, provided there have been no other complaint letters during that period. In the event other complaint letters are received at any time during the twelve (12) months, the letters will be retained in the file until such time that there is a twelve (12) month period of active service with no complaint letters received. In the event discipline is imposed, the complaint letter(s) used as a basis for the discipline will remain in the Flight Attendant's personnel file for the duration of the discipline.

#### **D. Disciplinary Records**

1. The effective date of an Attendance Warning is the date of the triggering point occurrence. The effective date of a Performance Warning is the date of issuance of the Warning.
2. For attendance disciplinary actions, the following levels of discipline will remain in effect for the corresponding periods of time, unless the Flight Attendant is progressed to a higher level:

<b>Level of Discipline</b>	<b>Remains in Effect</b>
Attendance Warning 1	12 months of active service
Attendance Warning 2	12 months of active service
Attendance Warning 3	18 months of active service
Attendance Warning 4	24 months of active service
Discharge	

3. For performance disciplinary actions, the following levels of discipline will remain in effect for the corresponding periods of time, unless the Flight Attendant is progressed to a higher level:

<b>Level of Discipline</b>	<b>Remains in Effect</b>
Performance Warning 1	12 months of active service
Performance Warning 2	18 months of active service
Performance Warning 3	18 months of active service
Performance Warning 4	24 months of active service
Discharge	

- E.** Complimentary, complaint or disciplinary letters that are no longer in effect under the provisions of Paragraphs C. and D. above, will be considered to have expired. If a Flight Attendant requests that an expired letter(s) be removed from her/his personnel file, all expired letters will be removed and returned to the Flight Attendant.
- F.** The Company will consider any notations of non-disciplinary discussions regarding dependability or job performance as cleared from a Flight Attendant's record after a two (2) year period of active service from the date of issuance, provided that no disciplinary action or further notations have been issued during that period.

## SECTION 23

### INVESTIGATIONS & GRIEVANCES

#### A. Investigations

1. When the Company conducts an investigation which may lead to disciplinary action or discharge, the Flight Attendant shall be entitled to Union representation, if reasonably available (or representation by another employee if requested by the Flight Attendant), and an opportunity to present information relevant to the investigation.
2. In the event of any action or inaction by a Flight Attendant that may reasonably lead to discharge, the Flight Attendant shall be notified in writing of the precise charge or charges being investigated, the Flight Attendant's right to have a Union representative or other employee present during any meetings to discuss the charges, and the Flight Attendant's right to respond to the charge(s) and present information relevant to the investigation.
  - a. The Company shall schedule an investigatory meeting to be held within ten (10) days of the notification in writing. At the Flight Attendant's request, if necessary for the Flight Attendant to secure the presence of a Union representative, witnesses and information to respond to the charge(s), the meeting may be rescheduled. Except by mutual agreement, the meeting shall not be rescheduled to later than fifteen (15) days after the initial notification in writing.
3. Prior to any investigatory meeting, the Flight Attendant and Union representative shall be provided with copies of all documents, reports, statements or other information, including copies of scheduling audio tapes that the Company intends to use as a basis for questioning or disciplining a Flight Attendant.
4. At the outset of any investigatory meeting, the Company will verbally brief the Flight Attendant and the Union representative concerning the incident and charge(s) it is investigating. If, during the investigation, the Company becomes aware of other incidents or charges to be investigated, it will not be prevented from investigating and taking action it considers appropriate; provided, however, that the Company notifies the Flight Attendant and the Union representative of its investigation of such other incidents or charges.
5. A Flight Attendant may be held out of service (with pay, provided the Flight Attendant is otherwise qualified for duty) by the Company during its investigation of a matter which may

lead to discipline or discharge. Flight Attendants will not be withheld from service for a period longer than fourteen (14) days.

6. A Flight Attendant shall be notified of discipline or discharge decisions within fifteen (15) days after the initial investigatory meeting, unless mutually agreed otherwise. Written confirmation of discipline or discharge shall be issued within seven (7) days after the Flight Attendant is notified. A copy of all written discipline and discharge notices will be sent to the Local Union representative.
7. A Flight Attendant shall not normally be disciplined later than thirty (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 requests to postpone an investigatory meeting, or is on leave of absence, furlough or vacation of more than fourteen (14) days, during this thirty (30) day period, such thirty (30) day period may be extended by a period equal to the length of the meeting postponement, leave of absence, furlough or vacation.
8. A Flight Attendant who has passed the probationary period shall not be disciplined or discharged without just cause.
9. A Flight Attendant who is disciplined or discharged may challenge that decision by filing a grievance at Step 1, within thirty (30) days of notification of the decision, pursuant to Section C.1. below.

## **B. Grievance Representation**

1. The Union will be represented by properly designated Local Executive Council ("LEC") Presidents at each location on the system. LEC Presidents and their designees 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 1 level. The Union will advise the Senior Vice President, Inflight, in writing, of the individuals who serve as LEC Presidents. The Union will be further represented by the MEC President and/or her/his designee, who will be empowered to handle and settle grievances at all levels of the grievance procedure.
2. The Company will be represented at each location 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 this Agreement or Company Policy. The Company will advise the Union, in writing, of the individuals who serve as authorized officials. The Company will be further represented at the Senior Vice

President level for dealing with the MEC President or her/his designated representative. No Company employee directly involved in the matter which gave rise to the grievance will sit as hearing officer at any step.

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 MEC President and/or her/his designated representatives shall be permitted to enter any location on the Company's system where employees under this Agreement are located for the purpose of representing such employees upon prior notification to the Company at that location.
5. All grievance representatives will be allowed free 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. Grievance representatives will be allowed time off for purposes of investigating, presenting and adjusting grievances or to attend meetings provided for in this Agreement.

## **C. Grievance 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 thirty (30) days of the date the employee first knew or could reasonably be expected to have known of the grievance.

**Step 1:** Any employee having a complaint or grievance in connection with the application of this Agreement will discuss the matter with the immediate supervisor. If unable to secure satisfactory adjustment in this manner, the employee may present the grievance to the LEC President or her/his designees. If in the LEC President's/designee'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 name(s), specific Section of the Contract allegedly violated or in dispute, remedy sought, date discussed with the supervisor and the grievant's signature(s). The written grievance may be appealed to the Base Director/Manager who shall schedule a mutually agreeable hearing date in that Base within fourteen (14) days. The Base Director/Manager or her/his designee(s) will make themselves available to the Union's Base grievance representative(s) at least twice each calendar

month for the purpose of scheduling such first level hearings. Normally such hearing shall be held within thirty (30) days of the date the appeal was filed. A decision in writing shall be rendered not later than thirty (30) days (ten [10] days for discharge cases) following the hearing.

**Step 2:** If the decision at Step 1 is not satisfactory, the LEC President may refer the matter to the MEC President, who may appeal the matter to the Senior Vice President, Inflight or one designated representative who must be at least Director level. The appeal must be made in writing within thirty (30) days after the Step 1 decision. The grievance must be presented at a hearing within thirty (30) 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 thirty (30) days (ten [10] days for discharge cases) after adjournment of the hearing.

2. If the Step 2 decision is not satisfactory to the MEC President or her/his designee, then the matter may be appealed to the System Board of Adjustment as provided in Section 24. provided, however, that any case may be submitted by either party for discussion between the Company's Vice President, Labor Relations and the MEC President prior to being heard by the System Board.
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 the designated Company Vice President and the MEC President or her/his designee.
  - a. If a mutually satisfactory resolution of the matter is not reached within fourteen (14) days after the grievance is submitted, then the matter may be referred within seven (7) days to the President of the Company or her/his designated representative.
  - b. If a mutually satisfactory resolution of the matter is not reached pursuant to the above steps, then within fourteen (14) days of the Company's decision it may be appealed to the System Board of Adjustment in accordance with Section 24.
  - c. The Senior Vice President, Inflight and the MEC President or their designee(s) will meet twice each year, between March 1 and April 30, and between September 1 and October 30, for the purpose of attempting to settle all outstanding grievances then pending before the System

Board. For those cases which are not settled, a means and schedule for final resolution will be set. The settlement conferences shall be conducted at a mutually agreed location.

## **D. General**

1. An employee 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 hearing and meetings required in connection with a grievance. If any necessary employee is based at other than the location where the hearing or meeting is to be held then such employee will be furnished free PS5B 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.
5. In assessing discipline, the Company will consider the gravity of the offense, seniority, and work record of the employee.
6. 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.
7. 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.
8. An employee may elect to have legal counsel present only at the System Board of Adjustment, and only after having signed a Union representation waiver.
9. 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 employees be entitled to challenge discipline or discharges taken against them.

10. Any decision made during the grievance procedure which is not appealed within the time limits provided in the Agreement shall be final and binding, except by mutual agreement of the Company and the Union which will not be unreasonably withheld.
11. 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).

## **E. Non-Disciplinary Actions, Contract Matters & Company Policies**

In order to enable the processes set forth in this Section to resolve disputes pertaining to non-disciplinary actions, contract matters and Company policies quickly and effectively, the following procedures will be utilized.

### 1. Locally-based dispute resolution process

- a. A group of Flight Attendants or a Flight Attendant who has an issue concerning any action of the Company which affects her/him, except as may arise out of disciplinary action, and which the Flight Attendant(s) has not been able to resolve satisfactorily, may file a worksheet with the Union, setting forth the basis for the dispute within sixty (60) calendar days after the Flight Attendant(s) reasonably would have knowledge of the dispute.
- b. The Union shall review and evaluate every worksheet. If the Union determines that a worksheet reports a potentially valid claim, the Union shall file a Notice of Dispute ("NOD") with designated Company personnel within thirty (30) calendar days of receipt of the worksheet. A NOD will identify a dispute concerning an action by the Company, except as may arise from a disciplinary action.
- c. The filing of a NOD obligates the Company and Union to engage in local discussions, utilizing interest-based dispute resolution. Union and Company participants in these discussions will be trained in interest-based dispute resolution, and, to the maximum extent feasible, should bring relevant expertise to the NOD in terms of factual and subject-matter knowledge, and locale of work or representational assignment. The expectation is that the vast majority of NODs will be resolved during these discussions and within thirty (30) calendar days of filing.

d. Within thirty (30) calendar days after the filing of a NOD, the participants in the dispute resolution discussions shall resolve the NOD or, if those efforts are unsuccessful, file a NOD Submission to the Dispute Resolution Committee, described below. The NOD Submission shall be a document jointly prepared by the primary dispute resolution participants that, at a minimum, contains a complete statement of relevant undisputed and disputed facts, the issues in dispute, and the impediments to resolution.

## 2. Dispute Resolution Committee

- a. The Dispute Resolution Committee ("DRC") shall be composed of four (4) participants, two (2) appointed by the Union and two (2) by the Company. The mission and purpose of the DRC is to: 1) promote the prompt, effective and local resolution of disputes through the use of interest-based dispute resolution, and 2) preserve traditional arbitration primarily for the timely adjudication of discharge grievances and contractual disputes that have significant and widespread impact among Flight Attendants. The DRC shall meet at least twelve (12) times per year, but may meet more frequently if needed.
- b. With respect to any NOD Submission, the DRC is empowered to: 1) resolve the NOD in whole or in part; 2) remand the NOD, in whole or in part, to the first-level dispute resolution participants for further local resolution efforts; 3) assign the NOD, in whole or in part, to expedited arbitration; 4) assign the NOD, in whole or in part, to traditional arbitration; or 5) where none of the previous options appear appropriate, escalate the NOD to the MEC Grievance Chair and the Vice President Labor Relations, or their designee(s).
- c. The DRC shall make decisions by majority vote of the whole committee. The expectation is that NOD Submissions will be processed within sixty (60) days of receipt.

## 3. Expedited arbitration

Expedited arbitration is an abbreviated hearing before the UAL/AFA System Board of Adjustment that will be designated the Expedited Arbitration Board of Adjustment and that will be subject to rules and procedures jointly agreed to by the parties. Awards issued by an Expedited Arbitration Board of Adjustment panel will be final and binding, but will be without precedent and/or prejudice in regard to any other NOD, dispute, grievance, or System Board hearing.

#### 4. Bypass of the process

The MEC Grievance Chair or Vice President Labor Relations or her/his designee may decide that a NOD shall bypass the dispute resolution process contained herein where it is unlikely that that process will achieve a resolution, and proceed to Section 24 (System Board) of the Flight Attendant Agreement. This right shall be exercised only in cases of disputes having significant widespread impact on Flight Attendants and/or significant financial impact to the Company, and then only after a discussion between the MEC Grievance Chair and the Vice President Labor Relations or her/his designee.

#### 5. Non-precedent and non-prejudice

All resolutions of NODs shall be without precedent and prejudice in regard to any other NOD, dispute, grievance, or System Board of Adjustment hearing unless: 1) the resolution clearly states in writing that it is precedent-setting, and 2) the resolution is signed by the MEC President on behalf of the Union and the Vice President Labor Relations on behalf of the Company, or their designee(s).

#### 6. Duty to resolve dispute resolution problems

If the Union or the Company receives credible information to the effect that the local dispute resolution process is experiencing problems in a locale or department, the parties will in good faith evaluate the situation and, if a problem exists, take appropriate action. The DRC is authorized to report such problems.

7. The Union may bypass the process contained in this Paragraph E., Paragraphs 1 – 6, for grievances addressing a dispute over the system-wide application of the Agreement, by providing written notice from the MEC President to the Senior Vice President of Inflight Service in accordance with Paragraph C.3. of this Section.
8. A Flight Attendant's or a group of Flight Attendants' right to retrospective relief shall not exceed sixty (60) days, except when a grievance is filed pursuant to above Paragraph C.3., in which case retrospective relief shall not exceed one hundred twenty (120) days.

### **F. Attendance And Dependability Point Values**

1. A point system will apply to attendance and dependability occurrences as set forth herein. The following occurrences shall generate the following points:

## OCCURRENCE POINTS

### Illness/Injury:

Over 6 days.....	2
6 days or less, with no physician's note.....	2
6 days or less, with physician's note .....	1.5
Missed trip .....	3
Late boarding that delays a flight.....	2.5
Missed meeting or training.....	2
Late boarding, no flight delay.....	1.5
Late check-in .....	1

2. A “physician’s note” as used herein means a written notation from the Flight Attendant’s treating physician, or a physician affiliated with United Medical that contains:

- a. Date of illness or injury;
- b. Date of examination;
- c. Date of return to work; and
- d. Signature of the physician or physician’s designee on a document that contains, at a minimum, the physician’s printed name, work address and work telephone number.

On or before the Flight Attendant’s next scheduled pairing, the Flight Attendant must give the physician’s note to her/his supervisor, not to United Medical.

3. If a Flight Attendant incurs a missed trip and: 1) picks up a pairing that departs on the same day as the missed pairing, and 2) secures the assignment while physically present at the departure airport of the missed pairing, the point assessment will be 2.5, not 3.
4. Occupational injury or illness occurrences, except when the occupational injury/illness is covered by Section 13.B.3., will generate points as set forth in above Paragraph F.1., but will not trigger new or escalated discipline.
5. Special circumstances will be handled on an individual basis at the sole discretion of the Company.
6. Time off pursuant to the Agreement and/or Company policy is exempt from point assessment.
7. The method of notifying a Flight Attendant of a point generating occurrence other than an injury/illness absence shall be by electronic notice to the Flight Attendant. Injury/illness absences and related points shall be posted to a Flight Attendant’s Work History without notice to the Flight Attendant.

8. It shall be the responsibility of the Flight Attendant to know the status of her/his point accumulation. Upon request, the Company shall provide to the Flight Attendant her/his current point status electronically or on paper pursuant to Section 3.J. of the Agreement. A Flight Attendant is at all times free to contact her/his supervisor regarding point accumulation or assessment.
9. Points will accumulate for occurrences even if Attendance Warnings or notices of point-generating occurrences have not been sent or received.
10. If a point(s) assessment is deemed unjustified in whole or in part, the Company shall correct the record and adjust any discipline imposed as a consequence of the unjustified point assessment.
11. Unless a Flight Attendant is in Attendance Track discipline, points will be deducted from the Flight Attendant's accumulated point total twelve (12) months after the occurrence for which the points were assessed.

## **G. Progressive Discipline**

1. Progressive discipline under the Working Together Guidelines shall operate on two (2) separate tracks, an Attendance Track and a Performance Track for all Working Together Guidelines violations subject to progressive discipline. These two (2) tracks merge as set forth below in Paragraph G.3. The Attendance Track shall operate as follows:

- a. Attendance Track progressive discipline steps:

Attendance Warning 1: A Flight Attendant will be assessed an Attendance Warning 1 if she/he accumulates 6 or more points in a rolling 12-month period. The Warning 1 will remain in effect for 12 months of active service at which time it will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 2.

Attendance Warning 2: A Flight Attendant will be assessed an Attendance Warning 2 if she/he accumulates 12 or more points. Points that triggered the Attendance Warning 1 count toward this 12-point threshold. The Attendance Warning 2 will remain in effect for 12 months of active service at which time Attendance Warnings 1 and 2 will be cleared from the record unless the Flight Attendant progresses to Attendance Warning 3.

Attendance Warning 3: A Flight Attendant will be assessed an Attendance Warning 3 if she/he accumulates 18 or

more points. Points that triggered the Attendance Warnings 1-2 count toward this 18-point threshold. The Attendance Warning 3 will remain in effect for 18 months of active service at which time the Attendance Warnings 1-3 will be cleared from the record unless the Flight Attendant progresses to an Attendance Warning 4.

Attendance Warning 4: A Flight Attendant will be assessed an Attendance Warning 4 if she/he accumulates 24 or more points. Points that triggered the Attendance Warnings 1-3 count toward this 24-point threshold. The Attendance Warning 4 will remain in effect for 24 months of active service at which time Attendance Warnings 1-4 will be cleared from the record unless the Flight Attendant progresses to Discharge.

Discharge: A Flight Attendant will be subject to discharge if she/he accumulates 30 or more points. Points that triggered the Attendance Warnings 1 – 4 count toward this 30-point threshold. Section 23.C. applies to discharges.

- b. Attendance Warnings shall be effective upon the date the triggering points occurred, not the date of issuance of the Attendance Warning.
- c. A Flight Attendant whose Attendance Track discipline expires shall exit the Attendance Track with zero points.

2. The Performance Track applies to all progressive discipline issued pursuant to certain Working Guidelines and Company policies and procedures except for those covered under the Attendance Track. The Performance Track shall be as follows:

- a. Performance Track progressive discipline:

Performance Warning 1: Duration of 12 months of active service from the date of issuance unless progressed to a higher level.

Performance Warning 2: Duration of 18 months of active service from date of issuance unless progressed to a higher level.

Performance Warning 3: Duration of 18 months of active service from date of issuance unless progressed to a higher level.

Performance Warning 4: Duration of 24 months of active service from date of issuance unless progressed to Discharge.

- b. The Union's agreement to the Performance Track shall not be construed as agreement with the application of the Working Together Guidelines in any individual case.
- 3. A Flight Attendant cannot simultaneously be on an Attendance Warning 4 and a Performance Warning 4. If an occurrence, event or combination of occurrences and/or events would result in a combined Attendance Warning 4 and Performance Warning 4, that occurrence, event and/or combination of events instead triggers a discharge investigation.

## **H. Disciplinary Letters, Disciplinary Suspensions and Discharges**

In order to enable the processes set forth in this Section of the Flight Attendant Agreement to resolve disputes pertaining to discipline and discharge, the following procedures will be utilized.

### **1. Discipline Not Involving Discharge**

- a. For both Attendance Track and Performance Track discipline, the Company shall notify a Flight Attendant by issuing disciplinary Warnings in compliance with Section 23.G. above. An electronic copy of Warning(s) will be sent to the Flight Attendant's corporate email address. Upon a Flight Attendant request, a Warning also will be sent by first-class U.S. Mail or the foreign equivalent thereof to the Flight Attendant's address of record. The Company is not required to copy the Union on Attendance Warnings.
- b. The effective date of the Attendance Warning is the date of the triggering point occurrence. The effective date of the Performance Warnings is the date of issuance of the Warning.
- c. Pursuant to Section 23.C.1., Step 1, above, a Flight Attendant may request a review of any Warning; the Union may request such a review on behalf of the Flight Attendant only if the Flight Attendant specifically so requests. A Warning that is not timely challenged in the form of a request for review is final and is not subject to later appeal, challenge or review. The thirty (30) day deadline for requesting review is triggered by the date of the Warning.
- d. The Section 23.C.1., Step 1, hearing shall be a conference between the Manager Onboard Service and/or designee, the supervisor, the Flight Attendant and Association representative and/or witnesses as applicable. With respect to this meeting:
  - (1). Formal rules of evidence and procedure will not apply.

- (2). Any party may bring to the hearing documents or other evidence, although this is not required.
- (3). The management representative and the Union representative will be trained in interest-based dispute resolution.
- (4). The parties are encouraged to candidly discuss the merits of the Warning.

- e. The Base Director/Manager or designee will record the result of the hearing on a jointly-created template document, but will not have to issue a written explanation. This result will be distributed in accordance with Section 23.C.1., Step 1.
- f. Where a hearing results in a Warning being sustained in whole or in part, all arguments are preserved; however, the matter cannot be appealed to the System Board of Adjustment unless the Flight Attendant is later discharged, and then only if the Warning is active at the time of the discharge.
- g. Notwithstanding the above Paragraph f., in extraordinary circumstances, the Union, but not an individual Flight Attendant, may refer the outcome of the Section 23.C.1., Step 1 hearing to Section 23.C.1., Step 2. If this meeting does not resolve the matter to the satisfaction of the Union, the Union may within fifteen (15) calendar days of the conclusion of the meeting appeal the decision to the System Board of Adjustment. By mutual agreement of the Company and the Union, the parties may assign the dispute to Expedited Arbitration.

## 2. Discharge

In the event of any alleged action or inaction by a Flight Attendant, which in the opinion of the Company may result in discharge, Section 23.C. shall apply.

3. All settlements of Attendance Warnings, charges, point assessments, and/or potential discharge or discipline shall be without precedent and prejudice in regard to any other dispute, grievance, or System Board of Adjustment hearing unless: (i) the settlement clearly states in writing that it is precedent-setting, and (ii) the settlement is signed by the MEC President on behalf of the Union and the Managing Director Labor Relations on behalf of the Company.

## **SECTION 24**

### **SYSTEM BOARD OF ADJUSTMENT**

#### **A. Establishment of Board**

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 thereto, and which are properly submitted to it after all steps for settling disputes and grievances as set forth in Section 23 have been exhausted.

#### **B. Membership**

1. The System Board of Adjustment shall consist of three (3) members, one selected by the Company, one selected by the Union, and a neutral arbitrator selected from a panel of at least eleven (11) arbitrators, such panel to be hereafter agreed to by the parties hereto as specified in Paragraph E. below. By mutual agreement of the parties, the services of one of the arbitrators on said panel may be requested immediately for any case appealed to the Board.
2. Notwithstanding Paragraph B.1. above, on a case by case basis of particular importance, with the mutual consent of the parties which shall not be unreasonably withheld, the System Board of Adjustment may consist of five (5) members, consisting of the neutral arbitrator and two (2) selected by the Union and two (2) selected by the Company.

#### **C. Jurisdiction**

The Board shall have jurisdiction over disputes between any employee or the Union and the Company and between the Company and the Union or any employee growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any amendment thereto.

#### **D. Consideration of Disputes**

The Board shall consider any dispute properly submitted to it by an employee covered by this Agreement, by the President of the Union or by the Senior Vice President, Inflight, of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement, provided that the dispute is filed with the Board within thirty (30) days after the

procedure provided for in Section 23 of this Agreement has been exhausted. If a dispute is not filed within such time, the action of the Company or Union shall become final and binding.

## **E. Selection of Arbitrators**

1. The Parties shall name a panel of at least eleven potential referees for the purpose of disposing of cases in deadlock before the Flight Attendant System Board of Adjustment and establish a procedure for filling vacancies on the panel and for selection of a referee therefrom within sixty (60) days of reaching an agreement.

### 2. Provisions of Referees

The parties hereto shall jointly notify all members of the panel, original selectees or their replacement, of their selection, informing them of the nature of their duties, the parties to the Agreement and shall inquire and obtain their consent to serve as such panel member and shall also ascertain the fees and charges of such panel member, and such panel members shall not be considered eligible as panel members until their fees and charges are approved by the parties hereto.

3. The parties shall agree, if necessary, to renegotiate the panel of arbitrators on a yearly basis. The negotiations will occur and conclude during the first week of September. The panel will remain intact for one calendar year, provided that any member who is then acting as an arbitrator in any case or cases pending before the System Board of Adjustment at the end of a calendar year and is subsequently removed from the panel, shall be permitted to serve until the completion of such case or cases. During the calendar year either party may remove an arbitrator from the panel with notice to the other party, with the understanding that the arbitrator shall be permitted to conclude any outstanding case(s).

4. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.

## **F. Schedule of Hearing Dates**

1. Cases shall be scheduled for hearing on eighty (80) days during the System Board calendar year. The hearings shall be scheduled during one week each month for a total of sixty (60) days. The additional twenty (20) days of hearings shall be scheduled during the year, five (5) days per quarter as agreed to by the parties. System Board hearings shall be held at the Company's headquarters, unless otherwise agreed by the Board. If a scheduled arbitration or mediation day(s) is

cancelled or postponed unilaterally, without good cause or settlement of the grievance(s), and before the hearing or mediation begins, the non-cancelling party shall have the right to require the same number of arbitration or mediation days, as applicable, be restored in the same System Board calendar year, to the extent practicable.

2. Not less than sixty (60) days prior to the desired hearing date, the Union shall notify the Company of the grievance to be heard. Designation of the case to be heard shall be subject to Company concurrence, which shall not be unreasonably withheld. If the parties are unable to agree upon the scheduling of cases, the matter will be referred to the MEC President and the Vice President, Labor Relations, of the Company for resolution. If the parties are still unable to agree upon a schedule of cases, the parties shall schedule cases on an alternating basis, with the Union selecting a case from the docket for the first date and the Company selecting the case for the next date and so forth.
3. The time limits specified may be extended (modified) by mutual agreement of the parties to this Agreement.

## **G. Submissions**

All disputes properly referred to the Board for consideration shall include a copy of all papers and exhibits and shall be served on the other party. Each case submitted shall show:

1. Question or questions at issue.
2. Statement of facts.
3. Position of employee or employees.
4. Position of Company.

When possible, joint submissions should be made, but if the parties are unable to agree with a joint submission then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeal provisions of this Agreement.

## **H. Representatives/Witnesses**

1. Employees covered by this Agreement may be represented at Board hearings by such person(s) as they may choose and designate and the Company may be represented by such person(s) as it may choose and designate. Evidence may be presented either orally or in writing or both. Any witness testifying orally or by deposition may be required to testify under oath at the request of either party.

2. On request of individual members of the Board, the Board may, by majority vote, or shall at the request of either the Union members or the Company members thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group of members constituting the Board.
3. The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.
4. Either party may make written request to the Board for the privilege of presenting additional witnesses or documentary evidence, and the Board, with the referee, may at their discretion, permit such presentations. The decision of the Board shall be rendered within ten (10) days after consideration and review or after the close of any further hearing, and a majority vote of the members of the Board, including the referee, shall be necessary to reach such decision, which shall be final and binding upon the parties hereto.

#### **I. Majority Rule**

A majority vote of all members of the Board shall be competent to make a decision.

#### **J. Effect of Decisions**

Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties thereto.

#### **K. Rights under Railway Labor Act**

Nothing herein shall be construed to limit, restrict, or abridge the right or privileges accorded either to the employees or to the Company, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

#### **L. Maintenance of Records**

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

#### **M. Arbitrators Expenses**

The expenses and reasonable compensation of the referee arbitrator selected as provided herein shall be borne equally by the parties hereto.

## **N. Board Members Expenses**

Each party will assume the compensation, travel expense and other expenses of the Board members selected by it.

## **O. Witness Expenses**

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/retirees of the Company shall receive free contingent air transportation on the Company's system from the point of duty, or assignment, or home to the point at which they must appear as witnesses and return, to the extent permitted by law.

## **P. Joint Expenses**

The Board shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board and such expenses shall be borne one-half (1/2) by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members. Board members shall be furnished non-revenue positive space (NRPS) transportation on the Company's system for the purpose of attending meetings of the Board.

## **Q. Independence of Board Members**

It is understood and agreed that each and every Board member shall be free to discharge her/his duty in an independent manner, without fear that 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

## SECTION 25

### UNIFORMS

- A.** Flight Attendants shall wear their uniform as prescribed in Company regulations at all times while on duty as a member of the crew and such other times as may be prescribed.
- B.** Newly employed Flight Attendants shall be required to purchase their first basic uniform and accessories. Such purchase may be made either on a cash basis or an authorized payroll deduction basis not to exceed 5.0% of the total cost of said uniform and accessories per month. The Company will provide a non-wool uniform to newly employed Flight Attendants with wool allergies on the same cost basis as newly employed Flight Attendants using wool uniforms.

#### **C. Uniforms**

1. The female Flight Attendant uniform shall consist of the following items or their equivalent:

- a. Female Flight Attendant basic uniform:

- Skirt/jacket/jumper/dress/pants
- Two (2) hats or one (1) scarf
- One (1) winter coat or an all-season coat
- Five (5) blouses or equivalent
- Maternity skirt/jacket/jumper/dress/pants on request and as appropriate

- b. Female Flight Attendant accessories:

- Footwear and boots
- Gloves
- Hosiery
- Garment bag
- Small suitcase
- Large suitcase
- Purse

2. The male Flight Attendant uniform shall consist of the following items or their equivalent:

- a. Male Flight Attendant basic uniform:

- Jacket and trousers

- One (1) winter coat or an all-season coat
- Five (5) shirts or equivalent
- Two (2) ties/tie tac

b. Male Flight Attendant accessories:

- Footwear and boots
- Small suitcase
- Gloves
- Garment bag
- Hosiery
- Large suitcase

- 3. The Company shall provide the same selection of coats for both males and females. The Flight Attendant basic uniform winter coat shall provide at least the same level of protection as the 2009 Melton wool optional coat. If an optional coat is made available, it shall be made available within the yearly point allotment.
- 4. The Company shall provide non-wool uniforms for Flight Attendants with wool allergies.
- 5. Flight Attendants on a leave of absence, voluntary furlough or involuntary furlough will receive uniform points upon their return based on the following:
  - a. All unused uniform points on the effective date of one of the above referenced statuses will be made available to her/him upon her/his return;
  - b. Any uniform points accrued prior to the effective date of any of the above referenced statuses for use in the following year will be available upon return;
  - c. The combination of unused and accrued points will not exceed the yearly maximum points accrued by a Flight Attendant who is not on any of the above statuses;
  - d. Consistent with current policy, points will not be accrued while on any of the above referenced statuses.

**D. Replacements**

- 1. The Company shall replace all basic uniform items (utilizing annual point allotment) and one (1) of the following accessory items, when necessary due to normal wear at no cost to the Flight Attendant. The Flight Attendant may choose which of the following accessory items shall be the no cost item.

Female items:  
Garment bag  
Small suitcase  
Large suitcase  
Purse

Male items:  
Garment bag  
Small suitcase  
Large suitcase

2. The replacement of all other accessory items due to normal wear shall be the responsibility of each Flight Attendant. The replacement of all other accessories shall be paid for by the Flight Attendant on a cash basis or by credit card if the vendor accepts credit cards. Only if the vendor does not accept credit cards shall the use of payroll deduction be authorized by the Company and will be limited to purchases of \$50.00 or more.
3. The Company shall determine when replacements of any uniform or accessory items are required.
4. If a Flight Attendant's employment is terminated and a replacement item has less than one season's wear or six (6) months if a year round uniform, the Flight Attendant will be required to purchase the Company's equity at 60% of the original cost on a prorated basis for use.

#### **E. Style Change**

In the case of a major uniform style change, the Company shall replace all uniform items, the purse and the suitcase at no cost to the Flight Attendant. This does not apply to new pieces that the Flight Attendant is not required to obtain. If a uniform style change does not include a style change in purse or suitcase, no replacement will be required except as defined in Paragraph D.

#### **F. Insignia**

The Company shall furnish insignia (wings) required to be worn by the Flight Attendant and, shall replace the insignia when necessary due to normal wear. Flight Attendants may remove their name insignia when off the aircraft.

#### **G. Alterations**

The Company shall bear the cost of all approved alterations required to properly fit a Flight Attendant in a new uniform or resulting from a Company required style change in the uniform. Such alterations must be requested by the Flight Attendant within one month of uniform use. Cost of alterations requested by the Company or resultant from defects in the material, shall be borne

by the Company. Alteration costs or the purchase of a new uniform or parts thereof due to weight adjustment shall be borne by the Flight Attendant.

## **H. Fittings**

When the style change requires a uniform fitting, the Company shall make every effort to assure that each Flight Attendant shall make no more than two (2) visits to the approved tailor. If a Flight Attendant is required to make more than two (2) visits to the approved tailor, such Flight Attendant shall receive per mile expenses at the rate established by Company policy, for mileage to and from the Domicile and the approved tailor.

## **I. Other Personnel Attire**

The Company agrees that any personnel other than Flight Attendants on the System Seniority List, with the exception of Company employees covered under Section 3.M., will be attired in something distinctly different than the Flight Attendant uniform except as provided below.

<b>FEMALE</b>		<b>MALE</b>	
<b>ALLOWED</b>	<b>DISALLOWED</b>	<b>ALLOWED</b>	<b>DISALLOWED</b>
Skirt	Jacket	Trouser	Jacket
Pants	Jumper	Top Coat	Shirt
Top Coat	Dress	All Season Coat	Ties
All Season Coat	Hats	Tie Tac	Vest
Maternity Skirt	Scarf	Footwear	Sweater
Maternity Pants	Blouses	Boots	Wings/Insignia
Footwear	Maternity Jacket	Small Suitcase	Inflight Attire
Boots	Maternity Dress	Gloves	Name Bar
Hosiery	Wings/Insignia	Garment Bag	
Garment Bag	Inflight Attire	Hosiery	
Small Suitcase	Name Bar	Large Suitcase	
Large Suitcase	Vests	Belt	
Purse	Sweaters		
Pants Belt	Dress Belt		

## **J. Optional Uniform Items**

If the Company makes optional uniform items available for purchase by Flight Attendants, the purchase shall be paid for on a cash basis, by credit card or with uniform points.

## **K. Inflight Attire**

Should the Company require any special inflight attire, the Company shall provide such inflight attire at no cost to the Flight Attendant.

## SECTION 26

### MOVING EXPENSES

#### A. Qualifying for Expenses

The moving expenses set forth in this Section shall be paid to Flight Attendants who are required by the Company to change geographical location as a result of the following:

1. Involuntary transfers, which include any transfer due to the closing of a Base, a transfer to another geographic location at Company request due to a surplus in the Base, and when a Flight Attendant is recalled to a Base other than the one from which furloughed.
2. All transfers awarded to a newly opened Base for a period of six (6) months following the date the Base is opened.

#### B. Allowable Expenses

Moving expenses for Paragraphs A.1. and 2. above shall be in accordance with this Section and Company regulations, including the following:

1. Free contingent air transportation (may be substituted by any other form of transportation when air transportation is not available).
2. Shipping of personal effects and household effects:

A Flight Attendant shall be allowed moving expenses connected with the shipping of personal effects and household effects if accomplished within twelve (12) months of the effective date of the new assignment. Notwithstanding Section 17.H.1., Flight Attendants transferred in accordance with Paragraphs A.1. and 2. above shall be allowed to use the three (3) days allowed for settling at any time during this twelve (12) month period, except that such time may be delayed by the Company for not more than seven (7) days according to the needs of the service.

3. Mileage allowance for up to two (2) cars shall be provided in accordance with Company policy.
4. Storage of household effects.
5. En route expenses.
6. House-hunting expenses.
7. Temporary living expenses.

### **C. Expense Claims**

All such expenses shall be claimed on forms as outlined in Company regulations, shall be supported by receipts, and must be submitted within thirty (30) days after incurring the expenses or within thirty (30) days after the Flight Attendant receives the billing from the moving concern.

### **D. Informational Booklet**

Any Flight Attendant so affected shall be furnished a copy of the Company's "Transfer and Moving Expense Information" booklet for non-management employees transferring at Company request.

## SECTION 27

### MISSING, INTERNED, HOSTAGE OR PRISONER OF WAR

#### A. Covered Period and Compensation

1. A Flight Attendant shall be entitled to continued compensation during a Covered Period equal to her/his rate of pay, including overrides and premiums, times the average monthly hours paid for active months during the twelve (12) months preceding the event, plus amounts due under the Company's on-time performance program, the Profit Sharing Plan, or other similar plans and programs. If a new hire Flight Attendant has no hours in the twelve (12) prior months, compensation shall be at her/his rate of pay, including overrides and premiums, times the monthly guarantee.
2. A Covered Period means any time a Flight Attendant is involuntarily missing, involuntarily and wrongfully detained, or taken prisoner of war, in each case while on a pairing or performing official duties for the Company.
3. Compensation shall be provided to the most recent beneficiary(ies) designated by the Flight Attendant. If no beneficiaries have been designated, the Company shall pay the compensation to the Flight Attendant upon her/his release or, if death has been legally determined, to the legal representative of the Flight Attendant's estate.
4. The Company shall be entitled to recover any amount paid pursuant to this Section for any period when the Flight Attendant is not involuntarily missing, involuntarily and wrongfully detained, or taken prisoner of war, in each case while on a pairing or performing official duties for the Company.
5. The Company, in conjunction with the Union, shall take all actions that are reasonable in the circumstances to secure the release of the Flight Attendant during a Covered Period.

#### B. Continuation of Benefits

1. During a Covered Period the Flight Attendant shall be regarded as if she/he is an active employee to the extent reasonably possible. For example, pass travel and current health and welfare elections for the Flight Attendant's dependents shall be continued.
2. Compensation and accrual of vacation and sick leave shall continue during Covered Periods until the Flight Attendant is released or death is legally established. All vacation accrued during Covered Periods shall be made available to the Flight

Attendant upon her/his return or paid to her/his beneficiary(ies) when death is legally established.

3. When a Flight Attendant has been missing for twelve (12) months, the Company shall aid the beneficiary in obtaining legal proof in order that death benefits under Company plans can be paid, consistent with applicable law. In no event shall more than one (1) death benefit be paid per Flight Attendant.

### **C. Seniority**

Flight Attendant shall maintain and continue to accrue seniority and longevity for all Covered Periods.

## SECTION 28

### COMMUTER PROGRAM

**A.** This Section establishes standards for managing Flight Attendant attendance when certain unavoidable circumstances preclude Flight Attendants from reporting as scheduled. While all concerned are required to conduct themselves with reasonableness, prudence, and good judgment, the obligation and responsibility to report for work as scheduled remains that of each Flight Attendant.

**B.** This Section governs circumstances in which Flight Attendants are unable to report for scheduled assignments due to any of the following:

1. Unforecasted severe weather conditions or other natural disasters (i.e., blizzards, hurricanes, earthquakes, and other similar events), or
2. Hazardous or impassable roads resulting from severe weather, accidents, or natural disasters, or
3. Mechanical problems while on the way to work, or
4. Unexpected airport disruption(s) or closures, or
  - a. Flight Attendants who commute by automobile, bus, train, or public surface transportation will be afforded the same privileges contained in this Section for unforeseen events related to severe unforecasted weather conditions or natural disasters which render roads hazardous or impassable, or enroute mechanical problems, provided that they call their Inflight Duty Office as soon as the unforeseen event becomes known and it appears she/he will not make it to the airport to arrive at her/his Domicile in time for her/his scheduled report (e.g., road accident, mechanical breakdown, severe weather). Flight Attendants are expected to exercise prudent judgment and planning regarding checking load factors, flight availability, forecast weather, traffic reports, and otherwise generally “planning ahead” to avoid commuting problems. For example, it is not sufficient to utilize a flight(s) whose arrival/departure time is likely to be adversely impacted by forecasted weather events.
  - b. A Flight Attendant commuting by air, must exercise good judgment and exert every reasonable effort to report for work, including having the legitimate reasonable potential to commute on either of at least two (2) flights listed through the Company’s employee reservations systems, so long as

such seats are controlled by the Company (i.e., twenty-four [24] hours prior to the first flight's departure time both flights must be under authorization as displayed on the Company's employee reservations systems, including accounting for non-revenue space available travelers that are listed and have either a higher boarding priority or greater seniority than the Flight Attendant), that are scheduled to arrive at her/his Domicile or the point of her/his duty assignment at least one hour (1:00) prior to her/his report time for such assignment.

- c. Upon actual assignment, a jumpseat(s) (Mainline and United Express) is considered an available seat for commuting purposes.
- C.** This Section applies to Flight Attendants whose mode(s) of transportation to report for work are rendered unavailable by any of the conditions in Paragraph B. only if there are no other reasonable alternative means of timely reporting for their scheduled assignments. A Flight Attendant may utilize two (2) or more airports in proximity to each other for purposes of satisfying the two (2) flights requirement of this Section (e.g., one (1) flight from Tampa, one (1) flight from Orlando, or one (1) flight from Sarasota) as long as the scheduled departure times between the two (2) flights reasonably allow the Flight Attendant to travel by surface transportation (i.e., automobile, bus, train or taxi) from one (1) airport to the other and physically check in at the gate in time for the scheduled departure of each flight. The commuting Flight Attendant must be at the gate and have checked in for the flights(s) to be utilized for purposes of this Section.
- D.** This Section 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.
- E.** When an unforeseen event takes place (e.g., no available seat, weight restriction, delay or cancellation due to unforeseen significant weather at the intended airport of departure or arrival, ATC or aircraft maintenance), affecting the Flight Attendant's first commuting flight, she/he must immediately contact Crew Scheduling. A Flight Attendant commuting by air will notify Crew Scheduling that she/he will be utilizing the back-up flight immediately upon discovering that she/he is unable to commute using the primary flight, regardless of the reason for such inability. She/he shall also recontact Crew Scheduling immediately upon discovering that she/he will be unable to commute on her/his back-up flight. In the case where a Flight Attendant is physically onboard her/his first or back-up flight and the flight diverts in route, the Flight Attendant shall call Crew Scheduling as soon as

she/he can make a telephone call. Upon notification to Crew Scheduling, the Flight Attendant shall continue on to her/his Base if possible, unless released by Crew Scheduling/Coordination. Upon arrival at her/his Base, the Flight Attendant shall promptly contact Crew Scheduling/Coordination to advise them that she/he is there. She/he will be subject to assignment, as follows:

1. She/he may be directed to report to her/his original pairing or to a portion of the original pairing, joining it at a later point; or
2. She/he may be assigned a substitute pairing scheduled to fly on the same days as the original pairing; or
3. She/he may be assigned a substitute pairing which begins on any day following the start of the original pairing, as follows:
  - a. For domestic pairings, the substitute pairing may not be scheduled to end later than noon on the calendar day following the day on which the original pairing was scheduled to end. The Flight Attendant may advise the Company that she/he does not want to be assigned to a pairing scheduled to terminate the day after the original pairing was scheduled to terminate. In such cases, the Flight Attendant will not be entitled to a hotel room under Paragraph E.5., and she/he will still be subject to assignment under Paragraphs E.1., E.2. and E.4.
  - b. For international pairings, the substitute pairing may not be scheduled to end later than the calendar day following the day on which the original pairing was scheduled to end.
  - c. A Flight Attendant whose assigned substitute pairing is scheduled to end on the calendar day following the day on which the original pairing was scheduled to end will not be entitled to have that day off restored.
4. She/he may be given any other substitute assignment which is mutually agreeable to the Flight Attendant and Crew Scheduling; and
5. Except as provided in Paragraph 3.a., if requested by the Flight Attendant, the Company will provide a hotel room for a Lineholder Flight Attendant who commutes by air and who is in compliance with this Section if the Lineholder receives no immediate assignment or receives an assignment with a report time more than five (5) hours after the Flight Attendant arrives at her/his Base. The Company shall not be obligated to provide more than the number of nights in a hotel than would otherwise have been provided on the Flight Attendant's original pairing.

- F.** A Flight Attendant given an assignment pursuant to Paragraph E. will be compensated as if the original assignment had never occurred, and the substitute assignment had in fact been her/his original assignment. If no substitute assignment is given, the original assignment shall be treated as a personal drop, and the Flight Attendant shall receive no pay or credit relating to it.
- G.** This Section shall be applicable to all Flight Attendants, whether Lineholders or Reserves.
- H.** Upon request, Flight Attendants shall be responsible for providing documentation required by the Company to establish their compliance with the terms of this Section.
- I.** Nothing in this Section shall be construed to limit or abridge the Company's existing rights to make assignments/reassignments as necessary, and consistent with the Collective Bargaining Agreement to protect the operational integrity of the schedule.
- J.** A Flight Attendant who is unable to meet her/his scheduled report time as a direct result of any of the circumstances listed in Paragraph B., and who has complied fully with all of the terms of this Section shall be considered to have an authorized absence without pay, and shall not be subject to discipline (assessed points) as result of her/his inability to report, unless such inability occurs repeatedly. The parties have intentionally not specified a precise number of instances that will be afforded the protections of this Section. Each invocation of this Section will be considered an independent event and judged on its own unique circumstances, however repeated invocations of this Section may be considered in evaluations of a Flight Attendant's overall attendance/reliability.

## SECTION 29

### BENEFITS

#### A. Health and Welfare Plans and Eligibility

1. Insurance Benefits and Plans to Be Provided. Paragraphs A. through H. of this Section 29 provide for medical, dental, vision, flexible spending account, retiree medical, life & accident, and long term disability benefits for Flight Attendants, effective January 1, 2017. Except for any effective dates otherwise set forth herein, insurance benefits shall remain unchanged for the remainder of 2016. The benefits described herein shall not be amended, modified, altered or terminated without the prior written agreement of the Union, except as required by law or as otherwise permitted herein.
2. Eligibility for Insurance Benefits. Subject to the specific provisions of Paragraphs B. through G. below, Flight Attendants and their eligible dependents ("Dependents") are eligible for benefits under this Section 29 in accordance with the following:
  - a. Eligibility for Active Benefits. All Flight Attendants and their Dependents shall be eligible for coverage under the medical plans described in Paragraph B. below, the dental plans described in Paragraph C. below, the vision plans described in Paragraph D. below, the flexible spending account plans described in Paragraph E. below, and the life & accident plans described in Paragraph G. below. All Flight Attendants shall be eligible for coverage under the long term disability plan described in Paragraph H. below. For any Flight Attendant hired on or after the Effective Date of this Agreement, benefits will commence on the first day following the completion of new hire training, unless an earlier date is required by law.
  - b. Eligibility for Retiree Medical Coverage. Flight Attendants and their Dependents will be eligible for retiree medical coverage as provided in Paragraph F. below.
  - c. Definition of Dependent. The eligible "Dependents" of a Flight Attendant are all persons who are "dependents" of a Flight Attendant under the terms of the applicable plan offered by the Company to Flight Attendants now or in the future, in which the Flight Attendant is enrolled. In addition to any individual who qualifies as a Flight Attendant's "child" under the terms of the plan (such as a Flight Attendant's natural born children, adopted children, or step children), a relative of a Flight Attendant will be

considered a “Dependent” if he or she meets the following requirements:

- (1). he or she is related to the Flight Attendant (or the Flight Attendant’s spouse) by blood or marriage;
- (2). neither of the child’s parents is living with the Flight Attendant;
- (3). the child is living with the Flight Attendant in a parent-child relationship; and
- (4). the child is primarily dependent upon the Flight Attendant for support.

d. Domestic Partners. Except as otherwise prohibited by state or federal law, a Flight Attendant’s domestic partner will be treated the same as a spouse for purposes of any benefits described in this Section 29. A domestic partner is an individual who is the same sex as the Flight Attendant for whom the Flight Attendant has submitted proof of domestic partnership in accordance with the rules and procedures as may be established by the Company from time to time, and provided the domestic partnership has not been terminated. Income will be imputed to the Flight Attendant for any domestic partner benefits elected by the Flight Attendant as required by state or federal law.

e. Survivors. A Flight Attendant’s Dependents enrolled in any medical option on the date of the employee’s death, or who is covered by an alternative insurance on the date of the Flight attendant’s death and for whom the Flight Attendant would have been required to pay the spousal surcharge, will be “Survivors” entitled to continue medical coverage in accordance with the terms of Paragraph B.6. below and dental coverage in accordance with the terms of Paragraph C.5. below.

f. Leaves of Absence. The benefits for which a Flight Attendant is eligible during any period in which the Flight Attendant is on a leave of absence are set forth in Section 15 (Leaves of Absence), provided, however, that eligibility for life insurance, personal accident insurance, and long-term disability insurance may be limited or excluded in accordance with the applicable insurance policy (subject to any conversion or continuation provisions of such insurance policy). The Company shall use reasonable efforts to obtain insurance policies that do not include such limitations or exclusions. The Company will continue to extend family medical and dental coverage to a Flight Attendant on leave pending grievance on the same basis

as for an active employee; and, if such Flight Attendant is discharged, she/he will be able to receive medical and dental coverage for eighteen (18) months at her/his own expense under COBRA.

3. Coverage Elections. At each Annual Enrollment, each Flight Attendant may elect any of the insurance options that require elections provided under this Section 29 for such Flight Attendant and any eligible Dependents.
4. Earnings. Flight Attendant earnings for purposes of insurance under this Section 29 shall include any employee deferral contributions to the 401(k) plan and shall exclude any Company direct and matching contributions to the 401(k) plan.
5. Information Sharing and Quarterly Insurance Meetings. The Union shall have access to all pertinent health and welfare data, including but not limited to reasonable and customary information as available under the Core Medical Options and Traditional Medical PPO, names and addresses of retired Flight Attendants at least twice annually, and experience data of existing benefits. Once per calendar quarter, the Company and the Union shall meet at the Union's request to discuss, and make a good faith effort to resolve, any and all problems (including individual claim issues) relative to the insurance plans described herein. The Company and Union members who attend these meetings may agree to expand upon or memorialize their goals, structure, and operating criteria. With respect to Paragraphs B. through G. below, the Company shall furnish to the Union for review and comment an advance draft of any group communication to Flight Attendants from the Company (not including any standard vendor group communications).
6. COBRA. The Company will continue benefits in accordance with COBRA, as amended from time to time. Any period of time during which the Company continues to pay a portion of the cost of the coverage following a Qualifying Event will be considered part of the COBRA continuation period.
7. Prior Service. Any Flight Attendant who, prior to the effective date of this Agreement, became a Flight Attendant of the Company as part of a merger or acquisition shall have their years of service at the merged or acquired airline counted as years of service with the Company for the purpose of any eligibility and contribution rules described in Paragraphs B. through H. below to the same extent as was counted under the applicable prior collective bargaining agreement between the Company and the Union.

## **B. Active Flight Attendant Medical Benefits, Including Prescription Drug Benefits**

### **1. Required Medical Plans. Effective January 1, 2017:**

- a. The Company shall offer the following medical plans for Flight Attendants based in or with home address of record in the Company's system in the fifty (50) states or Puerto Rico, the first three (3) of which are collectively referred to herein as the "Core Medical Options."
  - (1). A Core Medical PPO;
  - (2). A Core Medical EPO;
  - (3). A Core Medical High Deductible Health Plan with Health Savings Account ("HDHP"), subject to the Company's right to discontinue provided no other high deductible health plan with health savings plan is offered by the Company;
  - (4). The Traditional Medical PPO; and
  - (5). The "Select Regional Medical Plans" described in Paragraph B.5. below.
- b. International Flight Attendants (Except Guam-based). Flight Attendants based outside the fifty (50) states and Puerto Rico whose home address of record in the Company's system is not in the fifty (50) states or Puerto Rico (other than Guam-based Flight Attendants described below) will be eligible for the Traditional Medical PPO and the Core Medical PPO, each of which shall be administered by an administrator specializing in international medical claim administration (e.g., currently Aetna International) in accordance with its standard administrative practices.
- c. Guam-based Flight Attendants. Flight Attendants based in Guam whose home address of record in the Company's system is outside the fifty (50) states and Puerto Rico will be eligible for the Traditional Medical PPO and the Core Medical PPO, each of which shall be administered by an administrator specializing in international medical claim administration (e.g., currently Aetna International) in accordance with its standard administrative practices, and will be eligible for the applicable Guam-based Select Regional Medical Plans as described in Paragraph B.5. below.
- d. The plan designs for the three (3) Core Medical Options are outlined in Appendix A and set forth in a plan document

applicable solely to Flight Attendants (replicated from the plan document for such Core Medical Options as in effect on the Effective Date of the Agreement for other employee groups), which shall not be amended without the written consent of the Union.

- e. The plan design for the Traditional Medical PPO is outlined in Appendix A and set forth in its plan document as in effect on the Effective Date of this Agreement, which shall not be amended without the written consent of the Union (except that Appendix C of this Section 29 shall apply instead of the wellness chart currently in the Traditional Medical PPO plan document).
2. Optional Medical Plans. In addition to the required medical plans under Paragraph B.1. above, each eligible Flight Attendant shall be offered the opportunity to participate in any additional medical plan options offered by the Company ("Optional Medical Plans"), subject to any Base and home address of record requirements in the Company's systems. The Company shall have the sole authority to establish, modify and discontinue any such Optional Medical Plan(s) and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents and plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group.
3. Failure to Make Election During Enrollment Periods. In cases in which a Flight Attendant fails to make a coverage election, the following rules will govern unless agreed to otherwise by the Union and the Company:
  - a. Default to current coverage if available;
  - b. If waived coverage (or a new hire), default to waive coverage unless prohibited by law;
  - c. If enrolled in an optional PPO that is being eliminated for the ensuing plan year, default to Traditional Medical PPO;
  - d. If enrolled in an optional EPO that is being eliminated for the ensuing plan year, default to Core Medical EPO;
  - e. If enrolled in an optional HDHP that is being eliminated for the ensuing plan year, default to Core Medical HDHP, if offered, otherwise Traditional Medical PPO;
  - f. If enrolled in an HMO or Aetna Select option that is being replaced for the ensuing plan year, default to replacement HMO; and

- g. If enrolled in an HMO or Aetna Select option that is being eliminated for the ensuing plan year, default to Core Medical EPO.
4. Required Monthly Contributions. Flight Attendants electing medical coverage under this Paragraph B. will be required to make "Required Monthly Contributions" as provided in this Paragraph B.4. Total projected cost for purposes of premium rate setting for the plans set forth in Paragraphs B.1. and B.2. above shall be determined using the Rate Setting Methodology Letter of Agreement attached to this Agreement. The Company shall provide the Union access to actuarial data and calculations used in rate setting for the following year in a manner consistent with the timelines set forth in Paragraph III.A. of the Medical and Dental Plan Rate Setting Letter of Agreement. Required Monthly Contributions shall be made by payroll deduction, except in the case of Flight Attendants on unpaid leave, disability, or other status during which they are not receiving pay but are eligible for benefits as set forth herein, in which case Required Monthly Contributions shall be directly billed to, and paid by, the Flight Attendant.
  - a. 80%/20% Limit. The Required Monthly Contributions for the Core Medical Options, the Traditional Medical PPO, and Select Regional Medical Plans shall not exceed 20% of the total projected cost for the Coverage Tier elected, except that this percentage will vary for the individual Flight Attendant after taking into account credits and surcharges described in Paragraph B.4.f. below.
  - b. Optional Medical Plans. Contributions for the Optional Medical Plans under Paragraph B.2. above will be set at the Company's discretion but will be included in the Aggregate Contribution Limit.
  - c. Aggregate Contribution Limit and Transitional HMO Cost Share.
    - (1). Flight Attendant contributions for all medical plans offered by the Company under this Subsection B (excluding the Core Medical HDHP) shall not in the aggregate exceed 20% of total projected costs. Compliance with the Aggregate Contribution Limit shall be determined after any required normalization of contributions to recognize the effect of any wellness credits and spousal surcharges. For the 2017 plan year, the cost share for the plans offered to Flight Attendants will be set in accordance with the provisions of this Section B.4. without regard to the contractual limit on maximum year-over-year

increases described in Paragraph B.4.d. below (“One-Time Cost Share Reset”).

- (2). **Transitional HMO Cost Share:** For any HMO that was offered to subsidiary-United Flight Attendants in 2016 (including any HMO that is a Select Regional Medical Plan under this Agreement), the cost share for all Flight Attendants under this Agreement shall be as follows:
  - (a). For the 2017 plan year, a 90% Company / 10% Flight Attendant cost share (unless the Flight Attendant portion of the 2016 cost share was greater than 10%, in which case the cost share shall be the same as the 2016 cost share).
  - (b). For the 2018 plan year, an 87.5% Company / 12.5% Flight Attendant cost share (unless the Flight Attendant portion of the 2016 cost share was greater than 12.5%, in which case the cost share shall be the same as the 2016 cost share).
  - (c). For the 2019 plan year, an 85% Company / 15% Flight Attendant cost share (unless the Flight Attendant portion of the 2016 cost share was greater than 15%, in which case the cost share shall be the same as the 2016 cost share).

Any HMO described in this Paragraph (2). will continue to be offered through the 2019 plan year (unless not available, in which case a comparable replacement HMO will be offered). For the 2020 plan year and later, this Paragraph (2). shall no longer apply and any HMO that is not a Select Regional Medical Plan shall be considered an Optional Medical Plan under this Agreement.

- d. Annual Medical Cost Increases. Following the 2017 calendar year, any increase in the composite Required Monthly Contribution for the Core Medical Options, Traditional Medical PPO, and Select Regional Medical Plans from one calendar year to the next will not exceed 9.25% of the prior year’s contribution. This percentage will vary for the individual Flight Attendant after taking into account credits and surcharges. The foregoing shall not apply for the 2018, 2019, and 2020 plan years for any HMO subject to Paragraph c.(2). above.
- e. Coverage Tiers. The Monthly Required Contribution will be based on a four-tier structure:

- (1). Employee only or surviving spouse only or surviving Dependent children only (“employee only”);
- (2). Employee and spouse (“employee and spouse”);
- (3). Employee and one or more children, or surviving spouse and one or more children (“employee and child(ren)"); and
- (4). Employee and spouse and one or more children (“family").

f. Credits and Surcharges. The Company has the authority to establish tobacco wellness credits and spousal surcharges. The tobacco wellness credit shall be a minimum of \$48 per month per enrolled Flight Attendant and spouse or domestic partner. The spousal surcharge, which shall not exceed \$50 per month, shall be applied to Flight Attendants covering a spouse or domestic partner with alternate employer-subsidized coverage available. If the Company determines to provide an opt-out credit or to modify tobacco wellness credit to a more general wellness credit, then the Company and the Union shall meet and agree before implementation. The Company and the Union shall determine to what extent the opt-out credit shall be taken into account in the 80%/20% Limit and the Aggregate Contribution Limit.

5. Select Regional Medical Plans. Any plan offered under this Paragraph B.5. shall be referred to herein as a “Select Regional Medical Plan.” Unless replaced or discontinued in accordance with this Paragraph B.5., the Company will continue to offer to eligible Flight Attendants the following existing plans: all Kaiser HMOs, NetCare Guam HMO, NetCare Guam Health Plan Plus, HMO Illinois, HMO Colorado, HMSA Hawaii and Group Health Washington. In the event the Company desires to replace or discontinue offering any of the foregoing plans for the following year, it shall so notify the Union no later than the second quarterly meeting of the current year, or as soon as possible thereafter if the necessary information is not yet available to the Company at the time of the second quarterly meeting, and shall meet with the Union to discuss the possible replacement or discontinuance of such plan, provided that:

- a. None of the foregoing plans shall be replaced by a new plan without the Union’s agreement, which agreement shall not be unreasonably withheld by the Union if the resulting disruption of Flight Attendant enrollees in terms of their ability to continue utilizing the same medical providers in the proposed replacement plan is less than 20% (in which

case the replacement plan shall be in all respects treated as a Select Regional Medical Plan covered by this Paragraph B.5.); and

- b. None of the foregoing plans shall be discontinued and not replaced without the Union's agreement, which agreement shall not be unreasonably withheld by the Union if: i) the year-over-year increase in the gross premium for such plan is more than 20%; or ii) Flight Attendant enrollment in such plan has declined to a level less than 50% of the enrollment on the effective date of the Agreement. Notwithstanding the foregoing, the Company shall continue to offer at least one Guam-based medical plan, which shall be treated as a Select Regional Medical Plan.
6. **Survivors.** The surviving spouse or domestic partner of an active Flight Attendant or Flight Attendant on an illness leave of absence status with ten (10) or more years of Company seniority on the date of her/his death will be covered by the active employee medical plan until the surviving spouse or domestic partner reaches the initial age of Medicare eligibility or remarries (or in the case of a domestic partner, enters into another domestic partnership), whichever occurs first. Children of the Flight Attendant who satisfy the eligibility requirements of the plans will continue to be covered until they no longer meet the eligibility rules, the surviving spouse or domestic partner is no longer covered, the dependent child becomes employed and eligible for medical coverage through their employment, or the child becomes eligible for Medicare, whichever occurs first. Upon reaching the initial age of Medicare eligibility, becoming eligible for Medicare, the surviving spouse or domestic partner will become eligible for retiree medical coverage on the same basis as the deceased Flight Attendant. If the Flight Attendant has less than ten (10) years of service (measured from Company seniority date to separation date) the period of continued coverage shall be limited to three (3) months (exclusive of COBRA).

## **C. Active Flight Attendant Dental Benefits**

1. **Required Dental Plan.** Effective January 1, 2017, the Company shall offer, and each Flight Attendant shall be eligible to participate in, the Core Dental Plan. The plan document for the Core Dental Plan shall be replicated from the current Traditional Dental PPO plan document, shall be agreed to by the Company and Union, and shall not be amended without the written consent of the Union.
2. **Optional Dental Plans.** In addition to the Core Dental Plan, each Flight Attendant may participate in any additional dental

plan options offered by the Company, subject to any Base and home address of record requirements in the Company's system. The Company shall have the sole authority to establish, modify and discontinue such programs and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents and plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group.

3. Failure to Make Election During Enrollment Periods. In cases in which a Flight Attendant fails to make a coverage election, the following rules will govern unless agreed to otherwise by the Union and the Company:
  - a. Default to current coverage if available;
  - b. If waived coverage (or new hire), default to waive coverage; and
  - c. If enrolled in an optional dental plan that is being replaced or eliminated, default to Core Dental Plan.
4. Required Monthly Contributions. Flight Attendants electing dental coverage will be required to make monthly contributions as provided in this Paragraph C.
  - a. Core Option 80%/20% Limit. Effective for the 2017 plan year and thereafter, Required Monthly Contributions for the Core Dental Plan shall not exceed 20% of the total projected cost for the Coverage Tier elected. For the 2017 plan year, the 20% Flight Attendant contribution will be based on total projected cost without regard to the contractual limit on maximum year-over-year increases described in Paragraph C.4.c. below.
  - b. Optional Dental Plans. Contributions for any optional dental plans will be set at the Company's discretion.
  - c. Annual Dental Cost Increases. Following the 2017 calendar year, any increase in the Required Monthly Contribution for the Core Dental Plan, from one calendar year to the next, will not exceed 9.25% of the prior year's contribution.
  - d. Coverage Tiers. The required contribution for each month of coverage for the Core Dental Plan will be based on a four-tier structure:
    - (1). Employee only or surviving spouse only or surviving Dependent children only ("employee only");
    - (2). Employee and spouse ("employee and spouse");

- (3). Employee and one or more children, or surviving spouse and one or more children ("employee and child(ren)"); and
- (4). Employee and spouse and one or more children ("family").

5. **Survivors.** A Flight Attendant's Dependents enrolled in any dental option on the date of the Flight Attendant's death shall be "Survivors" entitled to continue coverage for three (3) months (exclusive of COBRA) in accordance with the terms of the applicable plan document.

#### **D. Active Flight Attendant Vision Benefits**

Effective January 1, 2017, each Flight Attendant may participate in any vision plan options offered by the Company, subject to Base and home address of record requirements in the Company's system. The Company shall have the sole authority to establish such programs and their terms and conditions of participation, including, but not limited to, eligibility, plan design, applicable plan documents, plan rules, and contribution rates.

#### **E. Active Flight Attendant Flexible Spending Account Plans**

Effective January 1, 2017, each eligible Flight Attendant shall be permitted to participate in the Company's flexible spending account plans for health expenses and dependent care expenses by making an election to contribute a portion of his or her pay. The maximum election for health expenses shall be the lesser of the statutory limit (e.g., currently \$2,500 for 2016) or \$10,000. Reimbursement shall be available for expenses incurred during the plan year and following the plan year through the date currently permitted by law, or later if legally permissible and administratively feasible. Any unused account balances remaining at the close of the plan year will be returned to participating Flight Attendants in an IRS approved manner as selected by the Union prior to the next election period. The maximum election for reimbursement for dependent care expenses shall be the maximum statutorily permissible election.

#### **F. Retiree Medical Program**

1. Flight Attendants Who Retired Prior to Effective Date. The retiree medical rights, benefits and contribution obligations, if any, of all Flight Attendants who retired prior to the effective date of the Agreement and of their eligible dependents and eligible survivors shall continue to be determined in accordance with the provisions of the applicable collective bargaining agreement (including any applicable retiree medical plan(s) or

letter(s) of agreement) and/or court order, as applicable, in effect prior to the Effective Date of this Agreement.

2. **Sunset.** Any Flight Attendant who retires after the end of the fifteen (15) year period commencing on the Effective Date of this Agreement shall not be eligible for retiree medical benefits under the provisions of Paragraphs F.3. or F.4. below, of this Agreement, but shall instead be eligible for retiree medical benefits under Paragraph F.5. below, subject to the terms of such provision.
3. **Subsidiary-United Flight Attendants Employed by United Air Lines, Inc.** Subject to Paragraph F.2. above, any Flight Attendant who was employed by United Air Lines, Inc. and was covered by the subsidiary-United collective bargaining agreement immediately prior to the Effective Date of this Agreement will be eligible for retiree medical benefits in accordance with the terms of this provision. Eligibility for all other Flight Attendants is described in Paragraph F.4. below.
  - a. **Eligibility:** A Flight Attendant (and her/his eligible dependents and survivors) who was covered by the subsidiary-United collective bargaining agreement immediately prior to the Effective Date of this Agreement will be eligible for retiree medical benefits if the Flight Attendant, at retirement, meets one of the following:
    - (1). Either:
      - (a). Age fifty-five (55) or older with ten (10) or more years of service, or
      - (b). On May 1, 2003 was age fifty (50) or older with ten (10) or more years of service, and
      - (c). In both cases above, retires from active status, voluntary furlough, or medical leave of absence, and
      - (d). Continues to make required contributions.
    - (2). Or:
      - (a). Employment is terminated, by exhausting the full period of medical leave of absence; and
      - (b). Years of service are equal to or greater than 25 years; and
      - (c). Flight Attendant is collecting Social Security Disability Benefits; and

(d). Continues to make required contributions.

For these purposes a Flight Attendant's "years of service" is equal to the period from the Flight Attendant's Company seniority date through the Flight Attendant's retirement/termination date. A Flight Attendant shall be eligible to enroll eligible dependents during an Annual Enrollment Period or within forty-five (45) days following a qualifying status change.

- b. Pre-Medicare Retiree Medical Benefits. When first eligible, and during any subsequent Annual Benefit Open Enrollment, a retired Flight Attendant or survivor may elect from among the same options as are available to active Flight Attendants or no coverage. Coverage will not be offered again once coverage has been waived unless the Flight Attendant can show proof of Creditable Coverage or has ceased due to nonpayment of the required monthly contribution.
- c. Monthly Contribution for Pre-Medicare Traditional Medical PPO. A retired Flight Attendant or survivor electing to be covered for Pre-Medicare medical benefits will be required to make a monthly contribution for such coverage. The required contribution of each month of coverage under the Traditional Medical PPO will be based on the following four-tier structure:
  - (1). Retired employee only or surviving spouse/qualified domestic partner only or surviving Dependent children only ("retired employee only");
  - (2). Retired employee and spouse/qualified domestic partner ("retired employee and spouse/domestic partner");
  - (3). Retired employee and one (1) or more children, or surviving spouse/qualified domestic partner and one (1) or more children ("retired employee and child(ren)"); and
  - (4). Retired employee and spouse/qualified domestic partner and one or more children ("family").
- d. Retiree Medical "Regular" Contributions. The required contribution for each month of coverage under the Traditional Medical PPO is equal to a percentage of the total projected costs of the Traditional Medical PPO, based on the Flight Attendant's years of service as follows:

Years of Service	Percentage of Cost
10 through 19	80%
20 through 24	60%
25 and over	40%

The required contribution for each month of coverage under the Traditional Medical PPO is equal to the applicable percentage of the total projected cost of the Traditional Medical PPO for such calendar year, for the coverage elected. There is no limit on the increases to the monthly contribution, although co-payments for the mail order drugs are limited as provided for active Flight Attendants.

- e. Monthly Contribution for Pre-Medicare Select Regional Medical Plans, Core Medical PPO, and Core Medical EPO. The contribution of each month of coverage under a Select Regional Medical Plan, the Core Medical PPO, or the Core Medical EPO is equal to the total monthly cost of such plan minus the amount of the Company's contribution that would apply for such coverage tier for such month of coverage under the Traditional Medical PPO.
- f. Post Medicare Retiree Medical Benefits. When first eligible, and during any subsequent Annual Enrollment Period, a retired Flight Attendant or survivor may elect from among one or more supplemental plans to Medicare offered by the Company. Coverage will not be offered again once coverage has been waived unless the Flight Attendant can show proof of Creditable Coverage or has ceased due to nonpayment of the required monthly contributions.
- g. Monthly Contribution for Post-Medicare Coverage. Eligible individuals must pay a monthly contribution for the cost of Post-Medicare coverage. The monthly contribution is equal to the total projected cost of such post-Medicare coverage for the calendar year, per person, minus a Company contribution equal to \$90 per month per person covered.
- h. Voluntary Suspension of Coverage and Subsequent Re-Enrollment. A retiree may suspend retiree medical benefits described in this Subsection F when he or she first becomes eligible for coverage and during any Annual Enrollment Period if she/he has alternative medical coverage (other than Medicare). A retiree's suspension of coverage shall also suspend coverage for her/his Dependents. A retiree may re-enroll for coverage under this Paragraph F. during an Annual Enrollment Period or

within forty-five (45) days following a qualifying status change provided the retiree submits to the Plan Administrator a certificate of creditable coverage establishing proof of continuous coverage under a group health plan, any Medigap plan or Medicare HMO/Advantage Plan that includes medical and prescription drug coverage comparable to the Traditional Medical PPO, TRICARE, a qualified individual medical insurance policy eligible for the federal Health Coverage Tax Credit ("HCTC"), an individual policy under a state health insurance exchange, or non-US national health insurance during the period for which coverage under this Paragraph F. was suspended.

- i. Flight Attendant Retiree Medical Plan Board. A Joint AFA-Company Board will be established to monitor and address issues relative to the Flight Attendant pre-Medicare comprehensive medical plan and other Flight Attendant welfare benefit plans. The joint committee will be composed of two (2) members selected by the AFA and two (2) members selected by the Company. The Committee members will be the coordination point to their respective constituents. The above committee will have full access to all pertinent health and welfare data, including but not limited to updated reasonable and customary information, as available, names and addresses of retired Flight Attendants updated on a semi-annual basis, and experience data of existing benefits. This committee will be free to expand upon or memorialize their goals, structure and operating criteria.
4. Subsidiary-Continental, Subsidiary-CMI, and New Hire Flight Attendants. Subject to Paragraph F.2. above, any Flight Attendant who: was employed by Continental Airlines, Inc. or Continental Micronesia, Inc. and was covered by the subsidiary-Continental or subsidiary-CMI collective bargaining agreement immediately prior to the Effective Date of this Agreement; is newly hired on or after the Effective Date of this Agreement; or is an individual employed by the Company who becomes a Flight Attendant through an employment transfer on or after the Effective Date of this Agreement; will be eligible for retiree medical benefits in accordance with the terms of this provision.
  - a. Retiree Bridge Medical. Each Flight Attendant who retires on or after the Effective Date of this Agreement while enrolled in active medical coverage will be eligible to participate in the retiree bridge medical program providing for participation in any applicable medical plan available to active Flight Attendants, subject to the following rules:

- (1). At the time of retirement, the Flight Attendant must be at least age sixty (60) and less than age sixty-five (65).
- (2). At the time of retirement, the retired Flight Attendant's sick leave bank will enable the retiree to participate in the contributory funding aspect of the plan by using fourteen (14) hours of sick leave for each month of participation. Payment of the fourteen (14) hours of sick leave will be accepted as the retiree's complete payment obligation for each such month of participation.
- (3). If a retiree has insufficient sick leave remaining in his or her bank to purchase continued participation in the plan for any period of time for which he or she is eligible and desires such coverage, the retiree may obtain coverage at the unsubsidized rate under the "Regular Retiree Medical" in Paragraph F.5. below.
- (4). Coverage for the retiree terminates at age sixty-five (65).
- (5). Spouse coverage will only be available if the Flight Attendant has an enrolled spouse on the date of retirement (spouses cannot later be added). Coverage will be available for any other Dependents enrolled on the date of retirement or who are thereafter born or adopted and timely enrolled. Coverage for any spouse or other Dependent terminates upon the earliest of the expiration of five (5) years of coverage (measured from the date the retiree's retiree bridge medical coverage commenced), the spouse or Dependent reaches age sixty-five (65), or the retiree dies (except that upon the retiree's death, the spouse and/or other Dependents may elect to use any remaining sick leave in the manner described above, and then will be eligible for COBRA coverage).

5. Regular Retiree Medical. Each Flight Attendant who retires on or after the Effective Date of this Agreement while enrolled in active medical coverage who is not eligible for retiree medical benefits under Paragraphs F.3. and F.4. above (or ceases to be eligible thereunder) will be eligible to participate in the regular retiree medical program providing for participation in any applicable medical plan available to active Flight Attendants at the full cost of coverage (i.e., no Company subsidy), subject to the following rules:

- a. At the time of retirement, the Flight Attendant must be at least age sixty (60); age fifty-five (55) with at least ten (10)

years of Company service; or age fifty (50) with at least twenty (20) years of Company service; and the Flight Attendant must be less than age sixty-five (65).

- b. Coverage for the retiree terminates at age sixty-five (65).
- c. Spouse coverage will only be available if the Flight Attendant has an enrolled spouse on the date of retirement (spouses cannot later be added). Coverage will be available for any other Dependents enrolled on the date of retirement or who are thereafter born or adopted and timely enrolled. Coverage for any spouse or other Dependent terminates upon the earliest of the spouse or Dependent reaches age sixty-five (65) or the retiree dies (except that upon the retiree's death, the spouse and Dependents will be eligible for COBRA coverage).

6. A Flight Attendant who does not meet the requirements of the foregoing provisions of this Paragraph F. shall not be eligible for retiree medical benefits.

## **G. Life & Accident Insurance**

Life & accident insurance in effect on the Effective Date of this Agreement shall remain in effect through the end of 2016, except as otherwise set forth below. Effective as of January 1, 2017:

1. Active Life Insurance.
  - a. Company-provided life insurance will be \$40,000 for all Flight Attendants covered by the Agreement.
  - b. Flight Attendants will be provided life insurance on the Flight Attendant's spouse and unmarried children to age twenty-two (22) as follows:
    - (1). \$3,500 spouse's life insurance
    - (2). \$1,500 child's life insurance (\$1,000 if under six [6] months)
  - c. Group Universal Life (GUL). The Company shall continue to offer the voluntary GUL benefit to eligible Flight Attendants. A Flight Attendant's monthly salary is the Flight Attendant's base pay rate for the previous twelve (12) months which will be defined as eighty-five (85) hours multiplied by the Flight Attendant's hourly rate.
2. Retiree Life Insurance. Any Flight Attendant who was employed by United Air Lines, Inc. and was covered by the subsidiary-United collective bargaining agreement immediately prior to the Effective Date of this Agreement (and her/his eligible

dependents and survivors) will be eligible for retiree life benefits if the Flight Attendant, at retirement, meets the following:

- a. Age fifty-five (55) or older with ten (10) or more years of service, or
- b. On May 1, 2003 was age fifty (50) or older with ten (10) or more years of service, and
- c. In both cases above, retires from active status, voluntary furlough or medical leave of absence.
- d. Retiree life insurance benefit amount: \$10,000

**3. Personal Accident Insurance.**

Each Flight Attendant in active service as a Flight Attendant will be provided Accidental Death and Dismemberment Insurance (paid by the Company) as set forth below.

- a. Eligibility to Become Insured. Flight Attendants in active service.
- b. Amount of Insurance. \$10,000 per Flight Attendant for death or dismemberment (loss of both hands, feet or eyes or any two (2) thereof) or one-half (1/2) of such amount for loss of one (1) hand, foot or eye.
- c. Covered Hazards. Accidental bodily injury (occupational or non-occupational) resulting in death or dismemberment directly and independently of other causes within ninety (90) days of the accident, except while acting as a Flight Attendant or crew member of an aircraft (other than while acting in such capacity for the Company). The standard exclusions pertaining to suicide, self-inflicted injury, war, infection or disease apply.
- d. Continuation of Insurance. Coverage will continue for a Flight Attendant so long as the Flight Attendant is in active service or receiving sick leave pay.

**4. Long-Term Care Insurance.** The Company will continue to offer payroll deductions for the grandfathered voluntary long-term care insurance currently insured by CNA.

**5. Union Offered Voluntary Insurance Plans.** The Company will continue to offer a single consolidated payroll deduction for Union voluntary insurance plans offered to Flight Attendants.

## **H. Long Term Disability.**

1. Eligibility. Flight Attendants who have completed 6 months of service.
2. Enrollment. Upon becoming eligible, Flight Attendants will have the ability to enroll in a Long Term Disability (LTD) coverage option. If no election is submitted, the Flight Attendant will be automatically enrolled in LTD coverage option with a one hundred eight (180) day waiting period and 60% benefit amount, and will be subject to applicable payroll deductions. Flight Attendants will have the ability to opt out of coverage. A Flight Attendant who opts out of coverage will require evidence of insurability prior to being allowed to enroll in LTD coverage.
3. Benefit Amount. The Plan will pay a monthly benefit based on one of the following elections made by the Flight Attendant:
  - a. 120-day waiting period, 60% benefit;
  - b. 180-day waiting period, 50% benefit;
  - c. 180-day waiting period, 60% benefit; or
  - d. 270-day waiting period, 50% benefit;

of the employee's monthly salary on the date disability begins, reduced by any amount received from the following sources:

  - (1). Workers' compensation.
  - (2). Primary social security disability benefits (including continuation of such benefits payable after age sixty-five [65]).
  - (3). State disability benefits.
4. Monthly Salary. A Flight Attendant's monthly salary is the Flight Attendant's base pay rate for the previous twelve (12) months which will be defined as eighty-five (85) hours multiplied by the Flight Attendant's hourly rate or the average of actual earnings per month for the previous twelve (12) months, whichever is greater.
5. Benefit Waiting Period. The Flight Attendant may elect from the following Benefit Waiting Periods:
  - a. 120 days (60% Benefit)
  - b. 180 days (50% or 60% benefit)
  - c. 270 days (50% benefit)

Benefits begin on the 121/181/271st day of total disability provided employee is under a doctor's care.

6. **Benefit Duration.** If the employee is age sixty (60) or younger when disability begins, benefits will continue until the earlier of:
  - a. Her/his 65th birthday.
  - b. No longer disabled.
  - c. No longer under a doctor's care.

If disability begins on or after the employee's 61st birthday, benefits will continue according to the following schedule, or until no longer disabled, or no longer under doctor's care, whichever is first.

<u>Age at Disability</u>	<u>Maximum Number of Months of Benefit Payments</u>
61	48
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 or older	12

The Company will improve the schedule above if required under the Older Workers' Benefit Protection Act.

7. **Definition of Disability.** Total disability means that during the first two (2) years of benefits, the employee cannot perform the Flight Attendant's job. After two (2) years, total disability means the employee cannot do any job for which the employee has the training, education or experience.

**Limitations.** LTD benefits are not paid for:

- a. War or act of war, whether declared or undeclared.
- b. Service in the Armed Forces of any country.
- c. Suicide or attempted suicide.

8. **Coverage Duration.** Coverage ends when the 1st of the following events occur:

- a. The employee ceases to be a Flight Attendant.
- b. The employee no longer makes required contributions.

9. **Employee Cost.** The cost of providing LTD benefits will be shared 60% by the Company and 40% by the employee, subject to a maximum employee contribution listed below by coverage option. In no event shall any employee contribution amount be less than 30% of the total premium (employee and Company contribution) for such coverage option with the exception of the coverage option with a benefit amount of 50% and a benefit waiting period of two hundred seventy (270) days.

**Maximum Contribution Table (per \$100 of covered monthly pay)**

	270-day waiting period, 50% benefit	180-day waiting period, 50% benefit	180-day waiting period, 60% benefit	120-day waiting period, 60% benefit
Maximum Contribution	\$0.55	\$0.75	\$0.98	\$1.26

10. **Receiving New Benefits.** If an employee who was receiving benefits, returns to work for less than ninety (90) days, and is again unable to work because of the same or related disability, benefits will immediately recommence; but if the employee returns to work for longer than ninety (90) days or if the disability is from an unrelated cause, the disability will be considered a new disability and will be subject to a new applicable waiting period.

11. **Maximum Benefit.** There shall be no maximum monthly benefit.

12. **Reinstatement of Coverage.** Coverage will be automatically reinstated upon an employee's return to work from a layoff or an authorized leave of absence provided the Flight Attendant was enrolled for LTD at the start of the layoff or authorized leave of absence.

## **I. Retirement Plans**

1. **401(k) Benefits.** Except as set forth in Paragraph I.3. below, each Flight Attendant shall be eligible to participate in a Company-sponsored 401(k) retirement savings plan pursuant to the terms of such plan, provided that each such Flight Attendant shall be eligible for employer contributions as described below, any such plan shall conform to the requirements of this Paragraph I., and any such plan shall be amended accordingly. The benefits described herein shall not be amended, modified, altered or terminated without the prior

written agreement of the Union, except as required by law or as otherwise permitted herein. Flight Attendants with Guam-sourced income may be required to participate in a separate Guam-based plan along with employees from other workgroups, although they will be eligible for the employer contributions described below. The Company shall transition any other Flight Attendants under this Agreement who are participants in the United Airlines 401(k) Savings Plan immediately prior to the Effective Date to the United Airlines Flight Attendant 401(k) Plan, by plan merger or otherwise, provided the Company continues to provide each such Flight Attendant with the employer contributions described in Paragraph I.1.b. below.

- a. Former Subsidiary-United Flight Attendants. Employer contributions for any Flight Attendant covered under this Agreement who was a subsidiary-United Flight Attendant immediately prior to the Effective Date of this Agreement shall consist of the following employer contributions made on a per-payroll-period basis:
  - (1). Direct Contributions. Direct contributions equal to 5% of the Flight Attendant's eligible earnings, made without regard to whether the Flight Attendant contributes to the plan.
  - (2). Matching Contributions. Matching contributions equal to 100% of the Flight Attendant's pre-tax contributions for the plan year up to 3% of eligible earnings (i.e., maximum match of 3%), which will be trued-up on no less than an annual basis; and
  - (3). Vesting. The foregoing matching contributions and direct contributions shall be fully vested if the Flight Attendant was employed by the Company in any capacity on January 1, 2006, and otherwise shall vest according to the following vesting schedule, taking into account all Company service:
    - (a). Less than 1 year – 0%
    - (b). 1 year but less than 2 years – 33%
    - (c). 2 years but less than 3 years - 67%
    - (d). 3 years - 100%.
- b. Former Subsidiary-Continental Flight Attendants and Former Continental Micronesia, Inc. Flight Attendants. Employer contributions for any Flight Attendant covered under this Agreement who was a subsidiary-Continental

Flight Attendant, or who was a CMI Flight Attendant, immediately prior to the Effective Date of this Agreement shall consist of the following employer matching contributions made on a per-pay-period basis:

- (1). For Flight Attendants who have completed less than five (5) years of service, the Company will match the greater of up to \$300 dollar for dollar or 25% of the employee's pre-tax contributions up to 3% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 3% of pay is eligible for the match.
- (2). For Flight Attendants who have completed five (5) or more, but less than ten (10), years of service, the Company will match the greater of up to \$300 dollar for dollar or 25% of the employee's pre-tax contributions up to 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 4% of pay is eligible for the match. For example, a Flight Attendant earning \$35,000 annually who contributes 4% (\$1,400) will receive 25% of her/his \$1,400 contribution (\$350) as a Company matching contribution.
- (3). For Flight Attendants who have completed ten (10) or more, but less than fifteen (15) years of service, the Company will match the greater of up to \$300 dollar for dollar or 50% of the employee's pre-tax contributions up to 4% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 4% of pay is eligible for the match. For example, a Flight Attendant earning \$40,000 annually who contributes 4% (\$1,600) will receive 50% of her/his \$1,600 contribution (\$800) as a Company matching contribution.
- (4). For Flight Attendants who have completed fifteen (15) or more years of service the Company will match the greater of up to \$300 dollar for dollar or 50% of the employee's pre-tax contributions up to 6% of eligible pay (as limited by Section 401(a)(17) of the Internal Revenue Code). That is, the first 6% of pay is eligible for the match. For example, a Flight Attendant earning \$45,000 annually who contributes 6% (\$2,700) will receive 50% of her/his \$2,700 contribution (\$1,350) as a Company matching contribution.

- c. New Hires, Rehires, Transfers, and Base Changes. The following rules apply to new hires, rehires, transfers, and

Base changes that occur on or after the Effective Date of this Agreement:

(1). New Hires and Rehires. Any Flight Attendant who is hired or rehired shall be eligible for the direct contributions and matching contributions described in Paragraph I.1.a. above.

(2). Company Transfers Into Flight Attendant Group.

(a). Any individual employed by the Company who becomes a Flight Attendant through an employment transfer and who is accruing a benefit in CARP at such time shall continue to participate in CARP and shall be eligible for the matching contributions described in Paragraph I.1.b. above.

(b). Any other individual employed by the Company who becomes a Flight Attendant through an employment transfer shall be eligible for the direct contributions and matching contributions described in Paragraph I.1.a. above.

(3). Base Changes.

(a). Any Flight Attendant who changes Bases and is a participant in CARP or the NPP under Paragraph I.2. below shall continue to participate in CARP or the NPP, as applicable, and shall continue to be eligible for the matching contributions described in Paragraph I.1.b. above.

(b). Any other Flight Attendant who changes Bases shall continue to be eligible for the direct contributions and matching contributions described in Paragraph I.1.a. above.

d. Additional 401(k) Provisions. Supplemental to the other provisions of this Paragraph I.1., the following provisions shall apply to Flight Attendant participation in any 401(k) plan sponsored by the Company (and shall apply to certain other plans to the extent expressly described below, such as the UK Group Stakeholder Plan):

(1). Eligible Earnings. The definition of Eligible Earnings (or equivalent definition) under the 401(k) plan shall be the same for Flight Attendants (including Flight Attendants on Union Leave) as for other participants in the plan; provided that, at a minimum, Eligible Earnings will include base pay, sick pay, vacation pay,

holiday pay, hourly incentive payments, overrides and premiums but shall exclude expense reimbursements, profit sharing payments, pension payments, imputed income or other similar awards or allowances. Other items of compensation may be included or excluded at Company discretion. The foregoing shall apply to the UK Group Stakeholder Plan to the extent permitted under UK law.

- (2). Eligibility. Eligibility to participate in the 401(k) plan shall commence no later than the date the Flight Attendant has completed training, has met all FAA requirements, and is on the System Seniority List.
- (3). Automatic Enrollment and Escalation. The 401(k) plan may include an automatic enrollment feature and/or an automatic escalation feature at Company discretion. A Flight Attendant may elect to opt out of either feature.
- (4). Pre-Tax Contributions. Each Flight Attendant may make up to the annual maximum pre-tax elective deferral contribution to the 401(k) plan as permitted by the Internal Revenue Code.
- (5). In-Service Withdrawals. Flight Attendants will be eligible under the 401(k) plan for the same in-service withdrawals of pre-tax employee contributions and vested Company direct contributions and matching contributions at age fifty-nine and one-half (59½) or due to financial hardship, as limited by Federal law and regulations. Flight Attendants will be permitted to withdraw employee post-tax contributions as permitted by Federal law and regulations.
- (6). Direction of Investments. Flight Attendants will be permitted under the 401(k) plan to direct the investments in their accounts by selecting among the investments in the investment lineup chosen by the plan's Investment Committee or the brokerage window, except as limited by the 401(k) plan's investment committee in accordance with its fiduciary obligations.
- (7). Information Sharing.
  - (a). Once per year (or on an ad hoc basis with respect to a change to investments) upon the Union's request, representatives of the Company will meet with the Union to discuss 401(k) investments,

including any pending changes to investments determined by the plan's Investment Committee.

- (b). Once per calendar quarter, the Company will make its representatives available to meet with the Union to discuss any issues associated with the 401(k) plan (or any other retirement plan in which Flight Attendants participate).
- (8). Loans. The 401(k) plan will include a loan feature. Flight Attendants will pay the same loan fees as those charged to other participants.
- (9). Communications. Prior to sending any material group communications to Flight Attendants regarding the 401(k) plan, the Company will provide the Union an opportunity to review and comment on the communication.
- (10). Union Leave. A Flight Attendant who is on an authorized leave of absence for Union business who is otherwise eligible to be a participant in the 401(k) plan and receives Eligible Earnings while on such leave will receive the employer direct contributions and/or company matching contributions, as applicable.
- (11). Re-employment. If a Flight Attendant received a distribution of her/his entire vested balance after termination of employment, the non-vested portion will be forfeited. In such case, the forfeited amount (unadjusted for earnings) will be restored to the Flight Attendant's account if re-employed within five (5) years and the Flight Attendant repays within five (5) years of re-employment, the amount previously distributed. The Company will contribute to the 401(k) plan the amount necessary to restore the previously forfeited amounts to the Flight Attendant's account.
- (12). Quarterly Statements. Quarterly statements shall be provided to 401(k) plan participants within sixty (60) days from the end of the quarter.
- (13). Retirement Board. There shall be established a Retirement Board for the purpose of hearing and determining all disputes between the Company and its Flight Attendant employees, retirees, and their beneficiaries, which may arise under the terms of the 401(k) plan or the UK Group Stakeholders Plan (which shall be collectively referred to herein as the "Retirement Programs") concerning participation in or claims for benefits under the Retirement Programs, including

hardship withdrawals, provided, however, that the Company shall have exclusive authority to select, appoint, replace, deal with, and direct trustees, insurance companies, investment managers, actuaries, and any other entities involved with the Retirement Programs:

(a). Establishment and Conduct. The Retirement Board shall be constituted as follows:

- (1). The Retirement Board shall consist of four (4) members, two (2) of whom shall be selected by the Company and two (2) of whom shall be selected by the Union. The Company shall establish its own rules for the selection of the members of the Retirement Board to be selected by it, and the Union shall likewise establish its own rules for the selection of the members of the Retirement Board to be selected by it. The Company shall also select one (1) alternate member who may act for either of the two (2) members of the Retirement Board appointed by the Company in the event of absence, or inability to act, of one (1) of such members, and the Union shall likewise select one (1) alternate member who may act for either of the two (2) members of the Retirement Board appointed by the Union in the event of absence, or inability to act, of one (1) of such members. Either the Company or the Union at any time may remove a member appointed by it and may select a member to fill any vacancy among the members selected by it. Both the Company and the Union shall, in writing, notify each other respectively concerning such selections, which shall continue until further written notice.
- (2). The Retirement Board members may, at the expense of the party appointing them, utilize outside consultants, and such consultants may be present at any meeting or hearing of the Retirement Board held in accordance with this subsection and will have access to all data necessary and pertinent to such meeting.
- (3). Three (3) members of the Retirement Board shall constitute a quorum for the transaction

of business. At all Retirement Board meetings, Company members present shall be entitled to one (1) vote each, and Union members present shall be entitled to one (1) vote each. If at any such meeting two (2) Company members are not present, the Company member present may cast two (2) votes, and if two (2) Union members are not present, the Union member present may cast two (2) votes.

- (4). The Retirement Board shall have the authority to establish rules for the conduct of business or hearings before it, and to appoint subcommittees from among the members of the Retirement Board to handle any problem within the jurisdiction of the Retirement Board. Such subcommittee shall report conclusively to the Retirement Board.
- (5). The compensation, travel, and other reasonable living expenses, if any, of members of the Retirement Board selected by the Company shall be paid by the Company. The compensation, travel, and other reasonable living expenses, if any, of members of the Retirement Board selected by the Union shall be paid by the Union.
- (6). Any party to a dispute to be heard by the Retirement Board may submit written facts or arguments and may request an oral hearing.
- (7). The Board will notify in writing any Retirement Programs participant or beneficiary whose claim has come before the Board of its decision within thirty (30) days after the submission of written arguments or the conclusion of an oral hearing.
- (8). Once a participant or a beneficiary receives a denial of a claim or hardship withdrawal, a claimant will have sixty (60) days to appeal the decision to the Retirement Board.
- (9). All decisions and actions taken by the Retirement Board shall be by the affirmative vote or agreement of not less than three (3) members. Such affirmative vote or agreement shall be in writing if given other than during a

meeting of the Retirement Board. All decisions of the Retirement Board shall be final and binding upon the Company, the Union, and any other person having an interest in, under or derived from the Retirement Programs, including the trustee, to the extent permitted by law. No ruling or decision of the Retirement Board in one case shall create a basis for a retroactive adjustment in any prior case.

- (10).If the Retirement Board shall fail to agree on any matter of dispute coming before it, it shall within ten (10) days from the date of such failure to agree, designate an Impartial Referee with knowledge of defined contribution retirement plan(s). If the Retirement Board does not agree upon the selection of an Impartial Referee within such ten (10) day period, then either the Company or the Union may apply to the National Mediation Board for the designation by such Mediation Board of an Impartial Referee. The matter or dispute shall be submitted to the Retirement Board sitting with the Impartial Referee who shall act as Chairperson during the proceedings pertaining to such matter. Such Impartial Referee shall have one (1) vote. Three (3) affirmative votes shall be required to render a decision or determination on matters coming before the Retirement Board sitting together with the Impartial Referee. The Retirement Board will not have jurisdiction or power to add to or subtract from the Retirement Programs or any amendments thereto.
- (11).The compensation and expenses of the Impartial Referee and expense incident to the conduct of proceedings coming before the Retirement Board shall be shared equally between the Company and the Union.
- (12).The Retirement Board shall keep a record of all its proceedings and shall keep, or cause to be kept, all such books, accounts, records or other data as may be necessary or advisable in its judgment.
- (13).Meetings of the Retirement Board may be called by mutual agreement of the members

at any time without notice or by any two members of the Retirement Board upon thirty (30) days' notice to the other members of the Retirement Board. Such meetings shall be conducted at the Company's Office unless otherwise agreed to by the members of the Retirement Board.

(b). Powers of the Retirement Board. The Retirement Board shall have jurisdiction over disputes between the Company and its Flight Attendant employees, retirees, and their beneficiaries which may arise under the terms of the Flight Attendant Retirement Programs concerning participation in or claims for benefits under the Retirement Programs, including hardship withdrawals, provided, however, the Company shall have exclusive authority to select, appoint, replace, deal with and direct trustees, insurance companies, investment managers, actuaries and any other entities involved with the Retirement Programs. All decisions of the Retirement Board shall be final and binding upon the Company, the Union and any other person having an interest in, under or derived from the Retirement Programs, including the trustee, to the extent permitted by law. The Board shall have no power to add to or subtract from or modify any of the terms of the Retirement Programs. The Retirement Board shall have the power to establish rules of procedure for the conduct of its business and of hearings before it, which rules shall not be inconsistent with the provisions of this Paragraph I.

(c). Review Functions. The Retirement Board shall have the right to review the following in connection with the Flight Attendant Retirement Programs:

- (1). All data that is necessary and pertinent to the claim being considered by the Retirement Board; and
- (2). Such other data as is necessary and pertinent to the discharge of the duties of the Retirement Board as described herein.

(d). Liability. The Retirement Board and any members thereof shall be entitled to rely upon the correctness of any information furnished by the

Company and the Union. Neither the Retirement Board nor any of its members, nor the Union, nor any officers or other representatives of the Union, nor the Company, nor any Officers or other representatives of the Company, shall be liable because of any act or failure to act on the part of the Retirement Board, or any of its members, except that nothing herein shall be deemed to relieve any such individual from liability for her/his own fraud or bad faith.

- (e). Indemnity. The Company as to employer members and alternate employer members of the Retirement Board; the Union as to employee members and alternate employee members of the Retirement Board; shall indemnify, save and hold harmless such members, respectively, from any and all loss, costs, damage or expense which such members or any of them may incur or sustain, arising out of the discharge of the responsibilities under the Retirement Programs of the Retirement Board, except to the extent that the same shall result from the gross negligence or willful misconduct upon the part of such member or members.
- (14). Amendments. The Company will provide the Union an opportunity to discuss and comment on any proposed amendment to any provision of any 401(k) plan in which Flight Attendants participate at least thirty (30) days prior to implementation. The Company will consider and act in good faith on any such comments. No such amendment shall reduce the contribution rates set forth in Paragraphs I.1.a., I.1.b. or I.1.c. above or the rights and features set forth in this Paragraph I.1.d. without the written consent of the Union.
- (15). Dispute Resolution. A grievance filed by the Union alleging a violation of this Paragraph I.1. shall, at the request of either party, bypass the initial steps of the grievance process and shall be submitted and heard on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator and shall be heard no later than thirty (30) days following the submission to the System Board and decided no later than thirty (30) days after the conclusion of such hearing, unless the parties agree otherwise in writing. This Paragraph shall not apply to disputes covered by the Retirement Board.

**2. Pension Benefits.**

a. CARP. Flight Attendants who immediately prior to the Effective Date of this Agreement, were covered by the subsidiary-Continental collective bargaining agreement and participating in the Continental Retirement Plan (CARP) shall continue to participate in CARP.

Flight Attendants shall receive “Credited Service,” as defined in CARP, for service performed prior to 1984. No such credit shall be given for any period with respect to which the flight attendant accrued benefits under any other retirement plan qualified under section 401(a) of the Internal Revenue Code.

b. NPP. Flight Attendants employed by Continental Micronesia, Inc. immediately prior to the Effective Date of this Agreement who are participating in the IAM National Pension Plan (the “NPP”) shall continue to participate therein to the extent allowed by the NPP at the following hourly contribution rates:

Effective Date	Through 12/31/16	1/1/ 2017	1/1/ 2018	1/1/ 2019	1/1/ 2020	1/1/ 2021
Hourly Contribution Rate	\$1.00	\$1.70	\$1.70	\$1.75	\$1.80	\$1.85

The applicable hourly contribution rate shall be made for each hour that such employees are entitled to receive pay under this Agreement multiplied by one point eight nine one (1.891).

c. Company transfers and Base changes. Company transfers into the Flight Attendant group and Base changes with respect to CARP and the NPP shall be governed by Paragraphs I.1.c.2. and I.1.c.3. above respectively.

3. International Flight Attendants. Certain Flight Attendants may be ineligible to participate in any 401(k) plan described in Paragraph I.1. above, because it is established pursuant to the United States Internal Revenue Code or the Guam tax code. The Company will seek to establish similar tax deferred arrangements where it is economically and legally possible, in international locations where the Company has Flight Attendant Domiciles. The Company shall be under no obligation to establish a tax deferred arrangement if it is impossible or impracticable to do so. Where such plans cannot be economically or legally established, the Company will make a

cash payment to each ineligible Flight Attendant in an amount equal to the maximum Company contribution described in Paragraph I.1. above that the Company would have made to the Flight Attendant's account in the applicable 401(k) plan (taking into account the Flight Attendant's years of service, if applicable). Such cash payments will not be included for the purposes of determining the Flight Attendant's compensation under any employee benefit plan maintained by the Company. The Company shall continue to offer the UK Group Stakeholder Plan on materially the same terms as were in effect immediately prior to the Effective Date of this Agreement but will increase the contribution rate as required above.

## **J. Company-Wide Programs**

Except as otherwise expressly provided herein, covered Flight Attendants shall be eligible to participate in other Company-wide programs on the terms and conditions established in such programs for participation by Flight Attendants covered under this Agreement. These programs will not be altered or diminished for Flight Attendants covered under this Agreement unless done so on a Company-wide basis. Before any changes are made, the Company will notify the Union in writing in advance of the effective date of such change(s). Upon request by the Union, the Company will meet to explain the change(s).

Other Company-wide programs presently include:

- Pass Travel Programs
- On-Time Bonus Programs
- Customer Satisfaction Bonus Program
- Voluntary Personal Accident Insurance

## APPENDIX A – PLAN DESIGNS FOR REQUIRED MEDICAL OPTIONS

PLAN DESIGN	Core PPO Option	Core EPO Option	Core HDHP	Traditional Medical PPO
	In-Network	Out-of-Network	In-Network	In-Network      Out-of-Network
<b>Annual Deductibles</b>	\$300 single/\$600 family	\$600 single/\$1200 family	\$200 single/\$400 family single only/ \$5000 true family deductible*	\$250 single/\$500 family single only/ \$250 single/\$500 family
<b>HSA Seed Amount (pro-rated per paycheck)</b>	NA	NA	\$750 single / \$1500 family	NA
<b>Medical Annual Out-of-Pocket (OOP) Limits</b>	\$2000 single/\$4000 family	\$4000 single/\$8000 family	\$3000 single only/\$6000 true family maximum* (includes deductible and coinsurance)	\$6000 single only/\$12000 true family maximum* (includes deductible and coinsurance)
<b>Cross Application Out-of-Network Deductibles and OOP to In-Network</b>	Yes	NA	Yes	Single deductible and OOP Limit for In-Network and Out-of-Network

	Core PPO Option		Core EPO Option		Core HDHP		Traditional Medical PPO	
PLAN DESIGN	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Office Visit PCP	\$25 co-pay		\$25 co-pay		Covered at 95% after deductible		Covered at 80% after deductible	
Office Visit Specialist	\$40 co-pay		\$40 co-pay		Covered at 60% after deductible		Covered at 60% after deductible	
Preventive Services (comprehensive array; See Appendix C)			100% preventive		100% preventive		100% preventive	
Laboratory, x-ray and diagnostic testing				Included w/office visit				
Hospital/ Inpatient				Covered at 90% after deductible		Covered at 80% after deductible		Covered at 60% after deductible
Outpatient Facilities /Surgical				Covered at 90% after deductible	Covered at 95% after deductible			
Urgent Care Center	\$50			\$50 co-pay				
Emergency Room		\$200 flat co-pay, waived if admitted		\$200 co-pay, waived if admitted			Covered at 80% after deductible	

PLAN DESIGN	Core PPO Option		Core EPO Option		Core HDHP		Traditional Medical PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Prescription Drug Out of Pocket Limit (2016 - as adjusted annually per Affordable Care Act limits)</b>	\$4,850 single/ \$9,700 family	\$5,350 single/ \$10,700 family	Consolidated with medical out of pocket maximum	Consolidated with medical out of pocket maximum	Retail: Consolidated with medical out of pocket maximum Mail Order: \$5,350 single/ \$10,700 family	Retail: Consolidated with medical out of pocket maximum Mail Order: \$5,350 single/ \$10,700 family		
<b>Retail Generic Drugs</b>	\$10 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs	\$10 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs	Covered at 100% after deductible	Covered at 100% after deductible	Covered at 80% after deductible. Mandatory Mail – Limit 3 retail fills for maintenance drugs	Covered at 80% after deductible. Mandatory Mail – Limit 3 retail fills for maintenance drugs		
<b>Retail Brand Preferred Drugs</b>	\$30 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs- only if less expensive than retail	\$30 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs- only if less expensive than retail	Covered at 95% after deductible	Covered at 95% after deductible	Covered at 80% after deductible. Mandatory Mail – Limit 3 retail fills for maintenance drugs	Covered at 80% after deductible. Mandatory Mail – Limit 3 retail fills for maintenance drugs		
<b>Retail Brand Non-Preferred Drugs</b>	\$50 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs - only if less expensive than retail	\$50 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs - only if less expensive than retail	Covered at 95% after deductible	Covered at 95% after deductible				
<b>Retail Drug Supply Limit</b>	30 day supply	30 day supply	30 day supply	30 day supply	30 day supply	30 day supply		

PLAN DESIGN	Core PPO Option		Core EPO Option		Core HDHP		Traditional Medical PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mail Order Generic Drugs</b>	\$25 co-pay		\$25 co-pay		Covered at 100% after deductible (plan provides coverage for drugs that are allowed to be covered pre-deductible)		\$30 co-pay (2016 rate - subject to 7% annual increase)	
<b>Mail Order Brand Preferred Drugs</b>	\$75 co-pay		\$75 co-pay		Covered at 95% after deductible		\$95 co-pay (2016 rate - subject to 7% annual increase)	
<b>Mail Order Brand Non-preferred</b>	\$125 co-pay		\$125 co-pay		Covered at 95% after deductible			
<b>Mail Order Drug Supply Limit</b>	90 day supply		90 day supply		90 day supply		90 day supply	

## APPENDIX B – PLAN DESIGN FOR CORE DENTAL PLAN

Benefit Features	Core PPO Dental Benefits	
	In-network:	Out-of-network:
Annual Deductibles		
Individual	\$50	\$50
Family (2 members of family must each satisfy individual deductible)	\$100	\$100
Annual Benefit Maximum	\$2,000	\$2,000
Orthodontics Lifetime Maximum	\$2,000	\$2,000
Office Visit Copay	\$0	\$0
<b>PREVENTIVE SERVICES and DIAGNOSTIC SERVICES</b>		
Dental cleaning, Topical Application of Fluoride, Sealants and Space Maintainers	100% Covered frequency may apply to these services	100% Covered frequency may apply to these services
<b>MINOR RESTORATIVE SERVICES</b>		
Fillings, Endodontics, Periodontics, Oral Surgery	Covered up to 80%; after deductible	Covered up to 80%; after deductible; Subject to reasonable and customary limits

Benefit Features	Core PPO Dental Benefits	
	In-network:	Out-of-network:
<b>MAJOR RESTORATIVE AND PROSTHODONTICS</b>		
Initial placement of Dentures or Bridges to one or more natural teeth which are lost while covered by the Plan. Inlays and Crowns (Porcelain or Stainless Steel)	Covered up to 50%; after deductible; frequency may apply to these services	Covered up to 50% after deductible; Subject to reasonable and customary limits; frequency may apply to these services
<b>ORTHODONTICS</b>		
Exams, X-Rays, Models, Appliances (Adult and Child)	Covered up to 50%; after deductible; frequency may apply to these services	Covered up to 50% after deductible; Subject to reasonable and customary limits; frequency may apply to these services

## APPENDIX C – PREVENTIVE SERVICES

### Preventive Exams and Screenings – Adult Male

Physical Exam	100% annually
Prostate-Specific Antigen (PSA)	100% annually
Lipid Panel	100% annually
Glucose Testing	100% annually
Colorectal Screening	100% annually
Complete Blood Count (CBC)	100% annually

### Immunizations – Adult Male

Tetanus Injections (with or without diphtheria)	100% as often as recommended by physician
Meningitis	100%
Herpes Zoster	100%
Influenza Vaccine	100% annually
Pneumococcal Vaccine	100%
Travel Vaccinations	100% as often as recommended by physician
Measles, Mumps, Rubella (MMR) for Adults	100%

### Preventive Exams and Screenings – Adult Female

Physical Exams	100%, one general and one well-woman exam annually
Lipid Panel	100% annually
Glucose Testing	100% annually
Colorectal Screening	100% annually
Chlamydia Infection Screening	100% annually
Mammogram	100% annually
Bone Density	100% annually
Pap Test	100% annually
Complete Blood Count (CBC)	100% annually

### Immunizations – Adult Female

Tetanus Injections (with or without diphtheria)	100% as often as recommended by physician
Meningitis	100%
Herpes Zoster	100%
Influenza Vaccine	100% annually
Human Papillomavirus (HPV)	100%

Pneumococcal Vaccine	100%
Travel Vaccinations	100% as often as recommended by physician
Measles, Mumps, Rubella (MMR) for Adults	100%

### **Preventive Exams and Screenings – Children Birth to 18 (Covered as Well-Child Care)**

Office Visits; Examinations	100%, as often as recommended by physician up to age 2, annually as of age 2
Includes:	
• Physical and medical history	
• Height and weight	
• Head circumference (<1 year)	
• Ocular prophylaxis (at birth)	
• Hemoglobin (<1 year)	
• Preventive health counseling, injury prevention and education	
• Dental health	
• Subjective assessment of vision and hearing 0–4 years)	
• Vision and hearing screen	
• (4–18 years)	
• Developmental screening	
• (up to 4 years)	
• Blood pressure (>1 year)	
• Administration of immunizations as indicated below	

### **Immunizations – Children Birth to 18 (Covered as Well-Child Care)**

Hepatitis B Series	100%, as often as recommended by physician
Hepatitis A Series	100%, as often as recommended by physician
Diphtheria/Tetanus/Pertussis (DTaP)	100%, as often as recommended by physician
Adult Tetanus/Diphtheria (Td)	100%, as often as recommended by physician
Haemophilus Influenza (Hib) Series	100%, as often as recommended by physician
Influenza Vaccine	100%, as often as recommended by physician
Rotavirus	100%, as often as recommended by physician
Polio Series (IPV)	100%, as often as recommended by physician

Pneumococcal Conjugate (PCV)	100%, as often as recommended by physician
Measles/Mumps/Rubella (MMR)	100%, as often as recommended by physician
Chickenpox Vaccine (VZV)	100%, as often as recommended by physician
Human Papillomavirus (HPV)	100%
Travel Vaccinations	100% as often as recommended by physician

## SECTION 30

### UNION ACTIVITIES

#### A. Mailboxes

A Local Union representative may distribute the following materials through the Company's Flight Attendant mailboxes:

1. Union meeting notices and agendas;
2. Notices of Union officer nominations and elections;
3. Ratification announcements; and
4. Direct administrative correspondence with individual Flight Attendants relating to grievances, dues, or change of address;
5. Distribution of all other materials is subject to Company approval;
6. The MEC President or her/his designee may request permission from the Senior Vice President Inflight Services or her/his designee to distribute Union materials through the Company's Flight Attendant mailboxes.

#### B. Bulletin Boards

1. The Union shall have the ability to maintain an electronic bulletin board (maximum dimensions 50" screen) at all Flight Attendant Domiciles and co-terminals. The bulletin board shall be marked "Union" and the Union and the Company shall determine the location of the bulletin boards by mutual agreement. The Union shall provide the hardware and software necessary to operate the electronic bulletin board and the Company shall install the electronic bulletin board and supply the necessary connectivity. In the event the Union chooses not to use an electronic bulletin board or it is not possible to install an electronic bulletin board, the Company shall provide the Union with a glass enclosed (maximum dimensions 3'x 5'), lockable bulletin board labeled "Union" and keys shall be issued to the LEC President and the Base Director/Base Manager.
2. The bulletin boards are for all Union materials.
3. The Company retains the right to remove any objectionable information contained on any Union bulletin board. The Company will not remove or delete material from these bulletin boards or turn off the electronic bulletin board before it has made a reasonable effort to contact the LEC President, the LEC Vice President, or the LEC Secretary, or designees. The

Company retains the right to have immediate and ongoing access to all forms of bulletin boards in order to exercise its rights under this Paragraph.

4. In the event of a dispute over the removal or deletion of an item or an electronic bulletin board being turned off, the matter shall immediately be reviewed by the Vice President, Labor Relations or designee and the MEC President or designee. Bulletin board postings may not contain derogatory remarks about any Company personnel.
5. The following criteria shall be used when reviewing bulletin board postings: factual, non-inflammatory and not derogatory of the Company or its representatives.

## **C. Locked Boxes**

Locked boxes marked "Union" will be provided by the Company at all Domiciles and co-terminals in a location reasonably accessible to Flight Attendants.

## **D. Union Pin**

Flight Attendants shall be permitted to wear the official Union pin on a place visible on all Flight Attendant uniforms. The Company reserves the right to designate the location where the official Union pin may be worn.

## **E. Union Activities While On Duty**

Flight Attendants while on duty, shall not engage in Union activities unless provided for in this Agreement.

## **F. Transportation**

1. Up to forty (40) officials designated by the AFA MEC President shall be furnished non-revenue, positive space (NRPS) transportation when on approved Union business. Such passes shall be Company business passes at PS4B level (self-book, fee waived). Other Flight Attendants on approved Union business shall be provided passes at a PS5B level (fee waived).
2. The Union shall be given no less favorable consideration than any other labor organization in regard to transportation for approved Union business.

## **G. Releases**

The Company shall honor all requests of the Union for release of Flight Attendants for Union business consistent with the needs of the service. If a Union release will cause a Reserve to be unable to be assigned on her/his other days during that block of days of

availability, the Reserve will be placed on Union release for the day(s) requested and for all other days in her/his reserve block. If the Reserve (i) is available for assignment on the availability days preceding/following the requested Union release and (ii) there is a trip operating on those days to which she/he could be assigned, (whether actually assigned or not), the Union may request to have the non-requested released days converted back to reserve availability days. Union releases may be made up in accordance with the provisions of Section 7.S. at any time in the two (2) subsequent schedule months.

## **H. MEC Information**

The Company shall provide the MEC President or designee with the following:

1. A monthly list of all Flight Attendants who illegally exceed the monthly flight time limitations and the hours they have flown, upon request of the MEC President.
2. A list of all names and addresses of furloughed Flight Attendants.
3. A list of all names and addresses of recalled Flight Attendants.
4. A copy of each monthly flying schedule, including any additional pairings built after the bid packet is finalized, and all reserve move-up lines.
5. A copy of the current System Seniority List twice a year.
6. A current address list of all Flight Attendants at Company cost.
7. On a weekly basis, the number of Flight Attendants drafted daily, as defined in Section 2.I., and the flights and dates involved.
8. The number of charters and International Charters by Domicile and the number of hours on a monthly basis.
9. A quarterly list of all transfer requests on file.
10. Each January and July, a list of all Flight Attendants who are or have been on Company business assignment. Such list will include the nature and duration of the assignment(s).
11. Special TDY information
  - a. The names and file numbers of people accepting the assignment as well as the location of such assignments.
  - b. Copies of reserve lines of flying.

12. A copy of the daily United Daily or equivalent.
13. Upon request, the Senior Vice President-Inflight Service or designee will review with the MEC President or designee, the monthly Domicile and System Flight Attendant Utilization Report, and the Domicile and System Monthly Flight Attendant costs, as well as the annual summary for each.
14. The names of Flight Attendants displaced, on a monthly basis and the names of the Management and Union employees who displaced.
15. Upon request, the parameters and documentation used to establish the foreign currency exchange rates for Flight Attendant paychecks.
16. Such information shall be provided via automated means, whenever possible.
17. Access to secured lines will be granted to individuals holding a position as MEC President, Vice President, Secretary-Treasurer, MEC Grievance Chairperson and MEC Grievance Representatives. Such access may not be transferred to a designee and will end when the individual leaves office.

## **I. LEC Information**

The Company shall provide each LEC President with the following:

1. A monthly list of all Flight Attendant telephone numbers.
2. Relief and reserve move-up lines of flying each month.
3. A list of transfers in and out, new hires and terminations and leaves of absence (the date of commencement and duration) on a monthly basis.
4. A copy of all bid awards. Copies of Flight Attendants' computer bid screens, including relief bids, shall be maintained by the Company for a minimum of one hundred twenty (120) days.
5. A list of all address and telephone number changes monthly.
6. On a weekly basis, the number of Flight Attendants drafted daily, as defined in Section 2.I., and the flights and dates involved.
7. A copy of the Domicile seniority list.
8. A monthly list of all flight segments with the number of positions understaffed.
9. A copy of the current System Seniority List.

10. Upon request, a list of open flying requests and assignments.
11. TDY bid notices and the names of all Flight Attendants who are awarded positions in the TDY.
12. Such information shall be provided via automated means, whenever possible.
13. Access to secured lines will be granted to individuals holding a position as LEC Officers and Local Grievance Representatives. Such access may not be transferred to a designee and will end when the individual leaves office.

#### **J. Uniform Fire Testing**

Material used in future Flight Attendant uniforms shall conform with Class I standards of the Federal Flammability Standards Act, Public Law 88, Section 4a. The Company will provide the results of such tests to the Union prior to manufacturing.

#### **K. Uniform Changes**

The MEC President or designee shall be given advance notice in writing of the Company's intent to change or update the uniform and/or accessories or any portion thereof. Subsequent to such notification, the MEC President or designee shall be invited and shall meet with the Company throughout the planning and changeover process, and shall be afforded the opportunity to make recommendations. In the event the Union and the Company disagree with regard to color, fabric, uniform items or accessories, the Union shall be given the opportunity to review their recommendations with the Senior Vice President-Inflight Service prior to making a final decision.

#### **L. Union Schedule Committees**

1. Central Schedule Committee
  - a. The Company and the Union Central Schedule Committee will meet every month or more frequently if necessary. The purpose of these meetings will be to review flying assigned to and lines constructed for both Domestic and International Flying.
  - b. Upon request by the Central Schedule Committee, the Company will meet to discuss Reserve assignments into days off. The meeting shall include but not be limited to a review of data regarding such assignments, including assignments into the second or more day off, and steps to reduce the frequency of such assignments.

c. For meetings which involve reviewing the flying assigned to the Domiciles or construction of lines of flying, the Union will pay for hotel, transportation, meal expenses and the flight pay loss. When additional meetings involving scheduling issues are requested by the Company, all costs will be borne by the Company.

2. Local Schedule Committee

a. A Union Local Schedule Committee shall be established at each Domicile. The function and purpose of this Committee shall be to consult with and make recommendations to the Company consistent with the provisions of the Agreement as to the manner in which monthly flying schedules are made up for preferencing by Flight Attendants. The Committee will normally be given at least three (3) days for Domestic and at least three (3) days for International each month, to review the pairings assigned to that Domicile for the subsequent month and to make such recommendations to the Company as to the preparation of the lines of flying. If circumstances preclude giving the full three (3) days, the Committee will be given as many days as possible to prepare its recommendations. If the manner in which the monthly flying schedules are made up does not require an increase in the number of Flight Attendants at the Domicile, lower the utilization of Flight Attendants or unreasonably worsen the working conditions of the junior Flight Attendants, the monthly schedules may be constructed to allow a choice of working conditions for Flight Attendant preferencing.

b. Union Schedule Committees may make recommendations to the Company as to the sequencing of trips for relief and reserve move-up lines as soon as possible after receiving the monthly pairing information summary sheet. These recommendations will be taken into consideration for the construction of the lines.

3. The Local Schedule Committee will utilize the Company's line construction program (AFLYER) to produce the monthly lines of flying. If access to the line construction program is temporarily unavailable, the Local Schedule Committee will indicate its preference as to the grouping and sequencing of pairings in the lines of flying and reserve days off lines to Crew Scheduling and their recommendations shall be reviewed and utilized in accordance with Paragraph L.2.a. of this Section in the development of the final monthly flying assignment. If it is possible through this computer program to balance time in the lines of flying, the Local Schedule Committee will be given a copy of the lines as they appear both prior to and following

such balancing. The Committee shall then be given at least three (3) days to review the lines of flying and to make recommendations to Crew Scheduling for changes it desires to the grouping and sequencing in the lines.

## **M. Meeting with Union**

Upon request, the Company shall meet with the Union concerning matters relating to Flight Attendants.

## **N. Union Office Space**

The Company will make every effort to provide the Union with office space at Domicile locations. Such space will be non-contiguous to the Inflight Service office. If space owned or leased by the Company can be made available, it shall be provided at no cost to the Union. Otherwise, the Company shall assist the Union in obtaining space and related costs will be borne by the Union. The Union will be given no less favorable consideration than any other labor organization in regard to the continued availability of space for union offices on Company property. The Company shall also provide a Company intranet terminal with an associated printer at the MEC and LEC offices. This terminal will be authorized mode 46 or equivalent access. The Company will retain ownership and perform all required maintenance of the equipment. Additionally an internal Company telephone line shall be provided at the LEC offices and all associated costs shall be borne by the Union.

## **O. New Hire Training**

The Company shall allot two (2) hours per new hire class at the Flight Attendant training location for a representative of the Union to address each class of trainees. The Union will provide the Company an agenda for such presentation. The Company will notify the Union of the date and time for the presentation at least seven (7) days in advance. A Company representative may be present.

## **P. Union Flight Pay Loss**

1. The Company will assume the cost of ten (10) hours of credited flight time per month for each one hundred (100) United Flight Attendants on the System Seniority List for use by Local Council Presidents or designees. Such credited time shall be distributed by the by the MEC President/designee for Local Councils to conduct Union business.
2. In addition, the Company will assume the cost of three and a half (3.5) hours of credited flight time per month for each one hundred (100) United Flight Attendants on the System Seniority

List to be administered by the Master Executive Council President for the purpose of conducting Union business for United Flight Attendants. It is understood that this time will not be used for the purpose of contract negotiations or for a System Board Member.

3. Upon request, the Senior Vice President-Inflight Service may authorize additional flight pay loss for issues of mutual interest.
4. The Union shall reimburse the Company for any additional flight pay loss above the amounts specified above, plus an override which shall not exceed thirty percent (30%).

#### **Q. Union Hotel Committee Transportation**

Any offline transportation approved by the Company shall be NRPS status or via normal passenger positive space ticketing. On Union requested inspections, if the Union approves the offline transportation routing, the Union shall bear the expense of such transportation for AFA inspectors.

## SECTION 31

### UNION SECURITY AND 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 such 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 generally applicable to any other member of his/her 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/his occupation as a condition of acquiring or retaining membership.

For the purpose of this Agreement, "membership in good standing" in the Union shall consist of the payment by the employee of initiation fees (except in case of authorized and permissible transfers from other Councils 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 the procedures set forth in the Union's "Constitution and Bylaws."

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/his occupation covered by this Agreement, the Union shall notify the appropriate Company Vice President 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 (2) 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 appropriate Company Vice President that said employee is delinquent in the payment of 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 (7) 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 appropriate Company Vice President with a copy to the employee, that the employee has failed to remit payment of dues within 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 discharge the employee.
5. The Company will, within three (3) working 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 Paragraph A.7. below.
6. An employee terminated at the request of the Union as per this Article 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 thirty (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**

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 employees covered by this Agreement unless: (1) the Company has received a Check-Off Form, and (2) the dues for the employee conform to the applicable dues for employees 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 procedures provided in this Agreement.

ASSOCIATION OF FLIGHT ATTENDANTS-CWA AFL-CIO  
AND  
UNITED AIR LINES, INC.  
AUTHORIZATION FOR CHECK-OFF OF  
INITIATION FEE AND UNION DUES

I hereby authorize the Company to deduct from my first paycheck of the month the amount equivalent to 50% of the initiation fee as established and levied in accordance with the Constitution and Bylaws of the Association of Flight Attendants-CWA ("Union") and to pay such amount directly to the designated officer of the Union.

Additionally, I authorize the Company to deduct from the second paycheck of the month the amount equivalent to 50% of the initiation fee as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of the Union.

I further authorize the Company to deduct the amount equivalent to the monthly dues as established and levied in accordance with the Constitution and Bylaws of the Union and to pay such amount directly to the designated officer of the Union. Dues shall be deducted from the second paycheck of the next month and every month thereafter.

Separate and apart from all deductions for initiation fees and dues referenced herein, I also direct the Company to deduct from the second paycheck of each month an additional amount, equal to one month's dues, for the purpose of satisfying any current or future dues arrears obligation and to pay such amount directly to the designated officer of the Union. Such arrears deduction shall continue until the entire dues arrearage is satisfied.

I agree that this authorization shall be irrevocable for a period of one year from the date of execution and thereafter may only be revoked by sending written notice to the International Secretary-Treasurer of the Association of Flight Attendants via certified mail, return receipt requested. Dues deductions will then cease within 60 days of the receipt of the revocation by the International Secretary-Treasurer.

Contributions or gifts to the Association of Flight Attendants-CWA are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

---

Employee Number

---

Previous AFA Council

---

Initiation Fee

---

Monthly Dues

---

Employee Signature

---

Date

---

Employee Name (please print)

---

Station/Location

---

Home Address

---

City

---

State

---

Zip

Please complete and return to:

Association of Flight Attendants – CWA, AFL-CIO  
501 3rd Street, NW, Washington, D.C.  
20001-2797

For AFA International Use Only

Initiation Fee Waiver: \_\_\_\_\_ Yes \_\_\_\_\_ No

Amount in Arrears: \_\_\_\_\_

As of: \_\_\_\_\_

## SECTION 32

### DURATION

This Agreement shall become effective on August 28, 2016, and shall continue in full force and effect through and including August 28, 2021, on which date this Agreement shall renew itself in its entirety and on each succeeding August 28th thereafter, unless written notice of intended change is served in accordance with Title 1, Section 6 of the Railway Labor Act, as amended, by either party hereto at least thirty (30) but not more than two hundred seventy (270) days prior to August 28, 2021, or any year thereafter. The parties shall commence direct negotiations with respect to such notice no later than thirty (30) days following the delivery of such notice.

Notwithstanding the above, if notice is served at least thirty (30) days prior to August 28, 2020, the parties agree to commence direct negotiations with respect to such notice no later than thirty (30) days following the delivery of such notice.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

---

Jean-Jacques Kande  
JNC Member

/s/

---

Cari Kershaw  
JNC Member

/s/

---

Kevin Lum  
JNC Member

/s/

---

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for special pass benefits for certain Flight Attendants who resign from the Company.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms regarding such special pass benefits.

1. Flight Attendants who resign from the Company and who have twenty (20) years of Company seniority would receive the following pass benefits. These passes are in lieu of any pass benefits they may have been entitled to under Company policy had they early retired when eligible.
  - eight (8) round trip/sixteen (16) one-way passes per eligible family member will be deposited annually;
  - Participant has the ability to add/remove eligible family members, according to Company policy;
  - Passes are valid for thirteen (13) months;
  - Passes are valid for transportation only on United and United Express;
  - All passes are valid for travel anywhere in the United system;
  - Pass travel will be at the SA4P boarding priority, or its future equivalent;
  - Pass travel seniority will be frozen at the years, months and days of service measured at the date of separation from United;
  - Consistent with current program rules, pass travel expires upon the death of the participant;
2. Eligible family members are limited to the employee, spouse/

domestic partner and eligible children, as defined by the Company's Pass Travel Policy, as may be changed from time to time.

3. Flight Attendants who resign with twenty (20) years of service may be required to give the Company at least six (6) months advance notice. All such resignations will be effective the first day following six (6) months in the event such notice is required. Flight Attendants must request such travel at the time of their resignation in order to be eligible.
4. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for crew rest seats on the B-767-400.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms:

1. The Company's existing fleet of B-767-400 aircraft will be retrofitted with four (4) enhanced cabin crew rest seats. The new seats shall have enhanced recline and leg rest, and shall be installed in either the most forward or most aft rows of Economy, and curtained.
2. The timeline for completion of the crew seat installation will depend upon the design and manufacturing of the new seats, and FAA certification. The intention is to coordinate the installation of the new seats with the heavy maintenance service schedule of the aircraft being retrofitted. Installation shall commence in January 2017, and is estimated to be completed by March 31, 2018.
3. Until the new crew rest seats are available for use, the current crew rest seat locations shall be used for crew rest (seats 43KL and 44KL).
4. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union"), hereby agree as follows:

Upon entry into service of the final of the three (3) B-777 aircraft scheduled to enter service between January 2017 and March 2017 (serial numbers 62642, 62643 and 62644), the Company will operate these aircraft as s-UA aircraft and will operate the three (3) B-787 aircraft with serial numbers 40918, 60143 and 60144 as s-CO aircraft until implementation of common crew management system and the integration of the separate s-UA, s-CO and CMI Flight Attendant work forces as defined in the Transition Letter of Agreement.

Agreed and entered into this 28th day of August 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/ \_\_\_\_\_  
Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/ \_\_\_\_\_  
Ken Diaz, President  
United MEC

**FOR UNITED AIR LINES, INC:**

/s/ \_\_\_\_\_  
P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/ \_\_\_\_\_  
Sam Risoli  
Senior Vice President –  
Inflight Services

---

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

---

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

---

/s/

Randy Hatfield, President  
Continental MEC

---

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

---

/s/

Jack Hegg  
JNC Member

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/s/

Jean-Jacques Kande  
JNC Member

---

/s/

Cari Kershaw  
JNC Member

---

/s/

Kevin Lum  
JNC Member

---

/s/

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

**WITNESSETH:**

It is mutually agreed:

- A. The Company agrees to deduct a monthly contribution to the Association of Flight Attendants Political Action Committee (referred to herein as "FLIGHT-PAC") from the pay of each Flight Attendant who voluntarily authorizes such contributions on the form provided for that purpose by the Union (referred to herein as "Check-Off Forms").
- B. The language of the Check-Off Forms shall be as shown on Exhibit A, attached hereto.
- C. All Check-Off Forms will be submitted through the President of the Master Executive Council of the Union, who will forward the original signed copy to the Company's Payroll Accounting Manager, United Airlines, Inc., HQJPZ, 600 Jefferson Street, Houston, Texas, 77002. A properly executed Check-Off Form, filed before and received by the Payroll Section of the Accounting Department, Houston, Texas, prior to the 10th of any month will become effective the 1st of the month following its receipt. Illegible or improperly executed forms will be returned to the President of the Master Executive Council of the Union.
- D. Any notice of revocation as set forth in the Check-Off Form must be in writing, signed by the employee and delivered by certified mail, addressed to the Payroll Accounting Manager, United Airlines, Inc., HQJPZ, 600 Jefferson Street, Houston, Texas, 77002 with a copy to the President of the Master Executive Council. Check-Off Forms and notices so received by the Company will be stamp-dated on the date received and will constitute notice to the Company of the date received and not when mailed. Such notices received by HQJPZ and stamp-dated by the 10th of any month will become effective the 1st of the following month.

E. Deduction of a Flight Attendant's contribution shall be made each month provided there is a sufficient balance due the Flight Attendant at the time after all other deductions authorized by the Flight Attendant or required by law (including money claims of the Company and the Credit Union) have been satisfied. Within a reasonable time after the second regular paycheck issued each month, the Company will remit to (Fund ) a check in payment of all contributions collected for that month pursuant to outstanding and unrevoked Check-Off Forms, together with a list of the names of those Flight Attendants for whom contributions were deducted and the amount deducted for each such Flight Attendant.

F. A Flight Attendant who has executed a Check-Off Form and (1) who resigns from the Company; (2) who is laid off; or is (3) otherwise terminated from the employ of the Company shall be deemed to have automatically revoked her/his assignment as of the date of such action and if she/he (1) is rehired; (2) is recalled; or (3) reemployed, further deductions of ( Fund ) contributions will be made only upon execution and receipt of another Check-Off Form.

G. It will be the Union's responsibility to verify apparent errors in deduction of ( Fund ) contributions before contacting the Company Payroll Accounting Manager.

H. United Airlines, Inc., shall be held harmless and indemnified by the Union for any claims which may be made by the Flight Attendant or Flight Attendants by virtue of the wrongful application and misapplication of any of the terms of this Letter of Agreement.

I. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

---

/s/

Ken Diaz, President  
United MEC

---

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

---

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

---

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

---

/s/

Randy Hatfield, President  
Continental MEC

---

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

---

/s/

Jack Hegg  
JNC Member

---

/s/

Jean-Jacques Kande  
JNC Member

---

/s/

Cari Kershaw  
JNC Member

---

/s/

Kevin Lum  
JNC Member

---

/s/

Morna M. MacDonald  
JNC Member

**EXHIBIT A****FlightPAC FORM**

**Yes**, I want to support FlightPAC to promote my concerns as a Flight Attendant through AFA's legislative and political activities. Please check one:

I want to support FlightPAC through payroll deduction and I authorize my company to deduct from my gross earnings per month and remit to AFA's FlightPAC: (circle one):

\$10      \$15      \$20      \$25      Other \$ \_\_\_\_\_.

Instead, enclosed please find my check made payable to FlightPAC for \$\_\_\_\_\_.

---

SIGNATURE

NAME

---

DATE

ADDRESS

---

EMPLOYEE ID#

AIRLINE

---

E-MAIL ADDRESSREFERRED BY AFA  
MEMBER (ID# ONLY)

This Authorization is voluntarily made based on my specific understanding that:

- The signing of this authorization card and the making of contributions to FlightPAC are not conditions of membership in the union nor of employment with the company and that I may refuse to do so without fear of reprisal.

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the Company committed to extend transportation to Union staff as a professional courtesy.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree as follows:

1. The MEC President will be issued six (6) free NRPS PS5B, or its future equivalent, tickets per year to be used by Union employees when traveling on Union business related to United Airlines.
2. The Senior Vice President – Inflight Service or the Director Labor Relations - Inflight may provide additional tickets to the extent deemed appropriate by such officials.
3. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms regarding Flight Attendant participation in the Continental Retirement Plan.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms regarding Flight Attendant participation in the Continental Retirement Plan.

1. Flight Attendants who immediately prior to the Effective Date of the Agreement, were covered by the subsidiary-Continental collective bargaining agreement and participating in the Continental Retirement Plan (CARP) shall continue to participate in CARP.
2. Flight Attendants will retain the right to obtain a lump sum distribution from CARP in accordance with its plan provisions.
3. In the event the Company terminates or freezes CARP with respect to participating Flight Attendants, the Company shall begin making contributions to the IAM National Pension Plan (NPP) on behalf of each affected Flight Attendant.
4. The contribution referenced in item 3 above shall be in an amount equal to \$1.60 for each hour that such Flight Attendants are entitled to receive pay under the Agreement multiplied by one point eight nine one (1.891), to the maximum specified by the IAM plan, for the remaining term of the Agreement.
5. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS IN THE SERVICE OF  
UNITED AIR LINES, CONTINENTAL AIRLINES AND  
CONTINENTAL MICRONESIA  
AS REPRESENTED BY THE  
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the “Company”) and the Association of Flight Attendants – CWA, AFL-CIO (the “Union”), which represents the Flight Attendants in the service of United Airlines, Inc., Continental Airlines, Inc. and Continental Micronesia, Inc.

WHEREAS during the negotiations between the Company and the Union (collectively, the “parties”) leading to the 2016 – 2021 Agreement (the “Agreement”), the parties discussed the Union’s interest in the employment status of the Continental Micronesia Flight Attendants (the “CMI Flight Attendants”).

NOW THEREFORE, the parties to this Letter of Agreement hereby agree as follows:

1. United Airlines agrees to transition the Continental Micronesia Flight Attendants who are based in Guam and represented by the AFA-CWA (the “CMI Flight Attendants”) to a direct employment relationship with United Airlines as soon as practicable after the Date of Signing of the Agreement which will cover the pre-merger United, Continental and CMI Flight Attendants.
2. The transition to the direct employment relationship will be accomplished once the necessary steps related to HR technology systems, including payroll and benefit issues, are resolved.
3. As of the Date of Signing of the Agreement, CMI Flight Attendants will be fully covered by the Agreement as implemented in accordance with the Implementation Letter of Agreement, including the Scope and Reduction in Personnel provisions, before and after the transition to the direct employment relationship.

4. The Joint Implementation Team will be responsible for the development of the process to transition CMI Flight Attendants to the direct employment relationship with United Airlines, Inc.
5. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

Agreed and entered into this 28th day of August 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

---

Kevin Lum  
JNC Member

/s/

---

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon the terms of this Civil Reserve Air Fleet (CRAF) Letter of Agreement to provide certain rates of compensation, rules and working conditions with respect to the Company's CRAF Operation.

NOW, THEREFORE, it is hereby mutually agreed and understood by and between the parties of this Letter of Agreement that the rates of compensation, rules and working conditions stipulated herein shall be in full force and effect on the Company's Civil Reserve Air Fleet Operation; and further provided that all provisions of the Agreement, except as specifically modified or excepted by this Letter of Agreement, shall be applicable also to the Company's Civil Reserve Air Fleet Operation.

## **1. CRAF Operation**

The term "CRAF Operation" for the purpose of this Letter of Agreement means all flight operations conducted in accordance with the agreement between United Airlines and the Department of Defense but shall not include the Company's certificated service or commercial charter service of any other government operation.

## **2. CRAF List**

- a. A System CRAF volunteer list will be bid and awarded and will be the recognized CRAF list until replaced as the result of any later system bid.

- b. The size of the active CRAF list will be determined by the Company after consultation with the Union.
- c. If there are insufficient volunteers for the list the Company may assign Flight Attendants in inverse order of system seniority.
- d. Language Qualified positions will not be assigned to CRAF trip pairings.
- e. Flight assignments for FSL positions (as designated) will be filled from among the FSLs on the CRAF list, if available. If there are insufficient volunteers with FSL qualifications, assignment of FSL positions will be filled from among Flight Attendants assigned the CRAF pairing.
- f. The Company shall facilitate the procurement of the appropriate security clearances and restricted area identification, including, but not limited to the Geneva Convention Identity Card (DD Form 489) as required by the appropriate Government authority for all Flight Attendants awarded a CRAF bid. Flight Attendants shall be provided any necessary intelligence/safe-passage briefings prior to operating any applicable CRAF trip.

### **3. Flight Assignments**

- a. After establishing the active CRAF list, trip pairing assignments will initially be made on the basis of seniority and availability. Thereafter, assignments will be made on a FIFO availability basis.
- b. Before bypassing a Flight Attendant, the Company will make:
  - (1). Two (2) calls to the Flight Attendant's permanent or alternate number within a ten (10) hour period for assignments more than seventy-two (72) hours in advance; or
  - (2). Two (2) calls within a five (5) hour period for assignments seventy-two (72) hours or less in advance.
- c. A Flight Attendant may refuse no more than one CRAF assignment in a calendar quarter. A second refusal in a quarter will result in the Flight Attendant's removal from the CRAF list.
- d. A Flight Attendant may remove her/his name from the System CRAF list with thirty (30) days' written notice to the Company.

- e. The Company may draft in inverse seniority order from the active CRAF list if necessary to cover a CRAF trip pairing. If insufficient coverage still exists, the Company may then draft in seniority order from the remainder of the CRAF volunteer list.
- f. The Company will provide NRPS must ride transportation on the Company's system to position a Flight Attendant to and from the originating point of a CRAF trip pairing. Pay and expenses will be based on required check-in to debriefing for the trip pairing, except that the Company will provide a hotel before and/or after a trip pairing where legality rules would require for Flight Attendants not assigned to the Domicile from which the trip pairing originates.
- g. When covering multiple trip pairings on a daily basis, the Company may assign Flight Attendants from the active list in a manner which will minimize positioning.
- h. The provisions concerning contacting Flight Attendants during legal rest periods contained in Section 6.Z.3. of the Agreement will apply except in emergencies.

#### **4. Flight Time and Legalities**

- a. Sections 6.L., O., P.2., R., T., and W. will apply to Flight Attendants assigned a CRAF trip pairing.
- b. Notwithstanding above Paragraph 4.a., scheduled CRAF trip pairings may exceed the limitations provisions of Section 6.T. of the Agreement, and if so, Flight Attendants will receive additional pay at their regular rate for each hour or portion of an hour actually on duty in excess of the hours of Section 6.T. of the Agreement, in accordance with Section 6.Y.2. and 3. Scheduling will apply the override described above based on scheduled duty time. Such compensation is for pay purposes only and may not be used to offset any other guarantees.
- c. CRAF trip pairings may be constructed with a report time up to ninety (90) minutes earlier than the normal check-in time for that aircraft type. In the event that the Company increases scheduled check-in time(s), it shall make increases in five minute (0:05) increments up to a maximum increase of ninety (90) minutes. Flight Attendants shall be paid for the increased time in accordance with Section 6.R.6.

## 5. Line Guarantee

- a. In the application of Section 6.I. of the Agreement, when assigned a CRAF trip pairing, the monthly guarantee for a Lineholder will reflect the greater value of the CRAF trip pairing flown or the scheduled trip pairing(s) necessary to be dropped.
- b. If a CRAF trip pairing cancels prior to the departure of its first segment, a Lineholder Flight Attendant will cover any trip pairing(s) she/he dropped in order to fly the CRAF trip pairing. If the dropped trip pairing(s) is no longer available, the Lineholder will be subject to Section 7.Q. reassignment(s) as applicable.

## 6. Expenses

- a. Flight Attendants on the CRAF operation will receive expenses per Section 5.A.1.b. of the Agreement.
- b. Crew meals and drinking water will be provided on all international segments. Meals will not be used to reduce the hourly expense allowances and will be at least equal in quality as those provided for passengers, or for pilots where there are no passengers.
- c. When meals, lodging, or transportation are not provided by the Company, Flight Attendants on the CRAF Operation shall be reimbursed for such expenses in accordance with Section 5 of the Agreement.

## 7. Compensation

Flight Attendants assigned to a CRAF trip pairing shall be paid rates of compensation as stipulated in Section 4.A. of the Basic Agreement. In addition, Flight Attendants will receive a premium of \$5.00 per hour for all CRAF trip pairings except for those trip pairings flown wholly within the United States.

## 8. Vacation

- a. Flight Attendants on the CRAF list will maintain their current vacation schedule and at their current rates of pay.
- b. A Flight Attendant who flies one or more CRAF trip pairings covering sixteen (16) or more days in a given month will receive credit for an additional two and one-half (2 ½) vacation days for each such month to be taken the following year. Days off between consecutive CRAF trips will count as assigned CRAF days for this purpose.

## **9. Insurance**

A Flight Attendant assigned to a CRAF trip pairing will be covered by the insurance and pay continuation benefits prescribed under Section 10 (AMC), Paragraphs C., D., E., F., and G., and Section 27 (Missing, Interned, Hostage or Prisoner of War) of the Agreement. In addition, except as modified by this Paragraph, such Flight Attendant shall continue to be covered by the Company's Group Insurance program.

## **10. Essential Operations**

Flight Attendants will continue to fly any CRAF flight deemed essential to the national defense, provided such flights are solely military in nature and carry cargo composed entirely of military requirements even though, at the time such military flights are necessary, the Flight Attendants have for any reason withdrawn from regular airline service.

- a. To assure the movement of a particular flight under such circumstances, the Union will require certification by an appropriate Company official designated by the Company that such flight is in accordance with the specifications set forth in this Paragraph 10. This certification shall be provided prior to movement of the flight where feasible, or, where not feasible, promptly thereafter.
- b. Flight Attendants who fly such military traffic will not lose any benefits accruing to other Flight Attendants which they would otherwise have received upon settlement of an unresolved labor dispute.

## **11. General**

The Company agrees to meet with the Union to resolve unanticipated issues as may arise during the CRAF operation. If requested by the Union, such discussions will include the Senior Vice President Inflight or his/her designee.

## **12. Maximum Duty Time**

The maximum scheduled and actual duty times of Section 6.T. may be extended by the Company as necessary up to the FAR duty time maximums.

## **13. On Board Rest**

A Flight Attendant will be provided at least two (2) hours on board rest for any combination of flight segments in a duty period which exceed the Section 6.T. maximums.

## 14. Staffing

Staffing levels will be augmented above FAA minimums in accordance with FARs based on scheduled duty time.

## 15. Per Diem

In addition to the expenses provided in Paragraph 6 above, per diem will be provided from the Flight Attendant's home Domicile until the Flight Attendant returns to the home Domicile for all positioning segments for CRAF trip pairings.

## 16. Duration

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for further discussions regarding development of a cost-neutral defined benefit plan for Flight Attendants.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms for further discussions regarding development of a cost-neutral defined benefit plan for Flight Attendants.

1. The Company and the Union shall meet and agree regarding whether developing a new cost-neutral defined benefit plan for Flight Attendants is practical.
2. Neither party shall be under any obligation to agree to the implementation of such a defined benefit plan.
3. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS the parties have agreed to an attendance and dependability point system and progressive discipline system; and

WHEREAS the former subsidiary-Continental and former subsidiary-Continental Micronesia Flight Attendants operated under attendance and progressive disciplinary systems that are different than the agreed upon systems under this Joint Collective Bargaining Agreement; and

WHEREAS it is necessary to convert those former subsidiary-Continental and former subsidiary-Continental Micronesia Flight Attendants with active discipline to the agreed upon system;

THEREFORE the parties agree to the following:

**TRANSITION AND CONVERSION OF DISCIPLINE**

A. On the Transition Date, s-CO and CMI Flight Attendants who are in active discipline for attendance shall convert from their pre-transition status to their post-transition status based on the following:

1. Regardless of their absences, Flight Attendants who do not have active attendance discipline on the Transition Date shall begin with zero points.
2. Flight Attendants who have active discipline for attendance on the Transition Date shall have their discipline converted into Attendance Warnings. Each Flight Attendant will be assigned the minimum number of points for her/his level, irrespective of actual dependability records, and any future attendance points will begin accruing from that threshold, e.g. all Flight Attendants converted into Attendance Warning Level 1 will be assigned 6 points. The conversion will be as follows:

Pre-Transition Level	Transition Date Level and Points
Verbal Warning	Attendance Warning 1 – 6 pts.

Written Warning      Attendance Warning 2 – 12 pts.

Termination Warning      Attendance Warning 3 – 18 pts.

Flight Attendants whose active discipline as of the Transition Date is based exclusively on performance will convert as follows:

Pre-Transition Level      Transition Date Level

Verbal Warning      Performance Warning 1

Written Warning      Performance Warning 2

Termination Warning      Performance Warning 3

3. Flight Attendants who have active discipline at the Termination Warning level for a combination of Attendance and Performance on the Transition Date shall have their discipline converted as follows:

Performance Warning 3      Attendance Warning 3 – 18 pts.

B. On the Transition Date, s-UA Flight Attendants who have active discipline for attendance shall convert from their pre-transition status in attendance to their post-transition status based on the following:

1. Regardless of their absences, Flight Attendants who do not have active Attendance LOWs on the Transition Date shall begin with zero points.

2. Each Flight Attendant who has active discipline for attendance will have her/his points reset to the threshold for her/his level of discipline, irrespective of actual dependability records, and any future attendance points will begin accruing from that threshold, e.g. all Flight Attendants at Attendance Warning Level 1 will begin with 6 points. The conversion will be as follows:

Pre-transition Level	Transition Date Level and Points
LA-1	Attendance Warning 1 – 6 pts.
LA-2	Attendance Warning 2 – 12 pts.
LA-3	Attendance Warning 3 – 18 pts.
LA-4	Attendance Warning 4 – 24 pts.

- C. A Flight Attendant's time spent in discipline prior to the Transition Date shall apply to her/his disciplinary status post-transition and the applicable duration periods established by this Letter of Agreement.
- D. In recognition of the fact that training of relevant Association and Company personnel is essential to the successful implementation of this Agreement, the parties will implement the terms of this Agreement on a date to be determined, which will occur as soon as practicable after substantially all relevant personnel have been trained. That date is referred to herein as the Transition Date.
- E. During the period between approval of this Agreement and the Transition Date, pre-Agreement procedures and processes will govern discipline and dispute resolution.
- F. For alleged misconduct occurring after approval of this Agreement but before the Transition Date, the parties will jointly use best efforts to complete applicable hearing before the Transition Date. If a hearing is not completed before the Transition Date, the new procedures of the Agreement and Section 23 will govern the administration and application of discipline even if the underlying conduct occurred prior to the Transition Date, subject to an exception if the Company is at fault in unreasonably delaying the hearing.
- G. Prior to the Transition Date, the timely challenge of discipline pursuant to Section 23 of the Flight Attendant Agreement shall preserve one's right to contest that discipline at a System Board of Adjustment hearing.
- H. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS, the Association and the Company are desirous of establishing an alternate method of dispute resolution to supplement current procedures, which will enhance the parties efforts to expeditiously and efficiently resolve pending grievances;

NOW, therefore, it is mutually agreed that the following procedures shall be utilized for expedited arbitration for the purpose of resolving disputes which may arise under the terms of the Flight Attendant Agreement.

1. For each day designated and scheduled for Expedited Arbitration, the Company and the Association shall mutually agree to the selection of one neutral, to be chosen from a Panel of Arbitrators mutually agreed upon by the parties, together with one Association appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment (hereinafter "Board").
2. The parties agree to meet and confer on a monthly basis to determine which cases will, by mutual agreement, be scheduled for Expedited Arbitration in the next month, such that both parties will have a minimum of twenty (20) days advance notice of the Expedited Arbitration schedule.
3. The Board shall sit for a minimum of twelve (12) days per year pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties. When dates scheduled for traditional Arbitration are cancelled, the parties will make a reasonable effort to use those dates for Expedited Arbitration.

4. At the conclusion of each day of Expedited Arbitration, the Board shall issue a written award (without a written opinion) no later than at the conclusion of said day, for each case heard during that day. Awards issued by the Expedited Arbitration Board shall not establish precedent and will not be used or referred to in the future by either party in any other proceedings except to enforce the terms of the award.
5. Each party agrees to waive its right to arbitration pursuant to Section 24 of the Agreement by submitting a case to Expedited Arbitration.
6. Each party shall be represented by any one person that it may choose and designate, and each party shall be limited to one other person to testify. Such testimony may be provided either in person or by telephone.
7. Each party shall inform the other party, in writing (stating name and case number), of the identity of its witness, if any, who will testify at least ten (10) working days prior to the date the case is to be heard. Such notice will specify for each such person whether they will offer testimony in person or by telephone.
8. For cases that have not gone through the DRC (Dispute Resolution Committee) process, each party will provide to the other party a written statement of the issue(s), its position on the issue(s), and a list of material facts it believes to be in dispute to the other party at least ten (10) working days prior to the date the case is scheduled to be heard. Each party shall thereafter provide copies of all exhibits, documents, System Board awards and decisions, and any other arbitral precedent or treatise materials it intends to submit into evidence or refer to in the proceedings to the other party at least five (5) working days prior to the date the case is to be heard.
9. Each party shall have no more than thirty (30) minutes to present its case. This thirty (30) minute period shall include the party's opening statement (if one is desired), the direct examination of its own witness, and the cross-examination of the other party's witness, rebuttal and closing. All documentary evidence must be submitted by the parties within the time set forth in this Paragraph.
10. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing.
11. The time, date and location of the hearing must be agreed to by the parties.
12. The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraphs 6 and 7 above, to testify in the proceeding.

13. There shall be no transcripts or electronic records made of the proceedings.
14. Nothing in this Agreement shall prevent the parties from mutually agreeing to waive the time provisions in Paragraphs 2, 7 and 8 above.
15. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY ASSOCIATION OF FLIGHT ATTENDANTS-  
CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

During the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 - 2021 (the "Agreement"), the parties agreed to implement a Flight Attendant Bidding System for the bidding and awarding of vacation relief lines (hereinafter referred to as "FABS"). The parties to this Letter of Agreement hereby agree that the FABS will include the following conditions:

**A. FABS Vendor**

The Company will use Jeppesen or a mutually agreed to vendor. Once established, the Company will not make any changes to the FABS system unless mutually agreed upon.

**B. Contract Modifications**

Prior to implementation, the parties will meet and agree on any changes to the provisions of the Agreement consistent with the bidding process necessary to implement the FABS system.

**C. Implementation of FABS schedule consistent with the following:**

1. A Joint Implementation Committee (JIC) consisting of representatives from AFA, the Company and the vendor will be established. The JIC will develop the Detailed Requirements Document (DRD) including criteria for preferencing. It is anticipated the JIC will meet as needed during the development and implementation period. After implementation is complete the JIC will meet on an as needed basis to review the system.
2. Parallel testing of the FABS system will occur before implementation. The JIC will monitor the progress of this parallel testing to determine if additional testing is needed prior to implementation.
3. Phase in may occur on a Base/qualification basis consistent with the needs of the Company.

4. The parties agree that the above provisions will not unnecessarily delay the implementation of FABS.

D. Interim Vacation Relief Line Construction and Bidding

Until such time as FABS is implemented, the parties agree that vacation relief lines shall be made available to Flight Attendants as follows:

1. Vacation relief lines of flying shall be constructed and made available to those Flight Attendants awarded “relief” (RLF) on a monthly basis. AFA shall continue to make recommendations to the Company as to the sequencing of trips for RLF lines. Flying that becomes open as a result of vacations will be used, whenever possible, in the relief line construction process.
2. Domestic lines of flying shall be constructed using only Domestic pairings and International lines of flying shall be constructed using only International pairings. Relief lines of flying may be constructed using both Domestic and International pairings after completing the process of constructing Domestic Relief lines and International Relief lines. Special Qualification (FSL or LQ) relief lines may also be constructed whenever possible.
3. A Flight Attendant may leave a permanent bid on file. If a monthly bid is not received or if a Flight Attendant does not submit a bid into the award system, any permanent Vacation Relief bid on file will be used in the relief line award process.
4. In the primary bid process, Relief Lines will be bid as follows:

Any Relief Line . . . . . “RLF”  
Relief Line . . . . . Line #
5. Prior to the start of the bidding period, the approximate number of relief lines for the subsequent month will be made known to the Flight Attendants at the Base. A Flight Attendant who will be on vacation during the month may not bid for a relief line.
6. A Flight Attendant may bid a relief line at any point in order of bidding (see above for bidding code). If a Flight Attendant indicates a bid for a relief line and is awarded one by virtue of seniority, she/he must accept the assignment. However, she/he may indicate a bid for the type of flying she/he would like and this bid may be considered, if possible.
7. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

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Kathleen Domondon, President  
Continental Micronesia MEC

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**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
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UNITED AIRLINES, INC.  
AND  
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IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

During the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed to following:

Subject to other legal obligations, the Company will make reasonable efforts to fill Flight Attendant vacancies with those individuals who satisfy United's hiring standards, who have previously worked for carriers, represented by the Union, and who are no longer working for those carriers for economic reasons such as lay-offs or the shutdown of that carrier.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

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Senior Specialist - Labor Relations

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IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed to address foreign currency exchange rates for International Domicile Flight Attendant compensation.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree as follows:

1. Whenever necessary, the following floor exchange rates will be utilized for Flight Attendant compensation purposes:

<u>Domicile</u>	<u>To \$1 US</u>
LHRSW	.56 Pound Sterling
FRASW	.79762 Euro
HKGSW	7.25 Hong Kong Dollar
NRTSW	101.0 Japanese Yen

2. The purpose of these floor exchange rates is to insure a minimum compensation level for Flight Attendants based at the International Domiciles. If on the day payroll is calculated the actual exchange rate for any of the listed locations exceeds the floor rate, the higher rate will be utilized. On a semi-annual basis, the Company and the Association will review the use of these floor exchange rates for the prior year, to determine whether an adjustment is necessary. The Company will provide the Association with a monthly recap by Domicile of the actual exchange rates used for each pay period.
3. If substantial fluctuation in any of the above listed currencies occurs as a result of political or governmental changes, the parties will immediately meet to discuss whether an adjustment is

appropriate. The Union's recommendations will be considered in any final decision.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

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Kathleen Domondon, President  
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**FOR UNITED AIR LINES, INC:**

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P. Douglas McKeen  
Senior Vice President –  
Labor Relations

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Sam Risoli  
Senior Vice President –  
Inflight Services

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Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

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Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon an orderly process to resolve issues regarding the employment of foreign national flight attendants,

NOW THEREFORE, the parties to this Letter of Agreement hereby agree as follows:

1. "Foreign Nationals" as used in this Letter of Agreement shall mean an employee of United Airlines, not a United States citizen, who performs inflight service on designated United Airlines flights, and whose name does not appear on the Flight Attendant System Seniority List.

The maximum number of such employees and the exclusive route segments over which they may be utilized shall be as provided in this Letter of Agreement.

2. Foreign Nationals shall operate only on flights within or between China, Hong Kong, Indonesia, Japan, Korea, Malaysia, the Philippines, Taiwan and Thailand. Notwithstanding the above, the Company will schedule Flight Attendants on the System Seniority list to Hong Kong, Seoul and Tokyo in each schedule month the Company flies to those cities. In addition, Flight Attendants on the System Seniority List will be scheduled in each month to any city in the above countries which the Company operates into more than four (4) days a week.
3. Foreign Nationals will not be on the Flight Attendant System Seniority List and will not be covered by or subject to the terms and conditions of the Basic Flight Attendant Agreement.
4. The total number of Foreign Nationals shall not exceed one and one-half (1 ½) per cent of the total number of Flight Attendants on the Flight Attendant System Seniority List.

5. For the duration of this Letter of Agreement no Flight Attendant represented by the Union will be furloughed until all Foreign Nationals are furloughed or terminated. In the event a Flight Attendant is furloughed as permitted by this Paragraph, no Foreign National shall be assigned to any flight segment as provided by this Letter of Agreement before such furloughed Flight Attendant has been offered recall.
6. No Foreign National(s) shall be permitted to operate on any aircraft staffed by a Flight Attendant(s) represented by the Union. For purposes of this Paragraph, deadheading shall not be considered a working status. This does not preclude the Union from protesting safety concerns.
7. Training of Foreign Nationals may not be provided through Section 3.C. or Sections 14.E.6. and 14.E.7. of the Basic Agreement.
8. Foreign Nationals shall wear a uniform distinctly different from the Flight Attendant uniform.
9. The Company shall provide the MEC President with a monthly accounting of the number of Foreign Nationals employed, the trip pairings to be flown by Foreign Nationals and the number of Foreign Nationals assigned to those pairings. The Company will also provide payroll summary which includes the total gross salary paid to Foreign Nationals and the names of the individuals paid.
10. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

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Ken Diaz, President  
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Kathleen Domondon, President  
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Kevin Lum  
JNC Member

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Morna M. MacDonald  
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**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS, during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for the establishment of Flight Service Leader Flight Attendants ("FSLs"); and

WHEREAS, the parties desire to have an orderly transition process for the Company's initial selection and award of Flight Attendants into the FSL program on "Day One" of implementation of a common crew management system ("Day One"); and

WHEREAS, capitalized terms not defined herein shall have the meaning established in the Definitions Section of the Agreement.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree to the transition of Flight Attendants into the FSL sub-Bases as follows:

A. Initial FSL Vacancies in each Base will be filled as follows:

1. The initial complement of FSLs for the FSL sub-Bases on Day One will be awarded to Eligible FSL Qualified Flight Attendants in accordance with this Letter of Agreement. "Eligible FSL Qualified Flight Attendant" means a Flight Attendant, on the date immediately prior to Date of Signing who is on the International Service Manager ("ISM") or Qualified International Purser list in her/his respective Base.
2. Initial FSL vacancies will be filled in seniority order by Eligible FSL Qualified Flight Attendants in the Base.
  - a. Not later than one hundred eighty (180) days prior to Day One, the Company will post the initial complement of FSL positions to be filled in each FSL sub-Base on Day One.
  - b. Eligible FSL Qualified Flight Attendants may submit bids for the FSL sub-Base in their Base. Bids will be awarded one

hundred twenty (120) days prior to Day One.

3. Eligible FSL Qualified Flight Attendants shall not be required to interview for the Program and there shall be no period of probation.
4. The twelve (12) month requirement to remain in the FSL Program as provided in Section 9.D.4.b., shall commence on the date the Eligible FSL Qualified Flight Attendant enters into the FSL Program.
5. A copy of the list of the Eligible FSL Qualified Flight Attendants in each location and a copy of the bid and award will be provided to the MEC President.

B. After the initial FSL Bid Award, all vacancies in the FSL sub-Bases shall be filled in accordance with Section 9.D.2. (Special Qualification Flight Attendants) of the Agreement, except as follows:

1. For a period of two (2) years from Day One (the "Priority Period"), and provided she/he completes all required training to maintain her/his FSL qualification, an Eligible FSL Qualified Flight Attendant who:
  - a. bid but was not awarded an FSL position in the initial award shall be allowed to fill subsequent FSL vacancies in her/his Base in seniority order prior to new entrants into the FSL Program;
  - b. bid, whether awarded or not awarded an FSL position in her/his Base, may transfer to fill any open FSL vacancy in another FSL sub-Base based on her/his FSL qualification and seniority prior to new entrants into the FSL Program or non FSL Qualified Flight Attendants transferring into the Base, provided any Flight Attendant who transfers into another FSL sub-Base must remain in the FSL Program for at least the duration of the priority period established above.
2. FSL Qualified Flight Attendants shall relinquish their qualification in the event they do not bid for or decline the opportunity to fill a subsequent vacancy in their Base during the Priority Period.
3. At the end of the Priority Period all Eligible FSL Qualified Flight Attendants who have not been awarded an FSL position shall lose their qualification and priority status and may reapply to the FSL Program.

C. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be

concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

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Randy Hatfield, President  
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**FOR UNITED AIR LINES, INC:**

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Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

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Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon layover hotel guidelines and a process for hotel selection.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms:

**WHQPP/AFA PROCESS DOCUMENT**

**1. Develop List**

A conference call or a joint meeting between WHQPP and AFA will be held once a month to discuss cities needing visits and outstanding hotel issues. Both WHQPP and AFA can request a joint site inspection. Either party requesting such shall provide justification for the request. If the justification is based on complaints, it must be a "reasonable level" of complaints.

**2. List of Hotels to be Inspected**

WHQPP shall arrange for the inspection of available hotels. AFA can suggest properties for inclusion. If WHQPP cannot use a particular property for economic reasons, it will not be included on the list for joint inspections. However, hotels whose rates are anticipated to become acceptable through negotiation may be included on the list on an exception basis.

**3. AFA to be Provided Inspection List Prior to Inspection**

A written list of prospective properties to be inspected will be provided to AFA for their review ten (10) days ahead of the inspection. The list must contain, at a minimum, the hotel name, address and phone number.

**RFPs: (Request for Proposals)**

The Company will forward a list of all hotels to be solicited and will report responses on RFPs to AFA. The Company will be the primary direct contact and official voice of UAL to the hotels regarding sourcing, soliciting bids, selection process, and contract administration. AFA's communication with hotels should not be restricted from fact-finding, but will be coordinated with the Company. AFA shall not contact hotels to affect negotiations from the time of receiving an inspection list from the Company until the end of negotiations.

#### 4. Hotel Evaluation Form to be Completed Prior to Inspection

WHQPP will complete as much of the "Hotel Evaluation" form as possible prior to inspecting prospective properties, and copies of the completed "Hotel Evaluation" form will be the preferable means to notify AFA in advance of the proposed final hotel inspection list. It is expected that numerous services, available items, and general information should be available and annotated on the form in advance.

#### 5. Inspection Currency

Any jointly approved property, regular or overflow, where United Flight Attendants stay, shall be considered to maintain its inspection currency for twelve (12) months from the last time Flight Attendants used the facility, or longer by mutual consent. However, it is understood there may be instances where a change in hotel management or other significant changes could require an additional inspection earlier than twelve (12) months.

#### 6. Overflow Usage

Properties that WHQPP and AFA jointly inspect and approve, but are not chosen by WHQPP for primary usage are approved for limited overflow use. WHQPP will determine the number of properties to be designated for overflow purposes on a city-by-city basis. AFA and WHQPP will then agree to the order of preference to be followed for overflow usage and this order will be reflected in the hotel computer CCS display. The inspection currency shall be the same with these facilities as with the primary facility.

#### 7. Property Change Notification

All listing of UAL contracted hotels for Flight Attendant usage, included changes with effective dates where applicable, shall be expeditiously listed in the computer CCS display when applicable to Flight Attendants. This display shall continue to include all contracted hotels, including approved limited overflow facilities, and include designation as a field (F) or downtown (D) facility and the most current date of inspection resulting in jointly approved

status.

## 8. Dispute Resolution

It is agreed that hotel/transportation decision disagreements will be resolved in the following manner:

- a. The WHQPP Director and AFA MEC Hotel Chairperson or designee will jointly prepare and agree upon standards and procedures to be followed for the selection of hotels, transportation and crew lounge facilities.
- b. Each MEC Hotel Chairperson or designee and WHQPP Director will have responsibility for dispute resolution and to seek a resolution acceptable to both parties.
- c. Failing a mutually agreeable solution, the dispute may then be processed to the Senior VP Inflight Services.
- d. If the dispute is still not resolved, it may be submitted directly to expedited arbitration in accordance with Section 23.E.3., and the Expedited Arbitration Letter of Agreement.

## FA HOTEL STANDARDS – Required unless mutual agreement

1. Guaranteed non-smoking rooms. Smoking room provided upon request, based on availability.
2. Minimum bed size North American “full” or “double” (interchangeable) size (54’ X 75’ – 137cm X 190.5cm) or its regional equivalent. Fresh linen and cleaning services before each use.
3. Personal check cashing or ATM on property. The parties may mutually agree that an ATM within reasonable walking distance satisfies the requirement. In-room phone activation and room access without credit card. No service charge associated with toll free (i.e. 800) calls. May require credit imprint for signing privileges to cover incidentals. Ability to access services with cash.
4. Business class hotel. Regular maintenance and cleaning performed to keep it in a tenantable condition.
5. Whenever possible, rooms in close proximity to each other. Rooms will be quiet and away from elevators, ice/vending machines, housekeeping closets and construction/renovation noise.
6. Complimentary WIFI in guest rooms. (Hardwire if no WIFI for guests)
7. Meet or exceed all local fire codes and life safety standards. Minimum of smoke/heat detector in each room, hard-wired with battery backup.

8. Food availability twenty-four (24) hours/day. Restaurant on premises, providing breakfast, lunch and dinner (pantry food does not meet this requirement). Outside of meal time hours: room service, lounge menu and/or food delivery options. Delivery options of at least three (3) different eateries (not including fast food outlets) with reasonable delivery time/distance.
9. Effective individual, self-controllable A/C and/or heat as applicable.
10. Safe and secure environment. All hotel entry/egress points (i.e. public, employee, loading/receiving entrances and fire safety exits) locked (e.g. key card authorization requirement) or actively monitored at all times. No direct access to guestrooms from parking garages. All public access restricted and monitored by hotel staff 2300-0600 or dedicated security staff available. Between 2300-0600, public access shall not be left unrestricted or unattended by hotel staff.
11. AFA has the right to do unannounced visits to hotels based on complaints, which shall be shared in advance with the Company. The AFA Hotel and Transportation Chairperson/designee shall advise the Director of Corporate Travel and Procurement a minimum of seventy-two (72) hours before visit. The Company shall not contact the hotel prior to such visit.

**12. FA Hotel Selection/Retention Guidelines for consideration**

- Sprinkler system
- Generator on site
- Peepholes
- Dedicated trained security personnel 24/7
- Windows that open
- Showers and bathtubs
- Food and beverage discounts
- Fitness Center with complimentary access
- HVAC/fan systems not restricted by motion sensors
- In-room refrigerator

**13. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.**

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

---

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

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/s/

Ken Diaz, President  
United MEC

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/s/

Kathleen Domondon, President  
Continental Micronesia MEC

---

/s/

Randy Hatfield, President  
Continental MEC

**FOR UNITED AIR LINES, INC:**

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/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

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/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

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/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

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/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS, the Company and the Union are parties to the 2016-2021 collective bargaining agreement ("the Agreement"), which will set forth and combine rates of pay, rules and working conditions of the pre-merger United ("UA"), Continental ("CO") and Continental Micronesia ("CMI") Flight Attendant groups, and

WHEREAS, certain aspects of Inflight operations will need to be kept separate prior to the implementation of a common crew management system, and

WHEREAS, the parties desire that the Agreement be completely implemented as soon as possible consistent with the limitations imposed by technical restrictions that cannot be dealt with by the Date of Signing of the Agreement ("DOS"), and

WHEREAS, the Agreement contains numerous provisions that will require substantial programming to place into effect, and

WHEREAS, the parties wish to set forth the process, sequence, and timeline by which the provisions of the Agreement will be implemented,

NOW THEREFORE, the parties hereto agree as follows:

A. General

1. This Implementation Agreement contains the full understandings and complete agreement of the parties regarding the implementation of the terms of the Agreement and the conversion from three separate collective bargaining agreements and three separate Inflight operations to a single Flight Attendant group operating a single operation under a single Agreement.
2. Any disputes regarding this Implementation Agreement that the Joint Implementation Team is unable to resolve shall be referred to the MEC President and the Sr. Vice President of Inflight and if the matter still cannot be resolved, to the dispute

resolution procedure identified in Paragraph C of this Implementation Agreement.

3. The Flight Attendants are currently on separate crew management systems, and aircraft are assigned to each subsidiary's Flight Attendant group until an integrated crew management system is developed incorporating the new terms of the JCBA. Information Technology shall be modifying software, as necessary, to establish the single crew management system that will be utilized for Flight Attendant scheduling and related purposes upon implementation of the Agreement. Prior to establishment of the common crew management system and implementation of the Agreement, reference will need to be made to the predecessor 2012-2014 Continental CBA, the 2012-2016 United CBA, the 2012-2014 CMI CBA, or some or all for details regarding rules, operations, and applicable contract provisions. Such provisions primarily deal with scheduling, integration of the fleet, other matters involving computer and IT systems, and operations.
4. This Implementation Agreement will be effective on the date of signing. The individual provisions of this Implementation Agreement shall not become permanent, but shall sunset when implementation of the Agreement is accomplished.
5. The earliest implementation of the Agreement is desired by both parties, and they pledge to work diligently towards that goal. The parties acknowledge that by its nature, predicting implementation is imprecise, and recognize that technology and operational imperatives can affect any implementation schedule. It is the parties' intention and desire that all implementation dates and targets be met as planned. However, if technology allows, earlier implementation shall occur.

## B. Joint Implementation Team

1. The parties shall establish a Joint Implementation Team ("JIT") consisting of six members (three Union members and three Company members). This team will determine what changes need to be made in order to implement the scheduling provisions and comply with the intent of the Agreement. Additionally, the JIT will resolve any scheduling issues that arise due to implementation that are not covered by the Agreement. This team will meet as needed during the implementation period. The three Union members will be provided flight pay loss by the Company; such flight pay loss shall not be counted against the flight pay loss credit provided to the Union in accordance with Paragraph P. of the Agreement, Section 30 (Union Activities).

2. The JIT shall have responsibility for the timely and effective implementation of the Agreement. To satisfy its responsibility for timely and effective implementation the JIT shall have active ongoing involvement in development of systems integration and processes and the decisions relating thereto.
3. The JIT shall have authority to set its own schedule, meeting as often, in such locations, and for as long as it deems necessary to complete the Agreement implementation. It may also utilize the services of such subject matter experts from the Union and the Company as it deems necessary or advisable. If the JIT agrees Union subject matter experts are required, their flight pay loss will be provided by the Company. Such flight pay loss shall not be counted against the flight pay loss credit provided to the Union in accordance with Paragraph P. of the Agreement, Section 30 (Union Activities).
4. The JIT shall work as a collaborative team. To that end, JIT decisions regarding the implementation schedule and the manner of implementation shall be by mutual agreement of the JIT members.
5. The JIT shall oversee and monitor all Flight Attendant scheduling and related aspects of implementation, as well as any other elements of the Agreement that the Company and the Union choose to refer to the JIT. The JIT shall have authority to establish and amend all timelines for implementation by mutual agreement. In the event there is an impasse over the implementation schedule or any other aspect of implementation, the matter shall be referred to the MEC President and the Senior V.P. of Inflight for resolution. In the event the matter cannot be resolved within thirty (30) days from the initial impasse it can be referred by either party to the mediation arbitration process established in Paragraph C of this Letter of Agreement. The parties will attempt to identify all unresolved issues so that only one mediation arbitration process with respect to implementation is required. If the matter is referred to arbitration, the panel shall have the authority to establish and amend timelines and to provide relief to any party harmed by delay in implementation.
6. The JIT shall have access to the areas of the Company and the Union, and information and data needed for such oversight, provided it does not interfere with the ongoing operation and provided that appropriate confidentiality agreements have been executed for access to confidential or sensitive information and data.
7. The JIT shall be responsible for compiling information to be published to the Flight Attendants explaining the terms of the

new Agreement and their implementation.

8. The JIT shall report on the progress of the implementation and on their activities in support thereof to the MEC President and the Senior Vice President, Inflight no less than once per month until the MEC President and the Senior Vice President agree that monthly reports are no longer necessary. The JIT may, at the request of the MEC Presidents, hold informational meetings with Flight Attendants to discuss the timing and progress of implementation.

### C. Mediation Arbitration Process

1. Not later than sixty (60) days after Date of Signing, the parties will select a neutral mediator/arbitrator (the “neutral”) to mediate and/or arbitrate any unresolved issue(s). The parties will bear equally the neutral’s compensation and expenses.

#### 2. Mediated Negotiations

- a. The parties will engage in negotiations mediated by the neutral as to all identified issues for a minimum of three (3) days and a maximum of five (5) days.
- b. These mediated negotiations will commence at a mutually agreed upon date and location.
- c. If the parties are unable to reach an agreement through mediated negotiations, each party will submit written proposals to the neutral.

#### 3. Arbitration

- a. The neutral will take oral and written evidence in support of and in opposition to these respective proposals.
- b. The neutral may award the proposal of either party as to an open issue (if the issue has not been resolved before the award), or may award a compromise between the proposals of the parties. The neutral’s award should conform to the terms and intent of the Agreement as closely as possible.
- c. The neutral will not award a proposal that modifies the rates, rules and working conditions specified in the Agreement.
- d. If the neutral determines that the positions of both parties on an open issue modifies the terms of the Agreement, the neutral will so advise the parties, explaining the basis of his determination, and the parties will then submit revised proposals.

- e. Arbitration hearings before the neutral will be conducted at a mutually agreed upon time and will be transcribed if the parties agree.
- f. The neutral's award as to an open issue will be final and binding.

#### D. Implementation Plan

For purposes of this Letter of Agreement, the effective date of the Agreement will be the beginning of the first full Bid Period following the date of signing. The attached document identifies those provisions that shall be effective upon the first day of the Bid Period in which date of signing of the Agreement occurs and those provisions which will be implemented thereafter. Until a provision is implemented, Flight Attendants will continue operating under the provisions of their previous CBAs, or as may otherwise be agreed by the Company and the Union.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Randy Hatfield, President  
Continental MEC

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

Topic (Sections and Paragraphs)	Expected Implementation
<b>3. GENERAL</b>	
1. 3. CJA – Educate AO on new procedures	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
2. 3.A. CJA – Harmonize boarding priority	CMS
3. 3.A.9.a. CJA – Listing process changes	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
4. 3.C. Company Business Assignments / Training & Recruiting	DOS
5. 3.D. Copy of Agreement	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
6. 3.I. DH – Booking	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
7. 3.I.12. and 13. DH – Deviation	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
8. 3.J. Electronic communications	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
9. 3.O. Locking Compartments	DOS+ ongoing with regular maintenance
10. 3.T. Parking	DOS for new rate; access ongoing
11. 3.V.4. Passports – surrender and renewal process	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
12. 3.V.5. Passports, visa, immunization, Global Entry – reimbursements	DOS
13. 3.AA. Duty free commissions	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

Topic (Sections and Paragraphs)	Expected Implementation
14. 3.BB. Paychecks – distribution of pay over 2 monthly checks	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
15. 3.BB.2. Paychecks – 70% first check	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
16. 3.BB.6. Paychecks – Adjustment checks	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
17. 3.DD. Crew Rest – Onboard rest terms	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
<b>4. COMPENSATION</b>	
18. 4.A. Base Pay Rates	First day of the Bid Period following date of signing (DOS).
19. 4.B.1. Incentive Pay Rates	First day of the Bid Period following DOS, but may require payment retroactively if system is not in place to capture.
20. 4.B.2. White Flag	First day of the Bid Period following DOS.
21. 4.B.3. Purple Flag	Day 1 common crew management system (CMS)
22. 4.E. Drafting Pay	First day of the Bid Period following DOS.
23. 4.F. Drug/Alcohol Testing Pay	First day of the Bid Period following DOS, but may require payment retroactively if system is not in place to capture.
24. 4.G. Galley Pay	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
25. 4.H.1. FSL Pay	Day 1 common crew management system (CMS)

Topic (Sections and Paragraphs)	Expected Implementation
26. 4.H.2. Purser pay	Day 1 common crew management system (CMS)
27. 4.I. Holiday	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
28. 4.J. International Override	Pay – DOS based on each subs current definition of International; Harmonizing definition – DOS+ implementation to be developed by the Joint Implementation Team (JIT)
29. 4.K. LQ pay	First day of the Bid Period following DOS.
30. 4.L. LIP pay	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
31. 4.M. Night pay	First day of the Bid Period following DOS.
32. 4.N. Profit Sharing	As provided Par. 4.N.
33. 4.O.1. Reserve Guarantee	Day 1 common crew management system (CMS)
34. 4.O.2. FSL Reserve Guarantee	Day 1 common crew management system (CMS)
35. 4.O.3. LQ Reserve Guarantee	Day 1 common crew management system (CMS)
36. 4.P. Reserve Override	Day 1 common crew management system (CMS)
37. 4.Q. Short Crew pay	Day 1 common crew management system (CMS)
<b>5. EXPENSES, TRANSPORTATION AND LODGING</b>	
38. 5.A.1. and 2. Per Diem	First day of the Bid Period following DOS.
39. 5.A.3. Crew Meals	First day of the third Bid Period following DOS.

Topic (Sections and Paragraphs)	Expected Implementation
40. 5.B.1. Lodging – Day Rooms	First day of the Bid Period following DOS.
41. 5.B.2. and 3. Lodging – Hotels Standards	DOS for hotel contracts entered into after DOS DOS + for current hotel contracts when each expires
42. 5.B.5. Lodging – self-help	First day of the Bid Period following DOS.
43. 5.B.6. Downtown threshold	Implemented as current hotel contracts expire and new contracts are negotiated.
44. 5.C. Hotel gainsharing	Implemented fifth full Bid Period after DOS.
45. 5.D.2. Transportation – \$10 cab allowance	First day of the Bid Period following DOS.
46. 5.D.4.a. Co-terminal transportation within pairing (Section 6.O.4.)	DOS
47. 5.D.6. New York co-terminal ground transportation	Implemented fifth full Bid Period after DOS.
<b>6. MINIMUM PAY AND CREDIT HOURS OF SERVICE AND LEGALITIES</b>	
48. 6.A.1. Pay is duty period applicable	CMS (for first CMS Bid Period)
49. 6.A.1. 1 for 2 hours of duty	CMS (for first CMS Bid Period)
50. 6.A.2. Min 5 for 1 duty period pairing	CMS (for first CMS Bid Period)
51. 6.A.3. 5 hour average for multi-day pairings	CMS (for first CMS Bid Period)
52. 6.B. 1 for 3.5 hours of time away from Base (TAFB)	CMS (for first CMS Bid Period)
53. 6.C. Scheduled vs Actual	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
54. 6.D. Pay and credit for schedule time of trip removed	CMS (for first CMS Bid Period)
55. 6.E. Get 3 hours of pay for each drafting event (3 hours add pay)	CMS (for first CMS Bid Period)
56. 6.E. Pay and credit for schedule time of trip removed or portion of trip removed vs trip flown whichever is greater	CMS (for first CMS Bid Period)
57. 6.F. Call out pay: 2 hour min credit for flight time limitations and pay	CMS (for first CMS Bid Period)
58. 6.G. Reassignment restrictions due to award errors	CMS (for first CMS Bid Period)
59. 6.H. Two (or more) FA assigned to same trip in same position	CMS (for first CMS Bid Period)
60. 6.I. Line Guarantee	CMS (for first CMS Bid Period)
61. 6.J. Month End Overlap	CMS (for first CMS Bid Period)
62. 6.K.1 Duty RIG credit	CMS (for first CMS Bid Period)
63. 6.K.2. Trip RIG credit is applicable at end of Pairing	CMS (for first CMS Bid Period)
64. 6.L.1. 95 hours monthly max for Lineholders vs 100 hours monthly max for RSVs	CMS (for first CMS Bid Period)
65. 6.L.2.a. Opt for Lineholders (to 100hrs or >100 hours)	CMS (for first CMS Bid Period)
66. 6.L.2.b. RSV may opt at any time during the month	CMS (for first CMS Bid Period)
67. 6.L.2.b. Opt for RSVs (opt to go to 105 hours or >105 hours).	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
68. 6.L.3. Actual flight time applicability	CMS (for first CMS Bid Period)
69. 6.L.4. Lineholder – actual vs scheduled max	CMS (for first CMS Bid Period)
70. 6.L.5. Overlap Pairings	CMS (for first CMS Bid Period)
71. 6.L.6. Monthly max – reassignment limitations	CMS (for first CMS Bid Period)
72. 6.L.7 Monthly max – drafting limitations	CMS (for first CMS Bid Period)
73. 6.L.8 Prorated Monthly max	CMS (for first CMS Bid Period)
74. 6.M. Flight time includes extra sections, charters, ferries, scenic or other flights	CMS (for first CMS Bid Period)
75. 6.N.1. Holding time pay	CMS (for first CMS Bid Period)
76. 6.N.2. Definition of Holding time	CMS (for first CMS Bid Period)
77. 6.R.10.a. Duty time extension due to customs	CMS (for first CMS Bid Period)
78. 6.R.10.b. Duty and pay for random drug/alcohol testing	CMS (for first CMS Bid Period)
79. 6.N.4. Holding time limitations – 4 hours at any point or total of 5 hours during any on-duty period	CMS (for first CMS Bid Period)
80. 6.N.4. Holding time limitations w/ pax – 15 min of rest for every 2 hours and after 4hrs: 1) relieved, 2) reassigned or 3) released from duty	CMS (for first CMS Bid Period)
81. 6.O. 35 in 7 Limitation for Reserves (Does not apply to international pairings)	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
82. 6.P.1 Domestic (1 day in 7 at home domicile)	CMS (for first CMS Bid Period)
83. 6.P.2 International (1 day in 7 at home domicile or 24 hours downline)	CMS (for first CMS Bid Period)
84. 6.P.3. Actual reduction below 1 in 7	CMS (for first CMS Bid Period)
85. 6.P.3. Schedule selection – reduction below 1 in 7	CMS (for first CMS Bid Period)
86. 6.P.3. 1 in 7 Waiver applicable to all Flight Attendants (LH and Reserves)	CMS (for first CMS Bid Period)
87. 6.Q.1.a. Lineholders (min 10 days off – free of all duties)	CMS (for first CMS Bid Period)
88. 6.Q.1.b. RSVs (min 12 days off – free of all duties)	CMS (for first CMS Bid Period)
89. 6.Q.2. Voluntary Reduction Below Minimum days off	CMS (for first CMS Bid Period)
90. [Ref item 81. above 6.Q.2. 35 in 7 exclusion international]	
91. 6.Q.3. FA whereabouts on Days Off	DOS
92. 6.R.1. Establish & publish check-in times for bid month	CMS (for first CMS Bid Period)
93. 6.R.2. Check-in time by aircraft, Base vs layover	CMS (for first CMS Bid Period)
94. 6.R.3. Check-in time for Deadhead	CMS (for first CMS Bid Period)
95. 6.R.4. No change A319/A320 & B737-700 check-in times	CMS (for first CMS Bid Period)
96. 6.R.5.c. and 6.R.7. Changes to home Base check in times (5 minute increments)	CMS (for first CMS Bid Period)
97. 6.R.6. Pay for changes to home Base check in times	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
98. 6.R.8. Check-in times for new aircraft types	CMS (for first CMS Bid Period)
99. 6.R.9. Release from duty – Flight vs Deadhead	CMS (for first CMS Bid Period)
100. 6.R.11.a. Clearing customs – beginning of duty period	CMS (for first CMS Bid Period)
101. 6.R.11.b. Clearing customs – end of duty period	CMS (for first CMS Bid Period)
102. 6.S.1. Domestic Maximum Duty Times – Chart	CMS (for first CMS Bid Period)
103. 6.S.1*. Limitations for 1900-0459 check-in	CMS (for first CMS Bid Period)
104. 6.S.1* Red-eye flight definition	CMS (for first CMS Bid Period)
105. 6.S.1** High Value Trips (HVT)	CMS (for first CMS Bid Period)
106. 6.S.2. FA concurrence required to exceed max duty times	CMS (for first CMS Bid Period)
107. 6.S.3. Max 5 segments in 1 duty period	CMS (for first CMS Bid Period)
108. 6.S.4. Co-Terminal duty period extension pay	CMS (for first CMS Bid Period)
109. 6.S.4. Co-Terminals as duty period extension	CMS (for first CMS Bid Period)
110. 6.T.1. International max scheduled and max actual duty	CMS (for first CMS Bid Period)
111. 6.T.1. International Max Duty Time based on flight time – Chart	CMS (for first CMS Bid Period)
112. leave blank	
113. 6.T.2. FA concurrence required to exceed max duty times	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
114. 6.T.3. International Max Duty time – Stop for operational reasons or revenue purposes	CMS (for first CMS Bid Period)
115. 6.U. Duty time for mixed pairings	CMS (for first CMS Bid Period)
116. 6.V.1. Domestic home Domicile min legal rest, free from Duty (12 hours)	CMS (for first CMS Bid Period)
117. 6.V.2.a. Domestic min legal rest home Domicile – Waiver for trip trade/pick up pairings	CMS (for first CMS Bid Period)
118. 6.V.2.b. Domestic min legal rest home Domicile waiver – Re-establishment of min legal rest	CMS (for first CMS Bid Period)
119. 6.V.3.a. Domestic min legal rest layover – 10 hours free from duty when lodging less than approx. 15 min from airport	CMS (for first CMS Bid Period)
120. 6.V.3.b. Domestic min legal rest layover – 11 hours free from duty when lodging more than approx. 15 min from airport	CMS (for first CMS Bid Period)
121. 6.V.3.c. Domestic min legal rest layover – 8 hours Place of Lodging (POL)	CMS (for first CMS Bid Period)
122. 6.V.3.d. Domestic min legal rest layover – Change as a result of daylight savings	CMS (for first CMS Bid Period)
123. 6.W.1. International layovers min legal rest, free from duty – Chart	CMS (for first CMS Bid Period)
124. 6.W.1. International layovers min legal rest Place of Lodging – Chart	CMS (for first CMS Bid Period)
125. 6.W.1. Layovers, Free from Duty – Schedule vs Actual	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
126. 6.W.2. International min legal rest home Domicile – Chart	CMS (for first CMS Bid Period)
127. 6.W.3.a. International min legal rest home Domicile – Waiver for trip trade/pick up pairings	CMS (for first CMS Bid Period)
128. 6.W.3.b. International min legal rest home Domicile waiver – Re-establishment of min legal rest	CMS (for first CMS Bid Period)
129. 6.W.4. International home Domicile legal rest – Reserve pairing greater than 5 days	CMS (for first CMS Bid Period)
130. 6.X.2. Operational Reliability Incentive (Domestic) Layover min rest (8 hours free from duty)	CMS (for first CMS Bid Period)
131. 6.X.2.a. Operational Reliability Incentive (Domestic) – Notifications	CMS (for first CMS Bid Period)
132. 6.X.2.c. Operational Reliability Incentive (Domestic) – Availability of transportation	CMS (for first CMS Bid Period)
133. 6.X.3. Operational Reliability Incentive (Domestic) – Pay	CMS (for first CMS Bid Period)
134. 6.Y.1. Voluntary waiver of duty time max to 20 hours –except non-stop flights >= 12:01 block hours	CMS (for first CMS Bid Period)
135. 6.Y.2. Voluntary waiver of duty time max pay –min of 1 hour of pay at 5x hourly rate	CMS (for first CMS Bid Period)
136. 6.Y.4. Voluntary waiver of duty time max nonstop flights >12 hours – 2 hour extension	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
137. 6.Z.1. Domestic min legal rest layover – reschedule to 11 hours if regular prompt transport not available	CMS (for first CMS Bid Period)
138. 6.Z.2. Transfer between co-terminals not considered as rest time	CMS (for first CMS Bid Period)
139. 6.Z.3.a. No contact on layover rest, unless necessary then attempt to contact prior to layover rest	CMS (for first CMS Bid Period)
140. 6.Z.3.b. Contact periods when not possible to contact prior to layover rest	CMS (for first CMS Bid Period)

## 7. SCHEDULING SECTION

141. 7.A.1., 7.A.3., 7.A.4., 7.A.5 and 7.A.6 Construction of Lines of Flying	CMS (for first CMS Bid Period)
142. 7.A.2. and Appendix A timeline.	CMS (for first CMS Bid Period)
143. 7.A.7. Components of lines of flying and reserve lines	CMS (for first CMS Bid Period)
144. 7.A.8. Variable positions	CMS (for first CMS Bid Period)
145. 7.A.9. Charter Pairings – Special Purpose Flights	CMS (for first CMS Bid Period)
146. 7.A.10. Minimum bid positions by A/C type (chart)	CMS (for first CMS Bid Period)
147. 7.A.11. Flights staffed with less than min bid positions	CMS (for first CMS Bid Period)
148. 7.B. Bidding on schedules	CMS (for first CMS Bid Period)
149. 7.B. Single Operation Base Structure	CMS (for first CMS Bid Period)
150. 7.B.5. and 6. Operational sub-Bases and bidding procedures: FSL and LQ	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
151. 7.B.7. Bid by line or specific positions	CMS (for first CMS Bid Period)
152. leave blank	
153. 7.B.8. Lineholders bidding Reserve lines	CMS (for first CMS Bid Period)
154. 7.B.9. Block Bidding (ascending or descending)	CMS (for first CMS Bid Period)
155. 7.B.10. No bid or insufficient bid	CMS (for first CMS Bid Period)
156. 7.B.11. Perma Bid	CMS (for first CMS Bid Period)
157. 7.B.12. Eligibility for Line Award	CMS (for first CMS Bid Period)
158. 7.B.13. Buddy Bidding	CMS (for first CMS Bid Period)
159. 7.C. Open Flying Allocation	CMS (for first CMS Bid Period)
160. 7.D. Vacation Relief Lines	CMS (for first CMS Bid Period)
161. leave blank	
162. 7.D.1. Vacation relief lines – Flight Attendant Bidding System (FABS)	CMS +
163. 7.D.3. Vacation relief lines – Preferences (FABS)	CMS +
164. 7.D.5. Vacation relief lines – Failure to submit preferences (FABS)	CMS +
165. 7.E.1. End of month conflicts – mutual trades	CMS (for first CMS Bid Period)
166. 7.E.4. End of month conflicts – subject to adjustment	CMS (for first CMS Bid Period)
167. 7.E.5. and 6. End of month conflicts – self adjustment window	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
168. 7.E.7. End of month conflicts – self adjustment rules	CMS (for first CMS Bid Period)
169. 7.E.8. and 9. End of month conflicts Company adjustment parameters	CMS (for first CMS Bid Period)
170. 7.E.8.e. End of month conflicts – half month leaves adjustments	CMS (for first CMS Bid Period)
171. 7.E.8.e. End of month conflicts – Job shares and partnership adjustments	CMS (for first CMS Bid Period)
172. 7.F.1. Awarded language line designated as primary language, FA staffed in LQ sub-Base (LQB) for the month	CMS (for first CMS Bid Period)
173. 7. F. 2. Drafting and assignment of Reserves, may first assign LQ FAs	CMS (for first CMS Bid Period)
174. 7.G.1. Open flying at start of open time trading – approx. 3 hours per primary line of flying	CMS (for first CMS Bid Period)
175. 7.G.2. Move Open Time to another Base	CMS (for first CMS Bid Period)
176. 7.G.3. Lineholder ability to withdraw open flying transaction within 1 hour	CMS (for first CMS Bid Period)
177. 7.G.4. Reserve days in open time – RO Days	CMS (for first CMS Bid Period)
178. 7.H.1. Real time trading windows	CMS (for first CMS Bid Period)
179. 7.H.2. Seniority-based trade run	CMS (for first CMS Bid Period)
180. 7.I.1. thru 5. Trip trades and pick ups	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
181. 7.I.6. Straight pick up deadline	CMS (for first CMS Bid Period)
182. 7.I.7. and 7.I.9. Mutual trip trades	CMS (for first CMS Bid Period)
183. 7.I.8. Partial trip trades	CMS (for first CMS Bid Period)
184. 7.I.10. and 11. Complete line trades and no month to month trades	CMS (for first CMS Bid Period)
185. 7.I.12. 13., and 14. Reserve displacement by Lineholder	CMS (for first CMS Bid Period)
186. 7.I.15. Open time trades unequal number of days	CMS (for first CMS Bid Period)
187. 7.I.16. Open time trades minimum time between trips in same duty period	CMS (for first CMS Bid Period)
188. 7.I.17. Open time trades min Reserve coverage	CMS (for first CMS Bid Period)
189. 7.J. Out of Base Trades: Rules	CMS (for first CMS Bid Period)
190. 7.K.1. and 2. FSL Trades and Pick-Ups (Open Time, Mutual Trades)	CMS (for first CMS Bid Period)
191. 7.K.3. and 4. FSL Trades and Pick-Ups (Out of Base)	CMS (for first CMS Bid Period)
192. 7.K.5. FSL Trade and Pick-Up Restrictions (Out of Base)	CMS (for first CMS Bid Period)
193. 7.K.6. FSL Trade and Pick-Up Legalities	CMS (for first CMS Bid Period)
194. 7.K.8. FSL Trade and Pick-Up: Pay for non-FSL	CMS (for first CMS Bid Period)
195. 7.L.1 LQ Trades and Pick-Ups: Open Time Trades and Mutual Trades	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
196. 7.L.2. LQ Trades and Pick-Ups: Open time pick-up in language Base	CMS (for first CMS Bid Period)
197. 7.L.3. LQ Trades and Pick-Ups: Open time pick-up out of Base pick-up	CMS (for first CMS Bid Period)
198. 7.L.4. LQ Trades and Pick-Ups: Advertised pick-up out of Base	CMS (for first CMS Bid Period)
199. 7.L.6. LQ Trades and Pick-Ups: Legalities	CMS (for first CMS Bid Period)
200. 7.N. Bad Day/Worst Day Trades	CMS (for first CMS Bid Period)
7.M. Personal Drops	CMS (for first CMS Bid Period)
201. 7.O.1. Seniority Option – at the airport	CMS (for first CMS Bid Period)
202. 7.O.2. Seniority Option – Reserve assumes vacated position	CMS (for first CMS Bid Period)
203. 7.O.3. Seniority Option – Opted out once	CMS (for first CMS Bid Period)
204. 7.O.4. Seniority Option – Load position	CMS (for first CMS Bid Period)
205. 7.O.5. Seniority Option – LQ	CMS (for first CMS Bid Period)
206. 7.O.6. Seniority Option – FSL	CMS (for first CMS Bid Period)
207. 7.O.7. Seniority Option – Purser ('A' Position)	CMS (for first CMS Bid Period)
208. 7.P. Jetway Trades	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
209. 7.Q.1. Loss of Flight Time: Notice on same calendar as departure  7.Q.2 Loss of Flight Time: SWAP	CMS (for first CMS Bid Period)
210. 7.Q.3. Loss of Flight Time: Notice of 1 or more calendar days	CMS (for first CMS Bid Period)
211. 7.Q.4.a. Loss of Flight Time: Reassignment pay	CMS (for first CMS Bid Period)
212. 7.Q.4.b. Loss of Flight Time: Reassignment waiver	CMS (for first CMS Bid Period)
213. 7.Q.5.a. Loss of Flight Time: Reassignment after leaving Base – domestic/international	CMS (for first CMS Bid Period)
214. 7.Q.5.b. Loss of Flight Time: Reassignment into calendar day off	CMS (for first CMS Bid Period)
215. 7.Q.5.c. Loss of Flight Time: Remain at downline location to protect unserviceable equipment	CMS (for first CMS Bid Period)
216. 7.Q.7. Loss of Flight Time: Equipment change	CMS (for first CMS Bid Period)
217. 7.R.1 Restoration of Days Off: Parameters  CMS (for first CMS Bid Period)	
218. 7.R.2. Restoration of Days Off: Options	CMS (for first CMS Bid Period)
219. 7.R.3. Restoration of Days Off: Reserve Set day off	CMS (for first CMS Bid Period)
220. 7.R.4. Restoration of Days Off: Lineholder minimum days off	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
221. 7.S.1 Order of Assignment- home Lineholders	CMS (for first CMS Bid Period)
222. 7.S.2. Order of Assignment: Loss of flight time	CMS (for first CMS Bid Period)
223. 7.S.3. Order of Assignment: Home Reserve	CMS (for first CMS Bid Period)
224. 7.S.4. Order of Assignment: Reserve picking up open flying	CMS (for first CMS Bid Period)
225. 7.S.7 Order of Assignment: Drafting	CMS (for first CMS Bid Period)
226. 7.S.5. Order of Assignment: Assigning Reserves into 1st Day off	CMS (for first CMS Bid Period)
227. 7.S.7.a., b., and c. Order of Assignment: Drafting order	CMS (for first CMS Bid Period)
228. 7.S.6. Order of Assignment: Assigning Reserves into 2nd, 3rd day off	CMS (for first CMS Bid Period)
229. 7.S.7.d. Order of Assignment: DOS Pay for drafting	DOS
230. 7.S.7.d. Order of Assignment: Applicable pay protection for drafting	CMS (for first CMS Bid Period)
231. 7.T.1 Irregular OPS: Flight coverage at Domicile points	CMS (for first CMS Bid Period)
232. 7.T.2. Irregular OPS: Reassignment at domestic non-Domicile points	CMS (for first CMS Bid Period)
233. 7.T.4. Irregular OPS: Reassignment at international non-Domicile points	CMS (for first CMS Bid Period)
234. 7.V. Signing in for next Flight	DOS

Topic (Sections and Paragraphs)	Expected Implementation
235. 7.W.1.a. On-time section – regular change point	CMS (for first CMS Bid Period)
236. 7.W.1.b. On-time section – through flight	CMS (for first CMS Bid Period)
237. 7.W.3. a. and b. Planned vs Actual connection time	CMS (for first CMS Bid Period)
238. 7.W.3.c. Connection time exceptions	CMS (for first CMS Bid Period)
239. 7.X. Notification: delay or cancellation	CMS (for first CMS Bid Period)
240. 7.Y.1. Mixed pairings – domestic and international flights	CMS (for first CMS Bid Period)
241. 7.Y.2.a. International block hours percentage assigned to domestic Domiciles	CMS (for first CMS Bid Period)
242. 7.Y.2.b. Opening an International Domicile	CMS (for first CMS Bid Period)
243. 7.AA. PTO	CMS (for first CMS Bid Period)

## 8. RESERVES

244. 8.B.1. Reserve Move-Up Indicator	CMS (for first CMS Bid Period)
245. 8.B.2. Move-Up Protected days off	CMS (for first CMS Bid Period)
246. 8.B.3. Move-Up Lists	CMS (for first CMS Bid Period)
247. 8.B.5. Move-Up Pay Guarantee	CMS (for first CMS Bid Period)
248. 8.C.1. Reserve Ordering: Availability days	CMS (for first CMS Bid Period)
249. 8.C.2. Reserve Ordering: TMAC, FIFO, Seniority ranking	CMS (for first CMS Bid Period)
250. 8.C.2. Reserve Ordering: at beginning of month	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
251. 8.C.3. Reserve Ordering: Credited time accrued (TMAC)	CMS (for first CMS Bid Period)
252. 8.D.1. Reserve Preferencing: Eligibility	CMS (for first CMS Bid Period)
253. 8.D.2. Reserve Preferencing: Open position with check-in times between 0500 to 2400	CMS (for first CMS Bid Period)
254. 8.D.3. Reserve Preferencing: Listing of assignments	CMS (for first CMS Bid Period)
255. 8.D.4.a. Reserve Preferencing: Preference Request – Enter requests by 1600 day before	CMS (for first CMS Bid Period)
256. 8.D.4.b. Reserve Preferencing: Preference Request – Up to 10 requests	CMS (for first CMS Bid Period)
257. 8.D.4.c. Reserve Preferencing: Preference Request – Specific pairing/ assignment up to 6 criteria	CMS (for first CMS Bid Period)
258. 8.D.4.d. Reserve Preferencing: Preference Request – Menu options	CMS (for first CMS Bid Period)
259. 8.D.4.e. Reserve Preferencing: Preference Request – Definition of a request match	CMS (for first CMS Bid Period)
260. 8.D.5. Reserve Preferencing: Freeze Open Time	CMS (for first CMS Bid Period)
261. 8.D.6. Reserve Preferencing: Rules and awards logic	CMS (for first CMS Bid Period)
262. 8.D.9. Reserve Preferencing: FAs holding Special Qualifications/Positions	CMS (for first CMS Bid Period)
263. 8.D.10. Reserve Preferencing: Preferences not honored	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
264. 8.D.11. Reserve Preferencing: Release to check-in	CMS (for first CMS Bid Period)
265. 8.E. Post preferencing process and release	CMS (for first CMS Bid Period)
266. 8.F. Receipt of assignments through preferencing system	CMS (for first CMS Bid Period)
267. 8.F.4. Reserves returning from sick leave	CMS (for first CMS Bid Period)
268. 8.G.1. Ready Reserve status	CMS (for first CMS Bid Period)
269. 8.G.2. Ready Reserve Preferences	CMS (for first CMS Bid Period)
270. 8.H.1. Standby Reserve rules	CMS (for first CMS Bid Period)
271. 8.H.2. Rules for Standby no-fly and reserves returning from assignment/ absence	CMS (for first CMS Bid Period)
272. 8.H.3. Probationary assigned out of TMAC	CMS (for first CMS Bid Period)
273. 8.H.4. Return from days off	CMS (for first CMS Bid Period)
274. 8.H.5. Assignments to pairings with check-in times between 0001 and 0459	CMS (for first CMS Bid Period)
275. 8.H.6. Last day of the month	
276. 8.H.7. Deadhead vs Working	CMS (for first CMS Bid Period)
277. 8.H.8.a., b. and d. Altering order of assignments	CMS (for first CMS Bid Period)
278. 8.H.8.c. Christmas Wish list	CMS (for first CMS Bid Period)
279. 8.I.1.a. Minimum days off (12 days)	CMS (for first CMS Bid Period)
280. 8.I.1.b., c., d. and e. Set days off	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
281. 8.I.1.f. Assigned into first day off and add pay	CMS (for first CMS Bid Period)
282. 8.I.1.g. Assigned into more than first day off and add pay	CMS (for first CMS Bid Period)
283. 8.I.1.h. Assignments to Special Qual. Reserves	CMS (for first CMS Bid Period)
284. 8.I.1.i. Restoration of Days Off	CMS (for first CMS Bid Period)
285. 8.I.1.j. Reserve line with greater than min days off/ guarantee proration	CMS (for first CMS Bid Period)
286. 8.I.1.m. Reserve calendar days off = midnight to midnight	CMS (for first CMS Bid Period)
287. 8.I.2.a., b. and c. 1 calendar day off in 7 consecutive days	CMS (for first CMS Bid Period)
288. 8.I.2.d. Waivable 1 calendar day off in 7	CMS (for first CMS Bid Period)
289. 8.I.3. Legal rest at Home Domicile	CMS (for first CMS Bid Period)
290. 8.J.1.a. Mutual trades Time Constraints	CMS (for first CMS Bid Period)
291. 8.J.1.b. Day off trades with open time	CMS (for first CMS Bid Period)
292. 8.J.1.c. Minimum availability	CMS (for first CMS Bid Period)
293. 8.J.1.d. Minimum reserve coverage	CMS (for first CMS Bid Period)
294. leave blank	<leave blank>
295. leave blank	<leave blank>
296. 8.J.1.e. Rejected trades	CMS (for first CMS Bid Period)
297. 8.J.2.a.i. Reserve trade of assigned pairing: same number of days	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
298. 8.J.2.ii. Reserve trade of assigned pairing: Departing on same day	CMS (for first CMS Bid Period)
299. 8.J.2.iii. Reserve trade of assigned pairing: Flight time constraints	CMS (for first CMS Bid Period)
300. 8.J.2.iii. Reserve trade of assigned pairing: Lineholder to Reserve trades	CMS (for first CMS Bid Period)
301. leave blank	<leave blank>
302. leave blank	<leave blank>
303. 8.J.2.iii. Reserve trade of assigned pairing for days off: Opt over monthly max	CMS (for first CMS Bid Period)
304. 8.J.3. Reserve trade of assigned pairing with for days off : Reduction in guarantee	CMS (for first CMS Bid Period)
305. 8.J.3. Reserve trade of assigned pairing for days off: Restoration of reserve days	CMS (for first CMS Bid Period)
306. 8.K.1., 2., 3., 4., 6. and 7. Notice of assignment	CMS (for first CMS Bid Period)
307. 8.K.5. Alternate contacts	CMS (for first CMS Bid Period)
308. 8.L. Picking up Open Flying  CMS (for first CMS Bid Period)	
309. 8.L.1. Picking up Open Flying: Legal rest constraints	CMS (for first CMS Bid Period)
310. 8.L.2. Picking up Open Flying: White Flag or Purple Flag	CMS (for first CMS Bid Period)
311. 8.L.3. Picking up Open Flying: No restoration of min days off	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
312. 8.M. Picking up from other Flight Attendants	CMS (for first CMS Bid Period)
313. 8.N.1. Reserve Standby: Duty and pay	CMS (for first CMS Bid Period)
314. 8.N.2. Reserve Standby: Assignment and/or release	CMS (for first CMS Bid Period)
315. 8.N.3. and 5. Reserve Standby: TMAC and assignment process	CMS (for first CMS Bid Period)
316. 8.N.4. Reserve Standby: Half pay and credit	CMS (for first CMS Bid Period)
317. 8.N.6. Reserve Standby: Out of Base Standby and Pay	CMS (for first CMS Bid Period)
318. 8.N.7. Reserve Standby: Max number of pre-boarding assignments	CMS (for first CMS Bid Period)
319. 8.O.1. Standby pay vs show no go pay	CMS (for first CMS Bid Period)
320. 8.O.2. Reserve monthly max	CMS (for first CMS Bid Period)
321. 8.O.2. Opt to 105	CMS (for first CMS Bid Period)
322. 8.O.2. Opt to over 105	CMS (for first CMS Bid Period)
323. 8.O.3. Automated communication system	CMS (for first CMS Bid Period)
324. 8.O.3.a. Automated communication system: Identification of communication source	CMS (for first CMS Bid Period)
325. 8.O.3.b. Automated communication system: Number of open pairings by duty period	CMS (for first CMS Bid Period)
326. 8.O.3.c. Automated communication system: Number of days available	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
327. 8.O.3.c. Automated communication system: Names of reserves legal for assignment	CMS (for first CMS Bid Period)
328. 8.O.4. Description of open pairings and names assigned, and names of Reserves available and number of days available (Reserve fly & assign show)	CMS (for first CMS Bid Period)
329. 8.O.5. Round-trip Assignments: May include flight segments and Standby Reserve periods	CMS (for first CMS Bid Period)
330. 8.O.6. Auto release into Set day off 8.O.7 When deemed unavailable	CMS (for first CMS Bid Period)
331. 8.O.8. Reserve make up	CMS (for first CMS Bid Period)
332. 8.O.9. Reserve to Lineholder status and Lineholder to Reserve status	CMS (for first CMS Bid Period)
333. 8.O.10. Passport qualification	DOS
334. 8.O.11. Reserve pay and credit 2:00 if report to airport and displaced by Lineholder and not reassigned	CMS (for first CMS Bid Period)
335. Reserve Rotation LOA Paragraph1 A/B Rotation	CMS (for first CMS Bid Period)
336. Reserve Rotation LOA Paragraph1.a Top 25% exception	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
337. Reserve Rotation LOA Paragraph1.b FSL A/B rotation	CMS (for first CMS Bid Period)
338. Reserve Rotation LOA Paragraph 1.c. A/B rotation months	CMS (for first CMS Bid Period)
339. Reserve Rotation LOA Paragraph 1.d. 5 year's continuous rreserve	CMS (for first CMS Bid Period)
340. Reserve Rotation LOA Paragraph 1.e. Lineholder preferencing reserve	CMS (for first CMS Bid Period)
341. Reserve Rotation LOA Paragraph 1.f. Designated lineholder not forced into reserve	CMS (for first CMS Bid Period)
342. Reserve Rotation LOA Paragraph 1.bi. FSL sub-Base – Opt out	CMS (for first CMS Bid Period)
343. Reserve Rotation LOA Paragraph 1.b.ii FSL sub-Base opt out bypass	CMS (for first CMS Bid Period)
344. Reserve Rotation LOA Paragraph 2 Revision of A/B designations before vacation bidding	CMS (for first CMS Bid Period)
345. Reserve Rotation LOA Paragraph 3 Designation due to transfer	CMS (for first CMS Bid Period)
346. Reserve Rotation LOA Paragraph 4 Adjustment of seniority imbalance	CMS (for first CMS Bid Period)
347. Reserve Rotation LOA Paragraph 5 Bidding for junior Lineholders & senior Reserves	CMS (for first CMS Bid Period)
348. Reserve Rotation LOA Paragraph 6 Trading of designation	CMS (for first CMS Bid Period)

Topic (Sections and Paragraphs)	Expected Implementation
<b>9. SPECIAL QUALIFICATIONS</b>	
349. 9. Identify participants in accordance with FSL Transition Letter of Agreement: ISM and Qualified International Purser	DOS minus 1 day
350. 9.A. Implement FSL positions	CMS (for first CMS Bid Period)
351. 9.G.7 Establish Language Incentive Program	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
352. 9.G . Establish LQ program – process to identify and tag languages	180 Days prior to CMS (for first CMS Bid Period)
353. 9.G.2 Harmonize approved language training program	DOS.
354. 9.G.5 Post and award LQ vacancies	90 Days prior to CMS (for first CMS Bid Period)
355. 9.G. Open LQ sub-bases	CMS (for first CMS Bid Period)
356. 9.G.5. Designate LQ flights and positions	60 Days prior to CMS (for first CMS Bid Period)
357. 9.G.1.e Implement LQ bidding	30 Days prior to CMS (for first CMS Bid Period)
358. 9.G.7. LIP – designate LIP flights and languages	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
359. 9.A. and D. Establish FSL program	180 Days prior to CMS
360. 9.B. Post and open FSL bases and award vacancies	180 days prior to CMS open bid/ bids awarded 120 days prior to CMS
361. 9.C. Establish FSL training program	180 Days prior to CMS

Topic (Sections and Paragraphs)	Expected Implementation
362. 9.D.3.f. Monthly opt out process – bid and award opt outs for FSLs prior to monthly bid	30 Days prior to CMS (for first CMS Bid Period)
363. 9.E. Designate FSL flights	60 Days prior to CMS
364. 9. F. FSL and Purser compensation	Day 1 common crew management system (CMS)
<b>365. 10. AMC</b>	Pay DOS and other terms DOS+ implementation to be developed by the Joint Implementation Team (JIT)
<b>366. 11. TRAINING</b>	
367. 11.B. Implement new rate of pay for CQ and other training/meetings	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
368. 11.B.3. Implement deadheading to/from training and pay and credit for DH	CMS (for first CMS Bid Period)
369. 11.C.1. Per diem	Per Diem DOS (pay not process)
370. 11.C.3. Implement Training Pairings	CMS (for first CMS Bid Period)
371. 11.D. Implement new CQ training schedule and bid process	CMS (for first CMS Bid Period)
372. 11.E. Process for trading training dates	CMS (for first CMS Bid Period)
<b>12. VACATION</b>	
373. 12.A. Harmonize vacation accrual periods	2018 Vacation Year – full credit for any months missed September through December
374. 12.A Vacation accrual	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
375. 12.A.1. Vacation accrual seniority	DOS

Topic (Sections and Paragraphs)	Expected Implementation
376. 12.A.2. – 4. Quarterly vacation accrual thresholds	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
377. 12.B.1. – 4. Vacation Pay	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
378. 12.B.5 Vacation contribution to 401k	2018 Vacation Year
379. 12.C.2 Vacation bid timeline	DOS+
380. 12.C.3 RSV vacation adjustments	CMS (for first CMS Bid Period)
381. 12.C.4 Days off preceding/following vacation	First day of the third Bid Period following DOS.
382. 12.D Vacation buy back	2018 Vacation Year
383. 12.E Optional Flex vacation	2018 Vacation Year
384. 12.F Annual vacation bid process	2018 Vacation Year
385. 12.G Vacation slides	CMS (for first CMS Bid Period)
386. 12.H Vacation trades	CMS (for first CMS Bid Period)
387. 12.I Vacation fly through	CMS (for first CMS Bid Period)
388. 12.J DAT vacation	CMS (for first CMS Bid Period)
389. 12.K Vacation cancellation	First day of the third Bid Period following DOS.
390. 12.L Vacation payments upon termination	DOS
<b>13. SICK AND OCCUPATIONAL LEAVE</b>	
391. 13.A. Establish OJI banks for SUA FAs	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

Topic (Sections and Paragraphs)	Expected Implementation
392. 13.A.1, 2 and 3 Harmonize accrual rates and maximum hrs. for sick leave banks	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
393. 13.A.6. Create electronic access to sick leave banks' accruals	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
394. 13.A.7. Create rapid re-accrual process for sUA	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
395. 13.A.8. Adopt sCO sick leave make-up process	CMS (for first CMS Bid Period)
396. 13.B Adopt sUA process for calling ONSL/OFFSL	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
397. 13.B.1.b Electronic process for calling ONSL prior to 0900 the day prior to trip or reserve day	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
398. 13.B.1.e Process for dropping sick leave trips into open time	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
399. 13.C. Medical Verification	First day of the third Bid Period following DOS.
400. 13.D Sick leave administration and pay	CMS (for first CMS Bid Period)
401. 13.D.5. Process for RSV/s calling ONSL	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
402. 13.D.6. Adopt current sUA 3 pay options for entire month of sick leave	CMS (for first CMS Bid Period)
403. 13.D.7. Kin care policy	DOS
404. 13.D.10. Occupational pay process	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
405. 13.D.10.c. Detailed Worker's Comp statements	First day of the third or fourth Bid Period following DOS.

Topic (Sections and Paragraphs)	Expected Implementation
406. 13.D.10.d Direct deposit for Worker's Comp	First day of the third or fourth Bid Period following DOS.
407. 13.E. Trip trade process while ONSL	CMS (for first CMS Bid Period)
408. 13.F Implement Worker's Comp governance rules	DOS
<b>14. SENIORITY</b>	
409. 14.A. Harmonize new FAs' initial seniority ranking	DOS
410. 14.A. and D. Implement seniority for bidding and loss of seniority	DOS and Letter re Implementation of Leaves
411. 14.A.1. Harmonize seniority accrual	DOS
412. 14.B. Implement probation period of 180 days	DOS for new hire Flight Attendants only
413. 14.C. AFA provides merged seniority list	DOS
414. 14.E. Transfers from FA to non-flying or management duties	DOS
<b>15. LEAVES OF ABSENCE</b>	
415. 15. Transition Letter	30 days after DOS notice to FAs on current leaves
416. 15.A.1. Update online LOA information and forms	DOS
417. 15.I.3.a. FML centralization	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
418. 15.I.3.b. Electronic system to view FML balance	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

Topic (Sections and Paragraphs)	Expected Implementation
419. 15.I.4. FML Hours of service requirement	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
420. 15.I.5.b. No auto-designation process for FML	DOS for new leaves and DOS + 30 notice to FAs on leaves per Transition notice
421. 15.I.5.d.and c Use of vacation and/or sick leave before FML hours	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
422. 15.N Lengths of time for types of leaves	DOS for new leaves and DOS + 30 notice to FAs on leaves per Transition notice
423. 15.N Accruals	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
424. 15.N Benefits	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

## 16. JOB SHARE AND PARTNERSHIP

425. 16.A.3. Order of award	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
426. 16.A.2 a. and b. Implement annual/multi-month partnership program	First day of the third Bid Period following DOS have ability to do multi-month partnerships. Annual bid – 2017.

## 17. FILLING OF VACANCIES

427. 17. Cross-subsidiary transfers	CMS (for first CMS Bid Period)
428. 17. (see Sec. 12.C.7) Maintaining vacation when transferring	CMS (for first CMS Bid Period)
429. 17.A. (see Sec. 15.A.5) Harmonize process to allow s-UA transfers while on leave	First day of the fourth Bid Period following DOS.

Topic (Sections and Paragraphs)	Expected Implementation
430. 17.A. Harmonize transfer award (including freeze) process for active FAs	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
431. 17.G. Implement contractual moving provisions	DOS
432. 17.H. Settling time and monthly guarantee	DOS
<b>433. 18. REDUCTION IN PERSONNEL</b>	DOS
<b>434. 19. SAFETY HEALTH AND SECURITY</b>	DOS
<b>435. 20.A. MEDICAL EXAM PROCESS</b>	DOS for all medical exams initiated after DOS. Predecessor contract process completed for all FAs already going through Medical Exam process on DOS
<b>436. 21 ALCOHOL AND DRUG TESTING</b> Rules	DOS separate pools but same rules
437. 21. Alcohol and Drug Testing	CMS same pools
<b>22 PERSONNEL FILES</b>	
438. 22. Educate management/ FAs on process	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
439. 22.A.4. Implement new electronic work history	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
440. 22.D. Harmonize discipline	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
441. 22.D. Transition existing discipline	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

Topic (Sections and Paragraphs)	Expected Implementation
<b>23. INVESTIGATIONS AND GRIEVANCES</b>	
442. 23. Joint training of UA staff and AFA reps. on NOD process, point system and dispute resolution process	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
443. 23. Reconcile grievance dockets	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
444. 23. (Side Letter of Agreement) Transition current records to agreed levels of discipline	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
445. 23.E. Transition grievances to NOD process	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
446. 23.E. Implement NOD process for all non-disciplinary issues	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
447. 23.F. Adopt SUA point system and automation for work records	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
<b>24. SYSTEM BOARD OF ADJUSTMENT</b>	
448. 24. Merge arbitration case dockets	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
449. 24.E. Select new arbitration panel	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
450. 24.F. Adopt new calendar for single docket of cases	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
<b>25. UNIFORMS</b>	
451. 25. Uniform section	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

Topic (Sections and Paragraphs)	Expected Implementation
452. 25.(policy) and 25.C.5 Adopt points policy	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
453. 26. Moving Expenses	DOS
454. 27. Missing, Interned, Hostage, POW	DOS
455. 28. Commuter Program	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

## **29. INSURANCE AND RETIREMENT BENEFITS**

456. 29.F. Retiree Medical	DOS
457. 29.G. and H: Life and Accident Insurance, LTD	Implemented with open enrollment for first benefit year following DOS.
458. 29.I. 401(k) contributions	DOS (may be retroactively contributed).
459. 29.I. 401(k) plan migration	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

## **30. UNION ACTIVITIES**

460. 30.F. Implement new provisions for Union travel	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
461. 30.G. and P. Implement new processes for AFA releases and pay for Union business	DOS
462. 30.L. Harmonize Schedule Committees' activities	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
463. 30.N. Union office space	DOS+ 60 days begin search for space where no office exists

## **464. 31. UNION SECURITY AND DUES CHECK-OFF**

## **465. 32. DURATION**

Topic (Sections and Paragraphs)	Expected Implementation
<b>LETTERS OF AGREEMENT</b>	
466. Implementation of New Technology	DOS
467. Satellite Bases	DOS
468. Foreign Currency	DOS
469. First Right of Hire	DOS
470. Jetway Trade Expansion	DOS
471. 20 Year Pass Travel	DOS
472. Hotel Selection Process and Guidelines	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
473. FABS	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
474. AFA PAC Letter	DOS
475. Recognition of International Issues	DOS
476. Expedited Arbitration	DOS
477. AFA Staff Travel	DOS
478. Implementation Agreement	DOS
479. FSL Transition	DOS+ implementation to be developed by the Joint Implementation Team (JIT)
480. Scope	DOS
481. Foreign Nationals	DOS
482. CRAF	DOS compensation and DOS+ for full implementation to be developed by the Joint Implementation Team (JIT)
483. 767 Crew Rest	DOS
484. Discipline Transition and Conversion	DOS
485. 787-777 Aircraft Exchange	DOS

<b>Topic (Sections and Paragraphs)</b>	<b>Expected Implementation</b>
486. CMI Flight Attendants' Transition	DOS+ implementation to be developed by the Joint Implementation Team (JIT)

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon an orderly process to resolve issues raised by the use of new technology that affects Flight Attendant duties,

NOW THEREFORE, the parties to this Letter of Agreement hereby agree as follows:

In the event that the use of new technology will result in material changes to the duties performed by Flight Attendants during the term of the Agreement, the parties will promptly meet for the purpose of agreeing upon the method and particulars of the implementation of the new technology.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

During the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed to following:

At least twice a year, the Company will meet with the Union to mutually determine whether jetway trading will be expanded to other international locations.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
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Senior Vice President –  
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/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Randy Hatfield, President  
Continental MEC

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

***WITNESSETH:***

Whereas, the Company and the Association have entered into a Joint Collective Bargaining Agreement (the "JCBA"); and

Whereas, the Company and the Union wish to state the agreement they have reached with respect to the annual rate setting process applicable to the Flight Attendants' medical, dental and prescription drug programs;

Now, Therefore, the Company and the Union mutually agree as follows, effective on the effective date of the Collective Bargaining Agreement:

**I. The following provisions apply to Medical rate setting under Section 29.B.4.:**

**A.** In the implementation of the provisions of Section 29.B.4. of the Collective Bargaining Agreement, the determination of the Required Monthly Contributions for years after the One-time Cost Share Reset as defined in the last sentence of Section 29.B.4.c.(1),, the Company and the Union will annually follow the procedures set forth in this Letter of Agreement, subject to any transitional rules in the Collective Bargaining Agreement that override the terms of this Letter of Agreement.

**B. Contributions For Calendar Years After One-time Cost Share Reset for Flight Attendants in Active Service.** For each calendar year, the Required Monthly Contribution in a Core Medical Option, the Traditional Medical PPO Option or the Select Regional Medical Plans shall not exceed 20% of the actuarially-determined "Total Projected Cost" of the Option or Plan for such calendar year, for each Coverage Tier, subject to the adjustments, limitations and permitted variances hereinafter set forth. Total Projected Cost shall be determined in accordance with Paragraph I.D. below and the Experience

True-up to correct for deviations of actual from projected cost as provided in Paragraph I.E. below. The rate of Required Monthly Contributions is subject to the permitted deviation and the limitation on maximum year-over-year increases in Required Monthly Contributions provided in Paragraph I.F. below.

**C. Definitions.** For purposes of Paragraphs I.A. through I.G. the following terms will have the meanings ascribed to them:

**(1). “Claims Experience”:** For purposes of determining Total Projected Cost of any self-insured medical plan or program in which active employees of the Company and/or pre-Medicare retirees of the Company are eligible to participate, the term “Claims Experience” means the per-capita rate of actual claims paid and incurred plus unpaid claim liability during the Experience Period by all active employees of the Company and pre-Medicare retired employees of the Company, enrolled in a domestic medical plan (U.S. and territories) including employees enrolled in the medical plans set forth in Sections 29.B.1.b. and 29.B.1.c. For any insured plan or the insured portion of any plan, “Claims Experience” is 85% of the most recent available gross premium rate. Total Projected Cost of any medical program offered to Medicare-eligible retired employees of the Company will be determined as a separate risk pool.

**(2). “Costs of Administration”:** For self-insured plans or programs, and for the self-insured component of any hybrid plan or program, “Costs of Administration” means the actual charges of any third-party claims administrator, pharmacy benefits manager, behavioral health manager, disease management/smoking cessation vendor, and wellness vendor including any “load” or other charge for administration of the wellness initiatives. For fully-insured plans or programs, and for the insured components of any hybrid plan or program, “Costs of Administration” shall be a maximum of 15% of the gross premium paid. “Costs of Administration” include any excise tax relating to medical plans imposed upon the Company pursuant to Section 49801 of the Internal Revenue Code of 1986, as amended by Section 9001 of the Patient Protection and Affordable Care Act of 2010, Public Law 111-148 (the “Excise Tax”). “Costs of Administration” does not include any other cost, fee, charge or expense of the Company in connection with maintaining the plan or program, including, without limitation, any charge or expense of any third-party vendor (other than the vendors listed in the first sentence of this subparagraph) or for wages or benefits of Company employees providing ancillary, administrative, record-

keeping or other support services for the plan or program. Should the Company pursue a re-insurance (stop-loss) coverage, the expected net cost of coverage, which is calculated as gross premium minus expected recoveries, will be included in the costs of administration. For purposes of determining Total Projected Costs, Costs of Administration for fully-insured and self-insured options are pooled and applied as a level percentage of Total Projected Cost.

- (3). “Determination Year”:** The year prior to the Rating Year, during which the Company Actuary determines Total Projected Cost and contribution rates to be effective during the Rating Year.
- (4). “Experience Period”:** The “Experience Period” is a period of 24 consecutive months divided into historical segments of 12 consecutive calendar months each and given equal weight assuming consistent experience.
- (5). “Look-Back Year”:** The year immediately preceding the Determination Year.
- (6). “Margin”:** “Margin” refers to any intentional difference between a measure or quantity as used and the same measure or quantity reflecting “best estimate” assumptions. Margins may be implicit (derived using modified assumptions or elements) or explicit (derived by modifying the end result).
- (7). “Offsets”:** “Offsets” shall include discounts and manufacturer, vendor and other rebates and payments, together with any other amounts determined by the Company Actuary as being properly treated as an offset to costs. Government subsidies received by the Company, such as subsidies under the federal Medicare Part D Retiree Drug Subsidy Program administered by the Centers for Medicare and Medicaid Services (“CMS”) pursuant to the Medicare Prescription Drug Improvement and Modernization Act of 2003, Public Law 108-173, shall be applied as offsets at such time as any Excise Tax becomes includable in Costs of Administration.
- (8). “Rating Year”:** The “Rating Year” is the year for which total costs are being projected, and in which the contribution rates being established, by the methodology provided in this paragraph I, will be charged to Flight Attendants.
- (9). “Total Projected Cost”:** “Total Projected Cost” means the Claims Experience for the Experience Period, drawn from all health care programs offered by the Company during the Experience Period, across all Coverage Tiers, adjusted for differences in plan design between the Experience Period

and the Rating Year, normalized using relative values, consolidated, trended to reflect reasonably anticipated changes in health costs, and actuarially projected to the Rating Year, subject to such other adjustments, if any, as are determined by the Company Actuary to be actuarially appropriate, plus expected Costs of Administration, less Offsets, without explicit or implicit Margin. Rates per unit of coverage in the Core Medical Options and Traditional Medical PPO shall be derived from Total Projected Cost. True-up amounts in accordance with Paragraph E are separately determined amounts and are not part of Claims Experience or Total Projected Cost.

**D. Determination of Total Projected Cost and Rates Per Unit of Coverage.** The methodology and procedure the parties will follow each Determination Year to determine Total Projected Cost for the Rating Year, and to derive from Total Projected Cost the rates of contribution for each Core Medical Option and the Traditional Medical PPO (including the prescription drug component of such Core Medical Option and the Traditional Medical PPO) and Coverage Tier for the Rating Year, will be as set forth herein.

**E. Experience True-Up.** In each Determination Year, actual costs incurred in the Look-Back Year are compared to the Total Projected Cost for the Look-Back Year to determine if adjustment is required under the following rules:

**(1.) Adjustment for Deviations of Actual Enrollment from Expected Enrollment.** The Total Projected Cost that was used to set contribution rates for the Look-Back Year shall be adjusted to correct for deviation of actual enrollments in the various medical plans, options and programs from the anticipated enrollments originally used to determine Total Projected Costs for the Look-Back Year (“Enrollment-adjusted Total Projected Costs”).

**(2.) Gains and Losses.** Historical gains and losses (the difference between the Enrollment-adjusted Total Projected Costs and actual incurred costs for the Look-Back Year) are identified and quantified.

**(3.) Amortization of Gains and Losses.** For any Look-Back Year in which there are gains or losses, the portion of such gain or loss shall be halved and applied per capita to Flight Attendants in Active Service and retired Flight Attendants in the Before-Medicare Medical Benefits without interest to decrease (in the case of gains) or increase (in the case of losses) the Total Projected Cost levelly over two Rating Years beginning with the Rating Year immediately following

the Determination Year in which the True-Up calculation is made. For example, the first true-up Determination Year hereunder will be 2018, with 2017 as the first Look-Back Year and, if an adjustment is required because 2017 gains or losses were  $\pm 1\%$ , one-half of one percent (0.5%) of the enrollment-adjusted Total Projected Cost for the Look-Back Year (which is half of such excess gain or loss) would be applied to adjust Total Projected Costs for the 2019 Rating Year, and the remaining excess gain or loss for 2017 as remeasured in 2019 Determination Year would be applied to adjust Total Projected Costs for the 2020 Rating Year. Due to additional runout claims, the second year amortization of the excess 2017 gain or loss may not exactly match the first year amortization. Amortization schedules will be maintained so that, for each Rating Year after 2019, the accumulated net amortizable gain or loss required to be taken into account in that Rating Year shall be subtracted from, or added to, Total Projected Cost for purposes of determining contributions.

**(4.) Aggregate Contribution Adjustments.** Required contributions for non-retired Employees for coverage under all medical plans offered by the Company excluding the Core HDHP option, shall be subject to the further limitation that the Company shall pay not less than 80% in the aggregate of the Enrollment-adjusted Total Projected Cost of all medical plans offered by the Company to its employees, provided "employees" for this purpose means in addition to Flight Attendants any other workgroups that subscribed to all of the Flight Attendant medical plan offerings and contributions, in accordance with the following:

- a. Each year beginning with 2020, Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), shall be compared to the aggregate contributions, using year-to-date data through October, for coverage under all medical plan options offered by the Company, excluding the Core HDHP.
- b. The contributions for all Company-offered medical options (excluding the HDHP) will be normalized to reflect the assumed level of participation in the wellness credits. This provision will not be used to subvert the basic Aggregate 80%/20% Contribution Limit.
- c. If aggregate employee contributions (excluding the Core HDHP Option) are 20% or less of the Enrollment-adjusted Total Projected Costs (excluding Total

Projected Costs for the Core HDHP Option), no adjustment will be made. However, if aggregate employee contributions (excluding the Core HDHP Option) exceed 20% of Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), an aggregate contribution adjustment, for the full year, equal to the excess, on a level percentage basis, will be made to employees by the end of the plan year. Such adjustment does not apply to the employees enrolled in the Core HDHP Option, nor those who have left the plan prior to the aggregate contribution adjustment.

**F. Limitation on Year-Over-Year Increases in Required Monthly Contributions for Flight Attendants in Active Service.** Any increase in the Required Monthly Contribution for the Core Medical Options, Traditional PPO Medical Plan and Select Regional Medical Plans, from one calendar year to the next, will not exceed 9.25% of the prior year's contribution (except that this percentage will vary for the individual Flight Attendant after taking into account credits and surcharges), rounded to the nearest penny, consistent with the Core Option and Traditional PPO Medical Plan 80%/20% Limit, in accordance with the following:

- (1). In no event will the Participant's contribution by Coverage Tier on a composite basis exceed the lesser of: (A) 20% of Total Projected Cost, with an upward variation tolerance of 0.1%, such variance permitted, not as a matter of routine, but in order to accommodate rounding, or (B) 109.25% of the prior year's contribution by Coverage Tier on a composite basis. Composites for the purposes of this Paragraph combine the separate rates for tobacco users and those Flight Attendants who incur spousal surcharges into an overall rate.
- (2). The limitations provided in this Paragraph I.F.(2) will be applied after all computations and adjustments described in Paragraphs I.D. and I.E. above have been carried out.

**G. Determination of Total Projected Cost for Retiree Medical Benefits.** For purposes of determining the Total Projected Cost for Before- and After-Medicare Medical benefits for all retired Flight Attendants (other than pre-7/1/03 SUA retired Flight Attendants) the procedures described in Paragraphs I.D. through I.F. will apply, except that, for Flight Attendants retiring on or after the effective date of the Agreement, wellness credits and spousal surcharges will be included for Before-Medicare Medical Benefit Coverage and excluded for After-Medicare Medical Benefit coverage.

**II. The following provisions apply to Dental rate setting under Section 29.C.4.:**

**A.** In the implementation of the provisions of Section 29.C.4. of the Collective Bargaining Agreement, the determination of the Required Monthly Contributions for years after the One-time Cost Share Reset, the Company and the Union will annually follow the procedures set forth below.

**B. Contributions For Calendar Years After One-time Cost Share Reset.** For each calendar year, the Required Monthly Contribution in the Core Dental Option shall not exceed 20% of the actuarially-determined “Total Projected Cost” of the Coverage Tier elected for such calendar year, subject to the adjustments, limitations and permitted variances hereinafter set forth. Total Projected Cost shall be determined in accordance with Paragraph II.D. below. The rate of required contributions is subject to the permitted deviation and the limitation on maximum year-over-year increases in Required Monthly Contributions provided in Paragraph II.E. below.

**C. Definitions.** For purposes of Paragraphs II.D. through II.E., the definitions in Paragraph I.C. shall apply, except as follows:

**(1). “Claims Experience”:** For purposes of determining Total Projected Cost of any self-insured dental plans or programs in which active employees of the Company are eligible to participate, the term “Claims Experience” means the actual claims paid and incurred plus unpaid claim liability during the Experience Period by all active employees of the Company. In the event the Company offers an insured plan, excluding dental HMOs, such plan or the insured portion of any plan, “Claims Experience” is 85% of the most recent available gross premium.

**(2). “Costs of Administration”:** For self-insured plans or programs, and for the self-insured component of any hybrid plan or program, “Costs of Administration” means the actual charges of any third-party claims administrator. For fully-insured plans or programs, and for the insured components of any hybrid plan or program, “Costs of Administration” shall be 15% of the gross premium paid. “Costs of Administration” include any excise tax relating to dental plans imposed upon the Company pursuant to Section 49801 of the Internal Revenue Code of 1986, as amended by Section 9001 of the Patient Protection and Affordable Care Act of 2010, Public Law 111-148 (the “Excise Tax”). “Costs of Administration” does not include any other cost, fee, charge or expense of the Company in connection with maintaining the plan or program, including, without

limitation, any charge or expense of any third-party vendor (other than the vendors listed in the first sentence of this Paragraph) or for wages or benefits of Company employees providing ancillary, administrative, record-keeping or other support services for the plan or program.

(3). **“Offsets”:** “Offsets” shall include discounts and manufacturer, vendor and other rebates and payments, together with any other amounts determined by the Company Actuary as being properly treated as an offset to costs.

(4). **“Total Projected Cost”:** “Total Projected Cost” means the Claims Experience for the Experience Period, drawn from all dental care programs, excluding dental HMOs (insured or self-insured), offered by the Company during the Experience Period, across all Coverage Tiers, adjusted for changes in plan design from the Experience Period to the Rating Year, normalized using relative values, consolidated, trended to reflect reasonably anticipated changes in dental costs, and actuarially projected to the Rating Year, subject to such other adjustments, if any, as are determined by the Company Actuary to be actuarially appropriate, plus Costs of Administration, less Offsets, without explicit or implicit Margin. Rates per unit of coverage in the Core Dental Option shall be derived from Total Projected Cost.

**D. Determination of Total Projected Cost and Rates Per Unit of Coverage.** The methodology and procedure the parties will follow each Determination Year to determine Total Projected Cost for the Rating Year, and to derive from Total Projected Cost the rates of contribution for the Core Dental Option and Coverage Tier for the Rating Year, will be as set forth herein.

**E. Limitation on Year-Over-Year Increases in Required Monthly Contributions.** Any increase in the Required Monthly Contribution for the Core Dental Option, from one calendar year to the next, will not exceed 9.25% of the prior year's contribution, rounded to the nearest penny. In no event will the Participant's contribution by Coverage Tier exceed the lesser of: (A) 20% of Total Projected Cost, with an upward variation tolerance of 0.1%, such variance permitted, not as a matter of routine, but in order to accommodate rounding, or (B) 109.25% of the prior year's contribution by Coverage Tier.

**III. The following General Provisions apply to Medical and Dental rate setting:**

**A. Annual Rate-Setting and Aggregate Contribution Adjustments Schedule.** The parties shall adhere to the following timeline each year, unless otherwise agreed:

<b>By This Date</b>	<b>Action to Be Taken</b>
September 1	<p>Company shall provide to AFA:</p> <ul style="list-style-type: none"> <li>- All final Methodology Documents</li> <li>- Rate charts for           <ul style="list-style-type: none"> <li>• Actives</li> <li>• Post-7/1/2003, Pre-65 retirees</li> </ul> </li> </ul>
October 1	<p>Company shall provide to AFA:</p> <ul style="list-style-type: none"> <li>- Rate charts for           <ul style="list-style-type: none"> <li>• Pre-7/1/2003, Pre-65 retirees</li> <li>• All post-65 retirees including Medicare HMOs</li> </ul> </li> </ul>
October 31	<p>Company shall provide Aggregate Contribution Adjustment data and calculations to AFA (Medical only)</p>
November 15	<p>AFA shall provide the Company with written notice of final agreement or disagreement on Aggregate Contribution Adjustments (Medical only)</p>

**B. Rate Setting and True-Up Disputes.** Any final determination in an arbitration filed by the Air Line Pilots Association under its Rate Setting Letter of Agreement shall be applied to Flight Attendants under this Agreement, as applicable.

**C. Definition of Company.** Notwithstanding anything herein to the contrary, for purposes of this Letter of Agreement the terms "United Airlines" and "Company" include Continental Micronesia, Inc. and any other affiliate of such entities which sponsors any medical or dental plan referred to herein.

This Letter of Agreement will be effective on the Effective Date of the Collective Bargaining Agreement and will remain in full force and effect concurrent with the provisions of Section 29, Benefits .

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

**LETTER OF AGREEMENT  
BETWEEN  
UNITED AIRLINES, INC.  
AND  
THE FLIGHT ATTENDANTS  
IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties recognized that there are certain issues specifically related to the International Domiciles.

THEREFORE the parties to this Letter of Agreement hereby agree as follows regarding International Domiciles.

1. The Company is committed to providing access to information and resources to timely resolve Flight Attendant concerns regarding insurance, payroll or other benefit issues. Staff who provide assistance will understand that there are time zone issues and cultural differences that should be respected.
2. Documents submitted by the Flight Attendants such as receipts and reports from non-Flight Attendants, e.g. doctors or lawyers, may be written in languages other than English, and the Company will bear the cost of translation. Flight Attendant reports shall be written in English.
3. Subject to the terms of Section 29 of the Contract, it is the goal to ensure that benefits provided in the Contract are applicable to all Flight Attendants. When benefits in the Contract are inapplicable to Flight Attendants in International Domiciles, the Company shall pursue available options that would provide comparable benefits. The benefits will include, but not be limited to: tax deferral or savings alternatives similar to 401(k) Plans, Medical/Dental Plans, Social Security/Pension Plans.
4. When vacancies are posted for International Domiciles, the Company will include an informational packet detailing information about the nation/city, immigration requirements, the tax information related to working out of the International Domicile, and other information helpful to the Flight Attendant's potential relocation.

5. Should United open an additional International Domicile(s), representatives of the Company and the Union will meet to address the issues set forth in above Paragraph 4, as well as the taxation information and tax reporting relationships between the relevant countries and any issues specific to the country, prior to the opening of the International Domicile. United must do everything within its power to assist Flight Attendants in getting the necessary visas and immigration approvals needed to exercise their seniority in the transfer process.
6. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

**FOR UNITED AIR LINES, INC:**

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Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Jean-Jacques Kande  
JNC Member

/s/

Cari Kershaw  
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UNITED AIRLINES, INC.  
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ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the “Company”) and the Association of Flight Attendants – CWA, AFL-CIO (the “Union”).

WHEREAS during the negotiations between the Company and the Union (collectively, the “parties”) leading to the 2016 – 2021 Agreement (the “Agreement”), the parties agreed upon terms for Flight Attendants who will rotate on Reserve in Bases as set forth in Section 8.A.

NOW THEREFORE, the parties to this Letter of Agreement hereby agree on the following terms regarding Reserve Rotation.

1. A Reserve pool shall be established at each Base or applicable sub-Base to provide Reserve coverage according to each Base's (or sub-Base's) Reserve quota in the following manner:
  - a. With the exception of the top twenty-five per cent (25%) of each Base, who are exempt from Reserve rotation, every Flight Attendant will be designated either “A” or “B” for identification. Such letter designation does not necessarily place a Flight Attendant within the Reserve rotation. All Reserve quotas will be assigned from the junior most Flight Attendant upward.
  - b. Where an FSL sub-Base exists, FSLs will be designated for Reserve rotation within their sub-Base according to the formula in Paragraph a. above.
    - i. FSLs who opt out pursuant to Section 9.D.3.f. will carry with them the designator assigned within the sub-Base;
    - ii. When the Company offers opt outs in excess of 2% in accordance with Section 9.D.3.f., it may bypass FSL(s) in their designated Reserve rotation month who are requesting to opt out in seniority order if necessary to ensure adequate Reserve coverage within the sub-Base.
  - c. At each Base (or sub-Base), the most junior Flight Attendants will serve on Reserve in accordance with their designated letter in the following month:

“A”	“B”
January	February
March	April
May	June
July	August
September	October
November	December

- d. Notwithstanding Paragraphs 1.a. and b. above, all Flight Attendants will serve on continuous Reserve status for five (5) years or until such time as their seniority allows them to be awarded a line of flying. After such five (5) year period, they shall be designated “A” or “B” and will serve on Reserve status in accordance with their seniority and group designation.
- e. Any Flight Attendant who prefers Reserve will be awarded the Reserve line according to her/his seniority. If a Lineholder on A/B rotation does preference a Reserve assignment during her/his Lineholder month, it will not affect her/his assignment to Reserve the following month.
- f. A designated Reserve shall not, by virtue of her/his seniority, force a designated Lineholder into Reserve status.
- 2. During the month prior to the bidding of vacations, the “A/B” letter designations will be revised at each Base for the following year to be effective from February through January.
- 3. A Flight Attendant who transfers into a Base covered by A/B rotation, shall be designated by the Company as “A” or “B” unless she/he falls within the top twenty-five per cent (25%) of her/his new Domicile on the effective date of the transfer.
- 4. During the year, should any Base experience a significant imbalance in the relative seniority of the senior Reserves in each group, the MEC President or designee and the WHQSK Manager of Advance Scheduling Operations/designee, by mutual agreement shall take appropriate action to restore a proper balance.
- 5. In any given month, the most senior designated Reserves and the most junior Lineholders of the same letter should preference both schedule and Reserve positions.
- 6. A Flight Attendant shall be allowed to trade her/his Reserve rotation “A” designation for “B” or vice versa, provided the trade is with another Flight Attendant considered as coming within the

Reserve rotation. Once accomplished, however, the Flight Attendant may not trade back to her/his original letter designation for the balance of the bid year unless action is taken pursuant to Paragraph 4. above.

7. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

/s/

Jack Hegg  
JNC Member

/s/

Jean-Jacques Kande  
JNC Member

**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

/s/

Cari Kershaw  
JNC Member

/s/

Kevin Lum  
JNC Member

/s/

Morna M. MacDonald  
JNC Member

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AND  
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IN THE SERVICE OF  
UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon terms for the establishment of Flight Attendant satellite bases ("Satellite Bases"),

NOW THEREFORE, the parties to this Letter of Agreement hereby agree that the Satellite Bases may be established as follows:

- A. The Company may establish Satellite Bases that will be considered sub-Bases of the existing Flight Attendant Bases ("geographical Bases").
1. The Company may establish special qualifications for bid within each Satellite Base to include Flight Service Leader and Language Qualified Flight Attendants, based on the needs of the service.
2. Flying within each Satellite Base shall be bid and awarded separate from the geographical Base of which each Satellite Base is a sub-Base.
- B. The Company will staff Satellite Bases by first accepting voluntary transfers in seniority order in accordance with Section 17 (Filling of Vacancies) of the Agreement. Remaining vacancies will be offered and awarded, in seniority order, to Flight Attendants affected by Base reductions within any geographic Bases, or by new hires.
- C. In the event of a reduction-in-force at any Satellite Base, Flight Attendants staffed within such Base through the award of a vacancy, but excluding new hires, shall have preference over any voluntary transfers then on file to return to the geographic Base from which they originally transferred.

The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be concurrently

subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
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**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

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Managing Director –  
Crew Resources and Base Services

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

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS during the negotiations between the Company and the Union (collectively, the "parties") leading to the 2016 – 2021 Agreement (the "Agreement"), the parties agreed upon an orderly process to resolve issues regarding the scope of Flight Attendant bargaining unit and duties,

NOW THEREFORE, the parties to this Letter of Agreement hereby agree as follows:

1. Except as specifically provided in the Foreign National Letter of Agreement, neither UAL, Inc., United Airlines, nor a successor, assign, or subsidiary thereof (hereinafter referred to as the "Company"), will, if such entity has a controlling interest, whether acting individually or jointly with any of the above entities, conduct any commercial flight operations of the type historically performed by United Airlines Flight Attendants, unless it performs such work with Flight Attendants on the United Airlines System Seniority List. Such flying shall be performed in accordance with the terms and conditions of the existing agreement or any other applicable agreement or agreements between the Company and the Union.
2. Without limiting the foregoing, the Company agrees not to establish or purchase an alter-ego airline in whole or in part.
3. Notwithstanding Paragraph 1. above, to the extent permitted by law, the Company will recognize the Union as the exclusive bargaining representative for the Flight Attendants on any commuter airline (primary 135 carrier) which it establishes or purchases in whole or in significant part. Upon recognition, the Union and the Company agree to negotiate in a timely fashion a competitive agreement no less favorable than area standard contracts for similar flying operations.
4. The parties to this Letter of Agreement hereby agree that it shall run concurrently with the 2016-2021 Agreement, and shall be

concurrently subject to the provisions pertaining to duration and amendment contained therein.

The parties hereto have signed this Letter of Agreement this 28th day of August, 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
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Kathleen Domondon, President  
Continental Micronesia MEC

/s/

Randy Hatfield, President  
Continental MEC

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Morna M. MacDonald  
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**FOR UNITED AIR LINES, INC:**

/s/

P. Douglas McKeen  
Senior Vice President –  
Labor Relations

/s/

Sam Risoli  
Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
Crew Resources and Base Services

/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

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UNITED AIRLINES, INC.  
AS REPRESENTED BY  
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS Section 25 Uniforms provides for replacement of uniform items utilizing an annual point allotment; and

WHEREAS the Collective Bargaining Agreements covering sub-Continental, sub-Continental Micronesia and sub-United Flight Attendants contained different uniform allotments/allowances; and

Whereas, the systems need to be harmonized into a new point allotment system as provided for in Section 25;

THEREFORE the parties agree to the following:

While the terms of the new Uniform Section will determine what reimbursements are provided by the Company, the Company agrees to meet with the Union within ninety (90) days of ratification to harmonize the uniform point allocations under the prior Collective Bargaining Agreements.

In establishing the new point allocation system, the allocated Company uniform points per Flight Attendant will provide for the same Flight Attendant uniform purchasing power for the uniform pieces as specified in the sub-Continental collective bargaining agreement.

Agreed and entered into this 28th day of August 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

/s/

Ken Diaz, President  
United MEC

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Kathleen Domondon, President  
Continental Micronesia MEC

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**FOR UNITED AIR LINES, INC:**

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Senior Vice President –  
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Robert T. Krabbe  
Senior Specialist - Labor Relations

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

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

The parties, hereby agree as follows:

Prior to the amendable date of this collective bargaining agreement between the Company and AFA, the Company shall not furlough any employee who appears on the United Flight Attendant System Seniority List(s) as of the date of signing of this collective bargaining agreement.

The Company shall be excused from compliance with the provisions of this Letter of Agreement above in the event that a circumstance over which the Company does not have control is the continuing cause of such non-compliance. Circumstances beyond the Company's control shall be: an act of nature; an ongoing labor dispute; grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due either to governmental action(s)/requirement(s) or to a decrease in available fuel supply or other critical materials for the Company's operation; revocation of the Company's operating certificate(s); war emergency; a terrorist act; or a substantial delay in the delivery of aircraft scheduled for delivery, provided that one of these listed occurrences has a material and substantial impact on the Company.

Agreed and entered into this 28th day of August 2016.

**FOR THE FLIGHT ATTENDANTS  
IN THE SERVICE OF UNITED  
AIRLINES, INC.**

/s/

Sara Nelson, President  
Association of Flight Attendants-  
CWA, AFL-CIO

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/s/

Kathleen Domondon, President  
Continental Micronesia MEC

/s/

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Senior Vice President –  
Labor Relations

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Senior Vice President –  
Inflight Services

/s/

Mark J. Kilayko  
Managing Director –  
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/s/

Robert T. Krabbe  
Senior Specialist - Labor Relations

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