



AGREEMENT

Between

ENDEAVOR AIR, INC.

and

THE FLIGHT ATTENDANTS

in the service of

ENDEAVOR AIR, INC.

as represented by

the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

March 31, 2020 – March 30, 2025

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SECTION 1 – RECOGNITION

- A.** In accordance with Certification Number R-7324 issued by the National Mediation Board, the Company recognizes the Association of Flight Attendants-Communications Workers of America, AFL-CIO, as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
- B.** The provisions of the Agreement shall be binding on any successors or assigns of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.

C. Labor Protective Provisions

- 1. In the event of a merger of the Company with another airline which affects the seniority rights of Flight Attendants on the Company's Flight Attendant System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner. The integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association merger policy if both pre-transaction Flight Attendant groups are represented by the Association. If the other pre-transaction Flight Attendant group is not represented by the Association, then Sections 3 and 13 of the Allegheny-Mohawk LPPs shall apply. The Surviving Entity shall accept the integrated seniority list established through the Association merger policy or LPP proceedings subject to the following conditions:
 - a. no "system flush" whereby an active Flight Attendant may displace any other active Flight Attendant from the latter's position; and
 - b. furloughed Flight Attendant may not bump/displace active Flight Attendants; and
 - c. no requirement for Flight Attendants to be compensated for flying not performed; and
 - d. does not contain conditions and restrictions that materially increase costs associated with training or company paid moves.
- 2. Except as required by law, the Company agrees that it will not accept or implement an integrated Flight Attendant System Seniority List unless it has been established pursuant to this Section.

D. Scope

- 1. No Flight Attendant will be furloughed or subject to involuntary domicile transfer as a direct and immediate result of any flying performed by management personnel.
- 2. Except as otherwise provided in this Agreement, or in the case of emergency situations, all revenue flying on the Company's aircraft (whether leased to or owned by the Company) or under the Company's operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military

Section 1 – Recognition

or commercial to other carriers or entities), shall be performed by Flight Attendants on the Company's Flight Attendant System Seniority List.

3. The Company may utilize management personnel on a trip as long as any Flight Attendant scheduled to work the trip does not suffer any flight pay loss as a result of being displaced by management personnel.
4. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of the Agreement.

E. New Equipment Type

1. Whenever a new equipment type which will be operated by the Company is placed into revenue service, the Company will notify the Union of the new equipment type and will meet and discuss the implementation and training for the new equipment, and whether any changes to the Agreement are necessary.
2. Nothing set forth in this Article shall prevent the Company from introducing a new equipment type into revenue service before the conclusion of its discussions with the Union regarding the new equipment type. The rates provided in Section 18 of this Agreement and the work rules set forth in this Agreement will be applied unless and until modified as a result of those discussions.

F. Mergers and Acquisitions

1. Upon announcement of any transaction which is intended to result in the consolidation of the Company with another airline, and that will affect the seniority rights of Flight Attendants on the Company Flight Attendant System Seniority List, the parties will meet in a timely manner to discuss the appropriate steps to be taken consistent with this Agreement.
2. Upon announcement of a sale of the Company in a bona fide "arms-length" transaction to an unrelated third party, the Company will use reasonable efforts to arrange for the Union to meet and confer with any such unrelated third party to discuss the appropriate steps to be taken consistent with this Agreement.

G. Remedies

Any and all disputes concerning alleged violation of this Section shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. If possible, the dispute shall be heard expeditiously no later than sixty (60) days following the submission to the System Board, and the Company agrees to request that a decision be issued within sixty (60) days after the close of the hearing.

H. Management Rights

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Flight Attendants covered by this Agreement will be governed by all reasonable rules, regulations and orders of the Company which are not in conflict with the express terms of this Agreement. Unless specifically abridged or modified by an express term of this Agreement, the Company retains the full and complete right and power to exercise its reasonable management authority in the operations of its business. Such management authority includes, but is not limited to, the right to manage and direct the workforce, including but not limited to, the right to hire, promote, demote, transfer, and control operations and establish and/or change work schedules and requirements; the right to determine the type of work to be performed and the right to change and introduce different methods, equipment, and facilities, the right to determine and change the number, size and location of bases and facilities, and the number of Flight Attendants and the work to be done by each; the right to establish and/or change reasonable Company rules and to maintain discipline and efficiency. The Company will have the right to discipline Flight Attendants for just cause subject to the grievance procedure provided herein. No retained management right will be waived except by the express written agreement of the parties.

I. No Strike

The Union and the Flight Attendants will not engage in any strike, including a sympathy strike, during the terms of this Agreement, including any status quo period. The Company reserves the right to seek injunctive relief for any violations of this no-strike clause. The Company agrees not to lock out any Flight Attendants during the terms of this Agreement, including any status quo period.

SECTION 2 – DEFINITIONS

- A. ACTIVE SERVICE** - On the Company payroll and subject to work assignments, or on certain leaves as provided in Section 10.
- B. ACTUAL BLOCK-TO-BLOCK or BLOCK or BLOCK TIME** - the period of time beginning when the main cabin door is closed and the parking brake is released for the purpose of flight, and ending when both the parking brake is set and the main cabin door is opened at the next intermediate stop or final destination.
- C. ACTUAL FLIGHT TIME** - The block to block time actually required to complete a specific leg.
- D. ADDITIONAL FLYING** - Any flying performed by a Flight Attendant in excess of his or her awarded monthly bid line.
- E. AIRPORT RESERVE** - A Flight Attendant who is assigned to reserve duty at a Company designated domicile. Airport Reserve is considered an assignment with regard to duty and rest limitations.
- F. AIRCRAFT ACCIDENT** – Defined in Section 11.C. of this Agreement.
- G. BASE** - A geographic location where Flight Attendants are assigned from which a Flight Attendant's duty assignments are calculated to begin and end.
- H. BID MONTH** - A series of days designated by the Company in which flying will be assigned and awarded, of which there will be twelve (12) per year.
- I. BIDDING PERIOD** - The time period in which a Flight Attendant has free access to the Company website for the purpose of submitting his/her preferences for a work schedule for the following month.
- J. BID SMOOTHING** - Adjustments to the length of a calendar month between twenty-eight (28) and thirty-two (32) days to balance Flight Attendant staffing.
- K. BID YEAR** – For scheduling, bidding and pay purposes, a Bid Year shall consist of twelve (12) Bid Months, each containing no less than twenty-eight (28) days and no more than thirty-two (32) days. Each Bid Year shall begin on or after December 31 and end on or prior to January 1.
- L. BUSINESS DAY** - Monday through Friday, not including holidays.
- M. CALENDAR DAY or DAY**- A twenty-four (24) consecutive hour period commencing at 0001 and ending at 2400 hours (local time).
- N. CALENDAR QUARTER** - Three (3) consecutive months, starting January 1 and ending December 31.
- O. CHARTER FLIGHT** - A flight operation contracted by a third party to provide flight services on a commercial, private, or military/government basis.

Section 2 – Definitions

- P. CHECK FLIGHT ATTENDANT (CFA)** - A qualified Flight Attendant who is designated by the Company to perform Initial Operating Experiences (IOE), Quality Assurance Rides (QAR), and other non-flying duties as assigned by the Company. A CFA is a non-management position.
- Q. CHECK IN TIME** - The time that a Flight Attendant is required to report for a duty assignment.
- R. THE COMPANY** - Endeavor Air, Inc., and any individual employed by the Company that it may from time to time designate to perform obligations under this Agreement.
- S. COMPENSATORY DAY OFF** - A Day Off granted to a Flight Attendant in accordance with this Agreement. Such Day Off will not count towards a Flight Attendant's minimum Days Off.
- T. CONTINUOUS DUTY OVERNIGHT (CDO)** - A one (1) duty period trip which is scheduled to be completed later than 0400 (local at the originating station) on the day subsequent to the day the trip began, during which there will be a break, but the Flight Attendant is not released into rest. A CDO assignment will contain a scheduled break of no less than five (5) hours.
- U. CREDIT TIME** - All hours a Flight Attendant performs his/her duties or is credited with a unit of time for pay purposes, or for flight time limitations as set forth in this Agreement. Credit Time shall include, but not be limited to, scheduled or actual hours flown, deadheading, vacation, sick leave, jury duty, bereavement, training, reserve monthly guarantee, Company business and flight pay loss.
- V. CREW** - Captain, First Officer and Flight Attendant(s).
- W. CREW RESOURCE REPORT** – A report generated by crew scheduling containing information relating to current reserve availability.
- X. CREW REST** - A contractual or regulatory period of time during which the Flight Attendant is released from all Company duty for the purpose of rest.
- Y. CREWTRAC** - The electronic system used by the Company to communicate with crew members or any electronic means that may be used in the future.
- Z. DAY OFF** - A calendar day, in Domicile, free from all company duty, scheduled or non-scheduled, including training.
- AA. DEADHEAD** - The transport, by air or surface vehicles, of an on-duty Flight Attendant from one point to another pursuant to Company orders.
- BB. DIFFERENT FLYING** - same as Additional Flying and New Flying.
- CC. DISPLACED OR DISPLACEMENT** - The forced transfer of a Flight Attendant from his or her domicile of choice to another.
- DD. DISTANCE LEARNING/LMS** - Company required training undertaken by a Flight Attendant at a location and time of his/her choosing (but prior to any applicable

Section 2 – Definitions

deadline).

- EE. DOMESTIC PARTNER** - A person who has an intimate, committed relationship of mutual caring with a Flight Attendant who is not legally married, which relationship is intended to be permanent, and who meets each of the following criteria:
1. Has resided at the same residence and household as the Flight Attendant for at least six (6) consecutive months while in such a committed relationship, and
 2. Be at least eighteen (18) years of age and not legally married, and
 3. Be mutually responsible with the Flight Attendant for each other's welfare and obligations, and
 4. Be the same, or opposite, gender as the Flight Attendant, and
 5. Has provided the Company with confirmation of his/her qualification as a domestic partner pursuant to this paragraph, or a copy of a certification or registration of a domestic partnership from a government body pursuant to an applicable state or local law authorizing such certification or registration.
- FF. DOMICILE** - same as Base.
- GG. DUTY, DUTY PERIOD, ON-DUTY or DUTY TIME** - All time a Flight Attendant is on duty, commencing when the Flight Attendant is required to report for duty and terminating when a Flight Attendant is released from duty for the purpose of obtaining legal rest in accordance with the provisions of this Agreement. Duty includes, but is not limited to, deadheading, classroom training, and ready reserve. Duty for deadheading purposes will be the same as for scheduled flight duty.
- HH. EXTENSION** - Any involuntary additional flight assignment, including a deadhead, which is added to a Flight Attendant's original trip. The flying may be added at the beginning, middle or end of a trip.
- II. FAA** - Federal Aviation Administration.
- JJ. FARS** - Federal Aviation Regulations.
- KK. FERRY FLIGHT** - The positioning of an aircraft for maintenance or other non-revenue purposes.
- LL. FLIGHT** - A block to block segment bearing a Company designated number.
- MM. FLIGHT ATTENDANT** - A crewmember qualified under Federal Aviation Administration (FAA) regulations and Company policies who holds a position on the Company Flight Attendant System Seniority List, who is responsible for performing all assigned cabin and ground services (as defined by this Agreement) for passengers including the responsibility for passenger safety, comfort and welfare, escorting, inflight service and completion of training and reports as required by the Company and the law. A Flight Attendant may be, from time to time, required to participate in publicity and promotional events and perform other non-flight duty.
- NN. FLIGHT PAC** - A Flight Attendant voluntary contribution to the CWA COPE, a political action fund, to further the interests of Flight Attendants through congressional action.

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- OO. FLIGHT PAY** - Payment based upon a Flight Attendant's applicable hourly rate of pay.
- PP. FURLOUGH** - The removal of a Flight Attendant from active service as a Flight Attendant with the Company due to a reduction in force, or the period of time during which such Flight Attendant has recall rights with the Company.
- QQ. GOLDEN DAY**- A guaranteed day off, free from all Company duty.
- RR. HIGH SPEED** - Same as Continuous Duty Overnight (CDO).
- SS. HOLIDAYS** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- TT. HOME RESERVE** - A Flight Attendant who is assigned to reserve at home. Home Reserve is not considered an assignment with regard to duty and rest limitations; however it is considered a day worked.
- UU. HOME STUDY**- Same as Distance learning.
- VV. HUB** - Same as Base or Domicile.
- WW. IDLE DAY** – A calendar day falling within a pairing where a Flight Attendant is free from all duty.
- XX. IMMEDIATE FAMILY MEMBER** – A Flight Attendant's spouse, children, step-children, grand-children, parents, step-parents, grandparents, great grandparents, legal guardians, siblings, spouse's parents, registered domestic partner, registered domestic partner's parents, registered domestic partner's children.
- YY. INCIDENT** – An occurrence, other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.
- ZZ. INFLIGHT RECURRENT TRAINING (IRT)** – Annual training to maintain current qualifications.
- AAA. INFLIGHT SUPERVISORY DUTY** – Performing work as a Company official acting in a supervisory or training capacity in the Inflight Department.
- BBB. INITIAL OPERATING EXPERIENCE (IOE)** – The initial accumulated flying performed on an aircraft under the supervision of a qualified instructor as required by the FAA.
- CCC. INTERNATIONAL** – Any point or area outside the contiguous forty-eight (48) states of the United States of America.
- DDD. IRREGULAR OPERATIONS (IROP)** – A variance from normal operations due to mechanical, severe weather, ATC disruptions to air traffic, a SOC interruption or other event that significantly affects the Company operation.
- EEE. JUNIOR MANNED, JUNIOR ASSIGNED** – Flight Attendant who is involuntarily assigned flying on a day off.

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- FFF. JETWAY TRADE** – A trip trade between Flight Attendants that is requested within twenty-four (24) hours of the report time for such trip/flight, as outlined in this Agreement.
- GGG. LAYOVER** – The period of time during which a Flight Attendant is relieved from duty while away from his/her domicile for the purpose of rest.
- HHH. LEG** – Flight time from block out to block in, between an origin and a destination.
- III. LEG VALUE** – The Scheduled Average Times (SATs) between city pairs.
- JJJ. LEGAL CREW REST** – Time between release and report time in compliance with the FAR's and this Agreement.
- KKK. LINE** – means a monthly schedule for bid containing trips and days off.
- LLL. BID LINE** – A period of assignments awarded to a Flight Attendant, with specific trips and days off, including, but not limited to, special assignments and training.
- MMM. BUILD UP LINE** – A monthly schedule that is created by the Company for a Flight Attendant using flying that remains unassigned after monthly bid lines are awarded.
- NNN. REGULAR LINE** – A monthly schedule awarded by the Company that contains scheduled trips, planned activities and days off, with no Reserve Days.
- OOO. LINE HOLDER** - A Flight Attendant who is awarded or assigned any type of line, other than a reserve line.
- PPP. LONGEVITY DATE or LONGEVITY** – The cumulative length of a Flight Attendant's active service as a Flight Attendant, commencing on the date in which the Flight Attendant successfully completes the new hire Initial Training program and accumulating thereafter in accordance with the terms of this Agreement. Longevity determines benefit accruals and eligibility for pay increases.
- QQQ. LOST FLYING** – Scheduled flying that is removed from a Flight Attendant's line by the Company or flying that is cancelled for any reason.
- RRR. MARKETING HOURS** – Flight routes assigned to the Company by another Party with whom the Company has a Service Agreement.
- SSS. MEC** – The Master Executive Council of the AFA-CWA for Endeavor Air Flight Attendants.
- TTT. MONTH** - The first day through the last day of each calendar month, except when Company adjusts bidding periods based on month balancing in accordance with this Agreement.
- UUU. NEW FLYING** - Same as Additional Flying or Different Flying.
- VVV. NON-FLYING ASSIGNMENT** - A temporary assignment within the Inflight Services Department or duties related to Inflight services and/or duties of a Flight Attendant.

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WWW. OJI – On-the-job injury.

XXX. OPEN TIME or OPEN FLYING or UNASSIGNED FLYING - All unassigned flight times after the monthly bid lines are awarded.

YYY. OPEN TIME MANAGER/FLICA – The current electronic, internet based, trip-trading program used by Endeavor Flight Attendants.

ZZZ. OVERNIGHT – The time away from base between duty periods which includes 0000 hours.

AAAA. PAIRING – A period or a series of duty periods beginning at the report time for the first duty period at domicile and ending at the release time after the last duty period ending in domicile. A pairing may include deadhead flights.

BBBB. PAY CREDIT – All time credited for pay purposes as provided in this Agreement.

CCCC. PER DIEM – The hourly expense reimbursement for expenses reasonably anticipated to be incurred by a Flight Attendant for time away from domicile while engaged in flight operations or during an Airport Reserve period.

DDDD. PERMANENT VACANCY – A vacancy for a position that is expected to exist for more than three (3) bid periods.

EEEE. POH – Put on hold.

FFFF. POSITION – A Flight Attendant domicile assignment.

GGGG. PREMIUM PAY – Additional compensation that is paid over and above a Flight Attendant's applicable hourly rate of pay.

HHHH. PROBATIONARY PERIOD – A Flight Attendant's first one hundred eighty (180) days of active service as a Flight Attendant with the Company, which begins on a Flight attendant's seniority date.

IIII. QUALIFICATION – A certification of training and/or skill that allows the Flight Attendant to bid for and hold specified positions on a bid line and/or pairing.

JJJJ. QUALITY ASSURANCE RIDES (QAR'S) – A Planned evaluation of Flight Attendant proficiency and performance of all of his/her flight duties according to standards established by the Director of Inflight and/or Line Standards.

KKKK. READY RESERVE – Same as Airport Reserve.

LLLL. REASSIGNMENT – A change made to a Flight Attendant's originally scheduled line or trip which involved a flight assignment, including deadhead, that is added to the Flight Attendant's originally scheduled trip as a result of the cancellation, removal, or modification of flying contained in the Flight Attendant's originally scheduled trip.

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- MMMM. RELEASE TIME** – The time a Flight Attendant is released from duty and goes into rest.
- NNNN. REPORT TIME** – Same as Check In Time.
- OOOO. RESCHEDULED** – Same as Reassignment.
- PPPP. RESERVE** – A non-flying availability period assigned to a Flight Attendant. Reserve shall be Home Reserve or Airport (Ready) Reserve.
- QQQQ. RESERVE LINE HOLDER** – A Flight Attendant who is awarded or assigned a reserve line.
- RRRR. REST PERIOD** – The contractual or regulatory period of time during which a Flight Attendant is free from all Company duty.
- SSSS. RON (REMAIN OVERNIGHT)** – An overnight at a station other than the Flight Attendant's domicile.
- TTTT. SAFA** – Special Assignment Flight Attendant.
- UUUU. SCHEDULE** - A Flight Attendant's assignments and awards throughout the bid month.
- VVVV. SCHEDULE CREDIT** - All time credited for the purposes of monthly schedule construction as provided in this Agreement.
- WWWV. SCHEDULED AVERAGED TIMES (SATs)** - The leg value between city pairs.
- XXXX. SCHEDULED FLIGHT TIME** - Times specified in the operating schedules established by the Company.
- YYYY. SENIORITY** - The Flight Attendant's length of cumulative service with the Company commencing on the date a Flight Attendant begins the new hire Initial Training Program.
- ZZZZ. SENIORITY DATE** - The date on which a Flight Attendant commences the new hire Initial Training Program.
- AAAAA. SOC** - System Operations Control.
- BBBBB. SPECIAL ASSIGNMENT** - Same as Non-Flying Assignment.
- CCCCC. TEMPORARY VACANCY** - A vacancy for a position that is expected to exist less than three (3) bid periods.
- DDDDD. TRIP**- Same as Pairing.
- EEEE. TIME AVAILABLE** -The period of time in which a Flight Attendant is available for assignment by the Company as a result of a cancellation, removal or any loss of flying.
- FFFF. UNION, AFA or ASSOCIATION** – Association of Flight Attendants – CWA (AFA).
- GGGGG. VACANCY** - A Flight Attendant opening established by the Company which may be filled

Section 2 – Definitions

by transfer and then by award or assignment of a new hire.

HHHHH. VAX DAYS – Pre-assigned off days (up to two) which are counted towards the Flight Attendant's monthly minimum days off requirement. One pre-assigned day can be placed on either side of the Flight Attendant's scheduled vacation.

IIIII. WILL FLY - A Flight Attendant who informs the Company of his/her desire to work on a scheduled day off.

SECTION 3 – INVESTIGATIONS, GRIEVANCES AND SYSTEM BOARD

A. INVESTIGATIONS

1. Flight Attendant Status During Investigation

- a. The Company may hold a Flight Attendant out of service with pay (Put on Hold “POH”) until the Company’s written decision is issued. As long as the Flight Attendant participates with the Company’s investigation, the Flight Attendant will continue to receive pay, remain in active status, continue to have access to the Company website, have the ability to bid a monthly schedule and have full travel benefits during the investigative period. If the investigation involves pass travel fraud, abuse, or a related issue, the Flight Attendant’s pass travel benefits may be suspended. A Flight Attendant will be notified within seventy-two (72) hours of the general reason why they are being placed on hold.
- b. If a Flight Attendant has a verified positive drug test or a confirmed positive alcohol test, the Company may hold a Flight Attendant out of service without pay until the Company’s written decision is issued. Such period without pay shall not exceed thirty (30) days.

2. Due Process

- a. Before the Company takes disciplinary action against a Flight Attendant, the Company will conduct an investigative hearing and allow the Flight Attendant an opportunity to respond to any allegations or Company concerns. At the time the Company advises the Flight Attendant of its desire to discuss a potential disciplinary matter; it will inform the Flight Attendant as to the general nature of the event that gave rise to the reason for the investigation.
- b. Once the determination has been made that a Flight Attendant may be subject to questioning with regard to an event that could lead to discipline, the Flight Attendant will be afforded the opportunity to be represented by a Union representative during the Company’s investigation.
- c. For all alleged offenses, the Company will initiate its investigation within a reasonable time frame from the date of the alleged offense.
- d. Nothing herein prevents the Company from placing a Flight Attendant on hold with pay pending an investigation. Nothing in this Section is intended to prevent the Company from engaging in non-disciplinary inquiries and communications with Flight Attendants in the normal course of business.

3. Investigative Meetings

- a. Notice of Investigative Hearing

Section 3 – Investigations, Grievances, and System Board

- (1) The Company shall provide notice of the investigative hearing, in writing, and include the subject matter to be discussed and the possibility of discipline. The notice will be provided to the Flight Attendant and the MEC President or his /her designee. The hearing will not occur prior to forty-eight (48) hours after the notification unless the parties agree to meet sooner.
 - (2) A Flight Attendant will not be required to attend any additional inquiries or meetings that relate to the same potential disciplinary event without forty-eight (48) hours' notice of such inquiry or meetings.
 - (3) The investigative hearing may be held with less than forty-eight (48) hours' notice in cases involving safety-related issues and/or a verified positive drug or confirmed positive alcohol test, or where the Company needs to reasonably act sooner. In a situation where less than forty-eight (48) hours' notice is given, the Company will provide sufficient notice to the Union and the Flight Attendant so that representation can be afforded.
 - (4) The Company shall not be required to re-schedule an investigative hearing more than one (1) time. A Flight Attendant who fails to attend both the originally scheduled investigative hearing and a scheduled second hearing, will be deemed to have waived his/her rights under this Section to such a hearing, but shall not be deemed to waive any right to file a disciplinary grievance. The Company may, in its sole discretion, waive the application of this paragraph based on showing of exigent or emergency circumstances by the Flight Attendant.
- b. Purpose and Procedure
- (1) The purpose of the investigative hearing is to advise the Flight Attendant of the conduct that may lead to discipline and to provide the Flight Attendant with the opportunity to present relevant facts and mitigating circumstances.
 - (2) The number of persons allowed to attend the investigative hearing shall be limited to necessary Company and Union representatives.
 - (3) All discussions that take place during the investigative hearing shall remain confidential. Neither the Company nor the Union shall release any information regarding the investigative hearing except to those persons having a need to know in order to render a decision or to any other persons as required by law or this Agreement.
 - (4) Reports, material or documents related to discipline that are more than twenty-four (24) months old, may not be used to assess or support progressive discipline, or to make performance evaluations.
 - (5) If a Flight Attendant is required to travel to or from an investigative hearing location, the Company shall schedule deadhead transportation between his/her domicile and the investigative hearing location.
 - (6) A Flight Attendant required to deadhead for an investigative hearing on a day off will be considered on duty for the purpose of calculating rest requirements

Section 3 – Investigations, Grievances, and System Board

and will receive deadhead pay and per diem. If the investigative hearing results in no discipline, the Flight Attendant will receive two (2) hours flight pay above the adjusted guarantee. If the investigative hearing results in discipline, the Flight Attendant will receive only deadhead pay and per diem.

c. Investigative Hearing Waiver – Flight Attendant Option

A Flight Attendant who has received written notification of an investigative meeting in accordance with Section 3.A.3. above, may notify the Company of his/her desire to waive his/her right to said investigative meeting. A Flight Attendant who has waived his/her right to an investigative meeting under this paragraph retains the right to challenge any discipline that may result from the subject matter set forth in the investigative hearing notice through the grievance process outlined herein.

d. Investigative Hearing Waiver – Initial Progressive Discipline Step for Attendance Reliability or Dependability.

- (1) In the event the disciplinary action is a Written Warning – Level One for sick calls under attendance reliability the Company may issue such discipline without the need for an investigative meeting under Section 3.A.2.a. The Written Warning – Level One will be in writing and shall be delivered to the affected Flight Attendant either in person or via FedEx or UPS, signature required, and a copy shall be placed in the Flight Attendant's "V file."
- (2) A Flight Attendant who wishes to question the Company's factual assertions, or otherwise desires to present evidence in response to the Written Warning – Level One, may request that an investigative meeting be held, and the Company shall thereafter conduct such an investigative meeting in accordance with this Section.
- (3) A Flight Attendant request for a Section 3.A.2.a. investigative meeting relating to a Written Warning – Level One for sick calls, must be made within fourteen (14) days from the date of issuance. The disciplinary document must clearly inform the Flight Attendant that he/she may request an investigative meeting within fourteen (14) days, and that he/she may be represented by a Union representative during the meeting.
- (4) Nothing in this paragraph is intended to prevent a Flight Attendant from filing a grievance challenging whether there was just cause for the Written Warning – Level One. A grievance may be filed pursuant to Section 3.C.2. However, absent a request for an investigative meeting, the Company will not be deemed to have violated Section 3 A.2.a. by not affirmatively holding an investigative meeting prior to issuing a Written Warning – Level One. In addition, a Flight Attendant's decision to file of a grievance without requesting an investigative meeting may not form any basis for the denial of the grievance.
- (5) Should a Flight Attendant timely schedule an investigative meeting under this Section, the time for filing a grievance under Section 3.C.2. will be tolled. Once the Flight Attendant has received a written response, whether in paper

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or electronic form, to his/her questions or evidence presented during the investigative meeting, the fourteen (14) day limitations period for filing a grievance under Section 3.C.2. will commence. A copy of the written response will be sent to the Union pursuant to Section 3.A.3.e.(5).

- (6) The parties agree that the aforementioned exception to Section 3 A.2.a. shall apply only in the case of a Written Warning – Level One for sick calls. In any other disciplinary matter, or level, a Section 3. A.2.a. investigative meeting must be held unless otherwise agreed to by the Flight Attendant or Association.

e. Decision Rendered Following an Investigation

- (1) The Company will conclude its investigation as soon as possible following the investigative hearing.
- (2) When a Flight Attendant has been removed from flight status, the Company will notify the Flight Attendant of its decision within ten (10) days following the conclusion of its investigation. The Company will be excused from this time limit in situations where Federal, State or local laws compel it to initiate its decision after the period described herein.
- (3) In the event the Company finds just cause to discipline a Flight Attendant, the decision shall state the specific grounds for such discipline. Any discipline imposed after the investigative hearing shall take effect on the date of the Company's written decision, or on the effective date stated therein. If the Flight Attendant has already been removed from flight status, the amount of unpaid time removed will be credited toward any suspension to be served.
- (4) Written notification of discipline shall be delivered to a Flight Attendant in person, by Certified Mail, Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities.
- (5) A copy of the written notification of discipline shall be sent to the MEC President or his/her designee.
- (6) The Company shall not place any negative report or derogatory material in a Flight Attendant file(s) without providing the Flight Attendant with an opportunity to inspect, review and initial the report or material. The Flight Attendant will be allowed to place his/her statement regarding the incident in his/her file, and such statement will be attached to the Company's report or material.

B. CONTRACT GRIEVANCES

1. A contract grievance under this Subsection is defined as any dispute between the Company and a Flight Attendant or group of Flight Attendants growing out of the interpretation or application of this Agreement, or any agreements supplemental thereto. Grievances shall not include proposed changes in hours of employment, rates of compensation or working conditions. Any Flight Attendant, group of Flight

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Attendants, or the Association may file a grievance. Grievances must be filed in writing and shall contain a reference to the provision(s) of the Agreement alleged to have been violated and a short, concise statement of the facts involved.

2. Prior to filing a grievance, the Flight Attendant(s) shall discuss the matter with the Director of Inflight, or her/his designee, in an effort to resolve the dispute; provided, however, that failure to have such a discussion shall not affect the validity of the grievance.
3. Contract grievances must be filed with the Director of Inflight or her/his designee, within sixty (60) calendar days of the time the affected Flight Attendant(s) became aware or reasonably should have become aware of the circumstances from which the dispute arises. It is not intended that this limitation precludes requests for correction of bookkeeping or clerical errors. Any contract grievance filed by the Association regarding a dispute under Section 1 of this Agreement may be filed directly with the System Board of Adjustment.

C. DISCIPLINE AND DISCHARGE GRIEVANCES

1. A discipline or discharge grievance under this Subsection is defined as any dispute between the Company and a Flight Attendant regarding that Flight Attendant's discharge from employment with the Company or discipline issued to that Flight Attendant. Discipline under this Subsection is defined as any derogatory report or action by the Company, which may result in a loss of pay, discharge from employment, and/or form the basis for further discipline. A Flight Attendant will not be disciplined or discharged without just cause.
2. Discipline or Discharge grievances must be filed with the Director of Inflight, or her/his designee, within fourteen (14) calendar days of the Flight Attendant's receipt of notice of discipline or discharge from the Company. The affected Flight Attendant or the Association may file a grievance.

D. GRIEVANCE PROCESSING

All grievances shall be handled in accordance with the following procedure:

1. The Director of Inflight, or her/his designee, will conduct an initial grievance hearing at least once every two months on a mutually agreed upon date, unless the parties agree on a different frequency for such hearings. Hearings for contract grievances may be scheduled separately from hearings for discipline and discharge grievances. All grievances filed since the prior hearing date will be heard, unless the parties mutually agree to hear a grievance sooner or later than the next monthly hearing.
2. The Company shall provide a Flight Attendant with a discipline or discharge grievances at least seven (7) calendar days' notice of the initial grievance hearing.

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3. Within fourteen (14) calendar days following the completion of the initial grievance hearing, the Director of Inflight, or his/her designee, will issue a decision in writing. The written decision will be issued to the MEC President and another Association official so designated by the MEC President. In discipline and discharge grievances a written decision will also be issued to the affected Flight Attendant.
4. If the written decision from the Director of Inflight is not satisfactory, the Association may appeal the grievance to the System Board of Adjustment. Such appeal shall be in the form of a written submission, and shall be mailed no later than sixty (60) calendar days following receipt of the written decision.

E. GENERAL

1. The following written notifications required under this Section may be delivered via electronic mail, with delivery confirmation: Grievances, Notices of Initial Grievance Hearing, Director of Inflight's Written Decisions, and System Board Submissions. All written decisions or the Director of Inflight involving discharge grievances shall also be delivered to the affected Flight Attendant ("grievant") via FedEx or USP, signature required. Any other notifications under this Section not delivered or permitted delivered via electronic mail shall be delivered via FedEx or UPS, signature required.
2. All time limits under this Section may be extended by mutual agreement, in writing.
3. If any decision made by the Company under provisions of this Section is not appealed by the Union within the time limit prescribed for such appeal, the decision of the Company shall become final and binding. If the Company fails to hold a hearing or render a decision within the time limit prescribed, the grievance shall be considered denied and the Union may file an appeal to the next step.

F. SYSTEM BOARD OF ADJUSTMENT

1. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement, including any amendments or additions to it, and which are properly submitted to the Board. This Board shall be known as the Endeavor Air Flight Attendant System Board of Adjustment ("the Board").
2. The Board will consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Association, and one (1) neutral member. The neutral member will be designated as the Chairperson, and will preside at the hearings of the Board.
3. The Board shall have jurisdiction over disputes which arise out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties. The Board shall consider any dispute properly submitted to it by the

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Association or the Company which has not been previously settled in accordance with the provisions of the grievance procedure.

4. Upon filing of a Submission with the Board, the Company and the Association will, upon request by the Association, meet within seven (7) days, and agree upon the selection of a neutral member.
 - a. The parties shall agree to a panel of no less than seven (7) arbitrators who may serve as a neutral member of the Board. The parties shall meet by or before September 1 to agree upon the composition of the panel of arbitrators for the following calendar year. Upon request of either party the panel of arbitrators may be reviewed by September 1 for the following calendar year, and substitutions and additions may be made by mutual agreement.
 - b. If selection of a neutral cannot be made by agreement, then the parties will alternately strike names from the list until one (1) remains and that individual shall serve as Chairperson. The arbitrator will be selected within fourteen (14) days of the request of the Association to select a neutral member. After being selected as Chairperson, the arbitrator's name shall be considered removed from the list until such time as there remain less than five (5) available names on the list, at which time the arbitrator's name shall be restored to the list for selection purposes.
5. For any contract grievance alleging a violation of Section 1 of the Agreement, or for any grievance mutually deemed of sufficient urgency by the parties, the grievance shall be brought before the Board for a hearing in an expedited manner. In such case the hearing date will occur within sixty (60) days of the grievance's submission to the Board. The parties shall meet within two (2) days after submission of the grievance to select the neutral member from the panel of arbitrators, and shall employ a process of striking names, unless another process is mutually agreed to. If the neutral does not have time available within sixty (60) days of his/her selection, a second neutral shall be selected within two (2) business days and the hearing shall be set within sixty (60) days of her/his selection. If the second neutral selected does not have a hearing date available with sixty (60) days, the parties shall repeat the selection process until an arbitrator is selected who may hear the grievance within sixty (60) days of his/her selection. The parties may mutually agree to an alternative selection process for a neutral member for expedited grievances.
6. The Board will meet in the city where the general office of the Company is maintained unless a different location is agreed upon by the parties.
7. Expenses and compensation of the neutral member will be borne equally by the parties.
8. Each party shall have the right to present evidence at hearings of the Board. Such hearings shall be stenographically recorded, which cost shall be borne equally by the parties. Each party will assume the compensation and expenses of its

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representatives, witnesses and grievants, with the exception that representatives, witnesses and grievants who are Company employees shall receive positive space transportation over Company lines.

9. The parties will work to ensure that representatives, witnesses and grievant(s) are removed from duty assignments that conflict with Board hearings.
10. A majority vote of the Board shall be competent to render a decision. The Board will endeavor to render its decision in writing within ninety (90) days of the close of the record or submission of written briefs, whichever occurs later. Decisions of the Board shall be final and binding upon the parties.

G. MEDIATION

The parties recognize that mediation of grievances may provide a fruitful alternative to dispute resolution via the System Board of Adjustment. As such, the parties agree to the following mediation procedures:

1. Discipline and discharge grievances shall be mediated prior to scheduling the grievance for hearing before the System Board of Adjustment, with the exception that discipline or discharge grievances that have been on file over one hundred eight (180) days may proceed to a System Board hearing without mediation. The submission of contract grievances to mediation shall be by mutual agreement.
2. The parties will conduct mediation conferences not less than quarterly, unless otherwise agreed to by the parties.
3. A mediator or mediators shall be selected by a process agreed to by the parties. Each party shall bear equally the compensation and expenses of the mediator.
4. Grievance mediation shall be informal. A party may request that the mediator render an opinion regarding a particular grievance; however, any such opinion shall be non-binding on the parties.
5. Any information provided during the mediation conference shall be inadmissible in any subsequent proceeding, with the exception of any written settlement. A mediator hearing a grievance at the mediation conference is barred from serving as a member of the System Board of Adjustment at a hearing of the same grievance.

SECTION 4 – UNION ACTIVITIES and GENERAL

A. PERSONNEL FILES

A personnel file shall be maintained for each Flight Attendant. The personnel file will contain all documents affecting a Flight Attendant's employment relationship with the Company, except training records. Any document which the Company deems derogatory and would consider for progressive discipline must be reviewed and a copy given to the affected Flight Attendant. Upon reasonable request, a Flight Attendant may inspect his/her personnel file and training record. A Flight Attendant may request one (1) copy of each document in his/her personnel file.

B. DAMAGE TO EQUIPMENT

A Flight Attendant shall not be required to pay for damage or loss of Company property on or off any aircraft while performing his/her regular duties, unless caused by the negligence or intentional misconduct of the Flight Attendant.

C. COPIES OF THIS AGREEMENT

The Company shall provide each Flight Attendant with a method to access this Agreement electronically within thirty (30) days after signing. The Company will print a reasonable number of hard copies of this Agreement shall be maintained and available at each base for the use of Flight Attendants in the event electronic access to the agreement is temporarily unavailable. A reasonable number of hard copies will also be provided to the AFA-CWA Master Executive Council. A Flight Attendant requesting a printed copy of the Agreement shall be provided a single copy in that format.

D. CREW LOUNGES

The Company shall provide at its option either a Flight Attendant only or a joint pilot/Flight Attendant lounge at each domicile. All domicile crew lounges must be equipped with clean, comfortable, living room type furniture, working computers for use of Company business, cable and/or satellite television if available for a reasonable cost, and free WIFI Internet service, if available for a reasonable cost. Flight Attendants will have access to a refrigerator and microwave in each domicile.

E. MAILBOXES

The Company will provide a V-file for each Flight Attendant in the assigned domicile Crew Room. The Union will be permitted by the Company to utilize the individual Flight Attendant V-files to distribute Union Communications, with Management approval, not to be unreasonably withheld. Such Communications shall be free of derogatory or inflammatory material with respect to the Company and its employees or the Union and its members. In the event the Company implements an electronic means to provide Flight Attendants the information

previously distributed through V-Files, it will meet with the Union to address any concerns regarding such implementation.

F. IDENTIFICATION CARDS

The Company will furnish an initial Company I.D. card, and replace a worn or damaged Company I.D. card, at no cost to the Flight Attendant. Cost of a replacement card will not exceed twenty dollars (\$20.00), if loss is due to negligence on the part of the Flight Attendant.

G. TOLL-FREE ACCESS

The Company shall maintain toll-free telephone access to scheduling, training and Inflight departments at all domiciles.

H. UNION INFORMATION

1. The Company recognizes the Union Scheduling; Air, Health, Safety and Security; Grievance; Training, Policies and Procedures; Employee Assistance Program (EAP) and Professional Standards; Uniform; and Hotel Committees, and will periodically meet with and consider recommendations of such Committees concerning matters affecting Flight Attendants.
2. The Company agrees to provide adequate space in a visible location in each crew lounge for the placement of a glass enclosed, secured Union bulletin board. Such board shall be used for the purpose of posting notices signed by authorized AFA officials related to Union meetings and other business. No notice posted on such board shall contain derogatory or inflammatory material.
3. The Company agrees to provide a lockable filing cabinet and office space for the purpose of conducting union business including the storage of union supplies at each domicile. The Company will not be required to provide dedicated office space where such space is not reasonably available or economically feasible. If such dedicated space is not reasonably available or economically feasible the Union will be provided access to other locations on Company property (e.g., conference rooms) to conduct Union business as requested. Such requests will be given with as much advance notice as possible and shall not be unreasonably denied.
4. The Company agrees to provide the Union with an opportunity to address new hire Flight Attendant classes provided that it does not interfere with the Company's contractually allotted time to conduct FAA mandatory training.
5. Union representatives, who are employees of the Company will be provided free positive space transportation over the lines of the Company and/or its affiliates for the purpose of conducting Union business with the Company where allowed under the Company's

applicable pass travel policies. Requests for positive space travel for Union business will be made to the Company from the President of the Master Executive Council or his/her designee. Upon request from the President of the Master Executive Council, the Company may grant free positive space transportation for Union Business that does not involve meeting with the Company. The Company will not unreasonably deny such a request with due consideration to the location and frequency of the requests and seat availability.

6. The Company will provide the MEC President with a list of current Flight Attendant addresses and phone numbers, when requested, and a list of all Flight Attendant separations from the Company.

J. TRAVEL PRIVILEGES

1. Flight Attendants will be granted flight privileges in accordance with the Company pass travel policy. Flight Attendants will be granted no less favorable interline and on-line privileges than those of any other Endeavor Air, Inc. non-management employee.
2. Should the Company begin operation of flights on which the Company controls the inventory of seats, Flight Attendants will be entitled to pass travel on such flights on the same terms and conditions, including with respect to service fees and eligibility of family members that apply to other Company employees.
3. Endeavor Flight Attendants eligible for pass travel under the CBA may participate in any cabin reciprocal agreements offered by Delta Connection or other airlines to Endeavor. The Company will make prompt and reasonable efforts to secure cabin reciprocal agreements with other Delta Connection Carriers and other airlines.
4. Flight Attendants will have access to available cabin jumpseats on Company aircraft that have an extra Flight Attendant jumpseat over other non-revenue pass travel employees. Flight Attendants will have access to the extra Flight Attendant jumpseat on a first come first served basis upon check in. The Company is in the process of programming changes required to utilize the cabin jumpseats on Company aircraft and will use reasonable efforts to accomplish this programming promptly.

K. LIQUOR AND SNACK DEPOSITS

The Company will ensure that an adequate safe is provided in each domicile to deposit in flight sales to the extent in flight receipt of cash for customer purchases is in place.

L. GROOMING

1. Flight Attendants are responsible for maintaining the general cleanliness of the aircraft cabin throughout the day (i.e. tidying of aircraft, straightening of seat belts at out stations, galley appearance, and general interior condition). A Flight Attendant shall also be responsible for tidying of seat pockets only to the extent of removing such items as newspapers, food wrappers and other catering items, etc. which are visible and accessible without reaching into the pocket to determine what is inside.
2. A Flight Attendant will not be required to perform work normally assigned to a cleaner, provisioner, caterer, ramp or operations agent, unless exceptional circumstances exist (i.e. quick turn).

M. LIABILITY INSURANCE

The Company will maintain an adequate level of insurance against claims for property damage and personal injury liability for Flight Attendants acting within the scope of their duties with the Company.

N. MANAGEMENT RESPONSIBILITY

Any changes to In-Flight work rules, or policies and procedures which could lead to discipline of a Flight Attendant will be communicated to the MEC President and Flight Attendants with as much notice as possible but no less than 48 hours prior to implementation.

O. UNION LEAVE AND FLIGHT PAY LOSS

1. The Company shall grant a Union Leave of Absence without pay to a Flight Attendant who is elected or appointed to a position with the International Office of the Union. A Flight Attendant on such Union Leave shall be paid directly by the Union and shall not be covered by the flight pay loss provisions below. The Flight Attendant will retain seniority and longevity and such employee shall be eligible for non-revenue and/or reduced rate transportation privileges if allowable under applicable pass travel policy. Participation in insurance and 401k programs shall be available to the Flight Attendant and at no cost to the Company. It will be the Flight Attendant's responsibility to reimburse the Company for the cost of benefits if applicable. When the Flight Attendant returns to the line, he/she may exercise his/her seniority to secure a position. A Flight Attendant who fails to return from an authorized leave within thirty days of its expiration will be removed from the Seniority List.
2. When a Flight Attendant drops a day(s), trip(s) or is scheduled for a preplanned absence because of Association business in accordance with the terms of the collective bargaining agreement between the parties (the "Agreement"), she/he will receive full pay and credit for the dropped trip(s), day(s) or for each day(s) of preplanned absence. She/he will also accrue seniority, longevity, and all benefits, including sick and vacation accruals, as if she/he had performed the duty from which she/he was released for

Association business. Requests for time off for Association business may be denied due to operational necessity. If such leave is denied, the Company shall provide notice to the Association of the reason(s) for the denial.

3. The Company shall invoice the Association for trips dropped or for each day(s) of preplanned absence and trip/day drop(s) for Association business, excluding the trip drops or day(s) paid as Company paid joint meetings as outlined in the Agreement.
4. The Company shall make every effort to invoice the Association on a monthly basis. However, The Company's failure to bill the Association on a monthly basis shall not relieve the Association of its obligation to timely reimburse the Company pursuant to paragraph 6 below, once the Association receives a bill from the Company. If the Company fails to bill the Association within 30 days of month's end, the Association may issue a written request to the Company for an invoice for that month.
5. In addition to the reimbursement for Flight Pay Loss, the Association will reimburse the Company an additional 25% of such pay to cover the cost of fringe benefits provided by the Company.
6. All billings to the Association will be directed to the Association's Accounting Department, 501 Third Street, NW, Washington, DC 20001.
7. The Association will remit payment to the Company within forty-five (45) days of receiving the invoice.
8. If a Flight Attendant knows in advance that he/she will need off for Association business, the Flight Attendant will submit such request to the Company designated representative during the bid window so that the time off can be designated as a planned absence.
9. For the purpose of this Section O, a preplanned absence day for a Line Holder requesting union leave will have a value of four (4.0) hours for pay and credit purposes. A reserve day will have a value of 3.75 hours for pay and credit purposes. Dropped trips pursuant to this Section O shall have a value of the scheduled trip that was dropped.

P. GENERAL

The Company shall be excused from compliance with any firm date and time obligations in this Agreement in the event a circumstance over which the Company does not have control is the cause of such noncompliance. The term "circumstance over which the Company does not have control" includes, but is not limited to, an act of nature; labor dispute; grounding of a substantial number of the Company's aircraft by a government agency; reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company's operations; revocation of the Company's operating

Section 4 – Union Activities and General

certificate(s); war emergencies; owner's delay in the delivery of aircraft scheduled for delivery; manufacturer's delay in the delivery of new aircraft scheduled for delivery.

SECTION 5 – SCHEDULING

A. STAFFING

It is the Company's responsibility to determine adequate staffing levels taking into account all known flying, vacations, leaves of absence, scheduled training, Company related business, and all planned absences.

B. SCHEDULING COMMITTEE

1. The Union will maintain a Flight Attendant Scheduling Committee. The Company shall provide the MEC President and Scheduling Committee Chair, or his/her designee, with electronic, real-time, remote access to all scheduling-related transactions governed by this Agreement. Such transactions include a record of all trips in Open Time by day, assignment of all open flying, Reserves on call by day and sorted by current block hours, final month-end report of all individual Reserve hours, requested and approved trades and drops, and related audit trails. Subject to any restraints established by the Company's vendor, scheduling-related transactions shall be preserved electronically for not less than 180 days, and shall be electronically, remotely accessible to the MEC President and Scheduling Chair.
2. The Flight Attendant Scheduling Committee may make recommendations to the Manager, Crew Resources or his/her designee. The Manager, Crew Resources or his/her designee will respond in a timely manner.
3. Each month, the Company shall release the Scheduling Committee Chair, or his/her designee, for the purposes listed below:
 - a. To meet with the Company's planning department to review the Marketing schedule and pairing construction progress. The Company shall consider the recommendation of the AFA MEC Scheduling Committee Chair and/or his/her designee(s), but shall retain discretion to implement its schedule and pairing solution.
 - b. To attend the pairing solution meeting.
4. In order to minimize the impact of Open Time flying, the Union will provide the Company's planning department prior to the close of the bid period, if possible, with the name of the Scheduling Committee member who will participate in the meetings as outlined in this subsection.
5. The Scheduling Committee chair, or his/her designee, will be compensated by the Company a minimum of four (4) hours or lost flying time, whichever is greater, to attend such meetings as outlined above.
6. The Company shall meet with the Scheduling Committee Chair upon reasonable request.
7. The Company will provide appropriate (read-only) access to all reports generated by the Company's crew scheduling/planning system to the Chairman, or his/her designee.

Section 5 – Scheduling

8. All parameters used in the monthly bidding process will be made available to the Union Scheduling Committee Chair. Parameters will be reviewed on a monthly basis and the Company will take into consideration any changes recommended by the Union with regard to the current bidding parameters used for assigning Flight Attendant bid lines.

C. PREFERENTIAL BIDDING SYSTEM (PBS)

1. PBS is the computer program used for the construction of Flight Attendant monthly schedules. Build-Up lines may be created through methods that do not involve PBS.
2. Access to the PBS system shall be through the Company website.
3. The Company will use AdOpt or another product selected after consultation with the Union. The product will comply with all provisions of this Agreement.
4. PBS Training for Flight Attendants
 - a. The PBS Manual and any updates to the manual will be maintained on the Company website, in printable format.
 - b. During Initial Training, the Company will give new hire Flight Attendants PBS introduction training, of at least one (1) hour in duration. The course material will be mutually agreed to by the Company and the Scheduling Committee.
 - c. During the open period for the monthly bid, the Company will provide PBS crew room support in each base. Such support will be provided by SAFAs who have received specific training in PBS. The AFA Scheduling Committee Chair or his/her designee may attend the training provided to the SAFAs. The Company and AFA will meet once per calendar year or upon any substantial change(s) to the curriculum, and the Company will consider input from the AFA Scheduling Committee in developing the curriculum for PBS training.

D. LINE CONSTRUCTION

1. The Company will construct as many Regular lines as practicable, taking into consideration the recommendations of the Union Scheduling Committee Chair and giving consideration to operational issues and overall cost.
2. Bid Year

For scheduling, bidding and pay purposes, a Bid Year shall consist of twelve (12) Bid Months, each containing no less than twenty-eight (28) days and no more than thirty-two (32) days. Each Bid Year shall begin on or after December 31 and end on or prior to January 1.

No later than November 1 each year, the Company will publish the projected start and end dates of all Bid Months for the following Bid Year. The Company may alter the end date of a Bid Month but must post the new end date for that altered Bid Month via memorandum and on the Inflight Services website no later than seven (7) days prior to

Section 5 – Scheduling

the opening of bidding for that Month. The Company shall also publish the new end date for that altered Bid Month in the monthly bid package for that altered Bid Month.

3. Minimum Days Off

- a. A Full-Time Line Holding Flight Attendant shall have the following minimum days off in domicile: 12 days off in a 32-day bid month; 11 days off in a 31- or 30-day bid month; and 10 days off in a 29- or 28-day bid month.
- b. A Full-Time Reserve Flight Attendant shall have the following minimum days off in domicile: 12 days off in a 32-day bid month; 11 days off in a 31- or 30-day bid month; and 10 days off in a 29- or 28-day bid month.
- c. A Full-Time Flight Attendant shall have a minimum of one-hundred thirty-two (132) days off in any Bid Year.
- d. A Flight Attendant may voluntarily waive minimum days off by adding duty time or reserve days to his/her line.
- e. A Full Time Flight Attendant who is not available for the entire bid month shall have his/her minimum days off prorated in accordance with the following proration chart:

DAYS OFF PRORATION CHART [See Appendix A this Section 5]

4. Line Construction

- a. All Reserve Lines must contain a minimum of two (2) consecutive reserve days in each reserve sequence coming out of the PBS award (See Section 5.F.11.).
- b. Part-time Regular lines will contain six (6) scheduled working days per bid month.
- c. Part-time Reserve lines will contain six (6) scheduled reserve days per bid month.
- d. Lines shall be scheduled to contain one (1) calendar day off in domicile, in any seven (7) consecutive calendar days. A Flight Attendant can waive his/her calendar day off as long as he/she has a twenty-four (24) hour break during a seven (7) day period to meet FAR 121.467.
- e. At no time will a Flight Attendant, who is awarded a Regular line or a CDO line, be assigned Reserve days in his/her monthly bid award.
- f. Lines of time will reflect any known, reduced, or changed holiday schedules. Should holiday schedules be modified after the posting of bids, the affected domiciles will be notified in writing within twenty-four (24) hours.
- g. A Flight Attendant who is awarded or assigned a line at a temporary domicile will be assigned minimum days off at his/her temporary domicile.

Section 5 – Scheduling

- h. In PBS line construction, a line will not be constructed to schedule a Flight Attendant to be on duty for more than thirteen (13) hours in any duty period.

EXCEPTION: In any Bid Month in which Flight Attendants and Pilots are co-paired, up to one percent (1%) of Duty Periods may be scheduled up to fourteen (14) hours.

- i. A CDO (High Speed) will terminate at the release time after the first scheduled arrival at domicile on the second day of the trip.
- j. A Flight Attendant must receive a minimum ten (10) hours rest in domicile between CDO duty periods.
- k. Except in the case of a CDO where the break is not a legal rest (i.e. release to report), the Company will schedule a line that a Flight Attendant receives at least ten (10) hours rest, release to report, when away from domicile overnight, and at least eleven (11) hours rest, release to report, in domicile. The Company and AFA Scheduling Committee can agree during line construction to reduce the rest requirements above.
- l. A trip will not exceed five (5) consecutive days or four (4) consecutive nights away from domicile. A Flight Attendant can voluntarily agree to extend this period to six (6) consecutive days or five (5) consecutive nights away from domicile.
- m. With the exception of CDO's and Reserves, no two (2) duty periods will occur in the same calendar day, unless first agreed to by the Flight Attendant.

5. Build Up Lines

- a. Build-up lines will be created by the Company using trips from Open Time. Build-up lines will be constructed as follows:
 - (1) A build-up line will contain trips which originate and end in a Flight Attendant's domicile, unless otherwise agreed to by the Flight Attendant, and in the absence of available trips, reserve days.
 - (2) To the extent possible, a build-up line will contain trips that honor the Flight Attendant's preferences as submitted via email to crew scheduling.
 - (3) A build-up line may be Full-time or Part-time.
 - (4) Once awarded, trips assigned as part of a build-up line construction will be treated as a regular line.
 - (5) A Flight Attendant who requires a build-up line who normally holds a regular or CDO line will be assigned a build-up line containing trips, to the extent possible, prior to being assigned reserve days. A Flight Attendant who normally holds a reserve line will be assigned a build-up line containing reserve days, to the extent possible, prior to being assigned trips. New hire Flight Attendants not previously awarded a line will be assigned a build-up line containing only reserve days.

Section 5 – Scheduling

- (6) The monthly minimum days off entitlement will be pro-rated based on the actual amount of days available in the month when constructing a build-up line.

E. CREDIT TIME MINIMUM & MAXIMUM

1. The Company shall not schedule a Flight Attendant in his/her monthly bid award more than ninety (90) hours of Credit Time per month. However, a Flight Attendant may preference "Maximum Line Range." This preference will increase the Flight Attendant's maximum Credit Time to one-hundred (100) hours. A Flight Attendant may voluntarily exceed ninety (90) hours of Credit Time, or the optional maximum Credit Time of one-hundred (100) hours in a month by picking up time from another Flight Attendant and/or from Open Time.

The monthly Credit Time maximum does not include operational changes made during the month to a Flight Attendant's schedule such as a reassignment, an extension or Junior Manning Assignment.

2. The Company may designate up to four (4) months per year that are anticipated to have higher scheduled line averages. During these months the Company shall not schedule a Flight Attendant in his/her monthly bid award more than ninety-five (95) hours of Credit Time per month. In addition, at his/her option, a Flight Attendant may voluntarily exceed ninety-five (95) hours of Credit Time, or the one-hundred and five (105) hours maximum Credit Time, in a month by picking up time from another Flight Attendant and/or from Open Time. The monthly maximum does not include operational changes made during the month to a Flight Attendant's schedule such as a reassignment, an extension or Junior Manning Assignment.
3. When a month is designated to have higher scheduled line averages as outlined above, the MEC President shall be notified as soon as possible, but no less than thirty (30) days prior to the monthly bid period.
4. Unless otherwise agreed to in writing, the Union and the Company will meet at a minimum twice per year to review and discuss the forecasted flying.

F. BIDDING PROCEDURES

1. The Company will make a bid package for the following month available to Flight Attendants at each domicile, and on-line, no later than 1200 (Central Time) on the tenth (10) day of the current month.
2. The bid package will contain the following information: flight hours available per domicile, types and number of pairings available per domicile, all scheduled trips with pairing numbers, anticipated number of CDO lines, anticipated number of reserve lines, recurrent training assignments, awarded vacation weeks, available vacation weeks, current hotel list, current station list, Flight Attendant list of eligible bidders and non-bidders, and any additional information pertinent to bidding for that particular month.

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3. Bidding will open at 1200 (Central Time) on the tenth (10) of each bid month and close at 1200 (Central Time) on the 14th of the bid month. The Company retains the discretion to increase or decrease the length of the bidding periods for improved staffing throughout the year, but will maintain twelve (12) periods during the Bid Year.
4. Lines will be awarded on a domicile basis, in seniority order, to Flight Attendants who are both permanently and temporarily based and eligible to bid. Awards will be posted, on CrewTrac, and on-line via the employee website, no later than forty-eight (48) hours after the bid period closes.
5. If line awards are delayed due to a technical error outside the Company's control, the Company shall notify the MEC President and Scheduling Chair immediately. The mis-award timeframe will be adjusted to reflect the delay in line publication.
 - a. Trip trades will open at 1700 Central Time on the date line awards are published, provided all lines have been published prior to that time.
6. A Flight Attendant failing to submit a monthly bid will be assigned a line in accordance with his/her standing bid on file.
7. In the event of unanticipated alterations in marketing schedules prior to bid awards any changes to lines will be made to affect as few Flight Attendants as possible and to minimize adjustments to the number of days off and total flight time on the affected lines.
8. A Flight Attendant must file a bid award dispute related to his/her bid award via email to FA Prefbid (faprefbid@endeavorair.com) within seventy-two (72) hours after the bid award posting. FA Prefbid will work with the Flight Attendant, in a fair and equitable manner, to resolve any valid dispute within seventy two (72) hours after the close of the bid award dispute period.
9. A Flight Attendant must be in active service during the bid period in order to be eligible to bid a line for the following month. A Flight Attendant who is not in active service during the bid period, but is anticipated to be in active service for a minimum of ten (10) days the following month, will be allowed to bid provided they submit satisfactory proof of his/her active status within two (2) business days prior to the close of the bid period. A list of eligible bidders will be published in the bid package.
10. A Flight Attendant who goes into inactive service after having been awarded a line will have his/her trips which conflict with the inactive service period dropped into Open Time and have his/her guarantee adjusted accordingly.
11. A Flight Attendant will be allowed to bid for a line and/or trips in any combination of trips and days off, provided the Flight Attendant is legal by FAR's. Except as set forth below, bidding parameters chosen by the Company will not prevent a Flight Attendant from bidding a schedule with any number of consecutive days off in a row, including one (1) calendar day, in between trips, or any number of days worked in a row, including one (1) a single duty day, if the Flight Attendant chooses to bid such a line.

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- a. A Reserve Flight Attendant must be awarded a minimum of two (2) consecutive reserve days in each reserve sequence coming out of the PBS award.
- b. No drop to, or trade between, Reserve Flight Attendants will be granted if doing so would result in a single reserve day or any reduced reserve availability, regardless of the number of days traded.

Example 1:

Flight Attendant A has a reserve stretch of five days and wants to trade the first three reserve days to Flight Attendant B. Flight Attendant B is taking the reserve days but not attaching them to a stretch of reserve days. This trade would not be allowed as it causes a reduction in reserve overnight availability. Flight Attendant A had five days of reserve with four available overnights. The trade would result in five days of reserve with three available overnights.

Example 2:

Flight Attendant A has a reserve stretch of three days and wants to trade all three reserve days to Flight Attendant B. Flight Attendant B is taking the reserve days but not attaching them to a stretch of reserve days. This trade would be approved as it does not create a reduction in reserve availability.

- c. A Reserve Flight Attendant may trade with a Line Holder provided the trade does not result in any reduced reserve availability or a single reserve day.

Example 1:

Flight Attendant A has a reserve stretch of four P1 days and wants to trade the entire stretch of reserve days to Flight Attendant B who is a line holder. The reserve days added to the line holder are immediately following a day trip the day prior with a 22:00 release in base. The trade would not be approved as it would result in reduced reserve availability to account for rest between the trip and subsequent reserve day.

Example 2:

Flight Attendant A has a reserve stretch of three days and wants to trade all three days to Flight Attendant B who is a line holder. Flight Attendant B is taking the reserve days but not attaching them to a stretch of reserve days. This trade would be approved as it does not create a reduction in reserve availability.

12. A Flight Attendant who is on the Prohibited Cities List ("PCL") is precluded from bidding on any international flying to any precluded cities during the monthly bid. To the extent he/she bids on such international flying, and is awarded an international flight(s) to a precluded city, such flight(s) shall be removed from the Flight Attendant's awarded line without pay protection. A Flight Attendant who does not bid for, but is awarded international flying to a PCL, will have the affected flying removed with pay protection and be swapped to, or assigned other flying, or placed on Time Available Status.

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13. All non-probationary Flight Attendants will have the opportunity to designate a "Golden Day" during a month in which he/she is awarded a reserve line. A Golden Day is a guaranteed day off free from Company duty. A request for a Golden Day, for the following month, must be made during the seven (7) day period after the bid award. If the requested Golden Day is on a Flight Attendant's scheduled day off, no adjustment will be made to his/her monthly guarantee. If the requested Golden Day is for a day on which a duty period is scheduled, the Flight Attendant's guarantee will be adjusted downward by 3.75 hours for such day. A Golden Day will be requested as follows:
 - a. A Reserve Flight Attendant will be granted three (3) Golden Days per calendar year.
 - b. A request for a Golden Day may only be denied:
 - (1) if there are more than two (2) Flight Attendants requesting the same day off;
 - (2) if the day requested is on a Company designated holiday;
 - (3) if the request would conflict with a carry-over trip from the previous bid month;
 - (4) if the request would conflict with any training event.
 - c. Under no circumstances will the Company require a Flight Attendant to work on an approved Golden Day.
 - d. A Golden Day has no credit value and is considered a guaranteed day off.
 - e. Golden Days will be awarded by seniority.

G. OPEN TIME

1. Open Time includes flying not contained within a line for bid; flying which is not reserved by the Company for administrative purposes; and flying which becomes available during the month.
2. Flying which becomes available on greater than forty-eight (48) hour notice from report time must be placed in Open Time and made available for voluntary pick up by any Flight Attendant who is legal to operate flight(s) prior to being assigned to a Flight Attendant scheduled for a reserve assignment on such day.
3. The Company will electronically post known Open Time as soon as practicable, but no less frequently than once every twelve (12) hours.
4. The Company may assign Open Time, which becomes available greater than forty-eight (48) hours' notice from report time to any Flight Attendant from the following classifications in the following order:
 - a. Flight Attendant having a build-up line constructed;
 - b. line holders, in seniority order, who have submitted a request for an Open Time trip (provided the request does not disrupt one of his/her existing trip(s));

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- c. line holders who have fallen below their original line value, on the same day as lost flying, due to Marketing or Scheduling changes that occur after the monthly bid lines are awarded.
- 5. Open Time that cannot be covered using the resources listed in paragraph G.4, above, and flying which becomes available within forty-eight (48) hours prior to its report time, will be assigned to Flight Attendants from the following classifications, in the following order, except the Company may use or save its reserves at its discretion.
 - a. Flight Attendants who are "Time Available" under this Section;
 - b. Line holders who have expressed a willingness to fly ("will fly") on particular day(s), (provided the request does not disrupt an existing trip and provided further that, the time required to contact such Flight Attendant will not delay the trip's departure);
 - c. Line holders who have fallen below their original line value, on the same day as lost flying due to Marketing or Scheduling changes that occur after the monthly bid lines are awarded.
 - d. Line holders, who previously called in sick for a multiple day pairing, but have called in "well" prior to the ending time of original trip, but for operational reasons, or if his/her trip has been picked up by a Line holder, cannot be returned to their originally scheduled trip.
 - e. Line holders who are already on a bid trip or who are scheduled to be on a bid trip.
 - f. Flight Attendants who are off duty. When selecting an off duty Flight Attendant the Company will first call Flight Attendants who are in the domicile of the unassigned flying, in reverse seniority order; then in other domicile(s), in reverse seniority order.
 - g. SAFAs performing non-flying duties;
 - h. Flight Attendants who are in Training or ground school;
 - i. Instructors/Management.
- 6. Flight Attendants assigned Open Time by the Company will be contacted in the following manner, but no more than forty-eight (48) hours in advance:
 - a. Telephone contact with the Flight Attendant (direct or via Company's auto-notification system, currently CATE);
 - b. In person, by a member of Inflight or Flight Operations personnel;
 - c. A CrewTrac message or ACARS message to call Crew Scheduling;

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- d. Via text, mobile application, or e-mail through the Company's automated notification system (currently CATE), provided the Flight Attendant has "opted in" to such methods of contact;
- e. If CrewTrac or ACARS is used for notification, the Flight Attendant may call his/her Base Manager or on-call Duty Manager to discuss the assignment.

7. General

- a. An off duty Flight Attendant will not be required to sit home reserve or airport reserve.
- b. A Flight Attendant who has previously been approved for a dropped trip or partial trip, will not have flying involuntarily added to the scheduled trip during the period of the dropped trip or partial trip.

Exception: A Flight Attendant who drops a trip or partial trip that begins in one bid month, but which carries into the subsequent bid month, must notify Crew Planning via e-mail (crewplanning@endeavorair.com) within seventy-two (72) hours of the approved drop. Crew Planning will block such days off in the subsequent bid month to ensure flying is not assigned. A Flight Attendant who fails to do so will not be considered to have flying involuntarily added if, in the process of bidding for that subsequent month, he or she has flying assigned on the days previously dropped. This information will be contained in each month's bid packet.

- c. A Flight Attendant who voluntarily picks up Open Time flying will not have additional flying involuntarily assigned to them at the beginning, middle or end of the trip.
- d. A Flight Attendant will not be given a flying assignment because he/she has contacted Crew Scheduling or Inflight Management regarding routine inquiries, unless he/she has been called by Crew Scheduling in the last two (2) hours for the purpose of making an Open Time assignment.
- e. At no time will the Company place additional flying on a Flight Attendant's schedule after the bid lines are awarded without first notifying the Flight Attendant regarding the additional flying.

H. RESCHEDULING AND CANCELLATIONS

- 1. The Company may make changes to a Flight Attendant's line or trip when necessary to prevent cancellations, to prevent or reduce delays, or otherwise maintain schedule integrity.
- 2. Line Holder
 - a. A Flight Attendant whose flight is removed or canceled will be placed on "Time Available" status during the period of the lost flight and will be subject to the Time Available obligations as stated in H.3. below.

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- b. A Flight Attendant on Time Available status will be subject to reassignment during his/her original trip duration and paid pursuant to the Trip Guarantee provisions in Section 18 of this Agreement.
 - c. A Flight Attendant who is reassigned during the Time Available period will not have new flying added which would require him/her to report for duty earlier than the originally scheduled report time or be released more than one (1) hour beyond his/her originally scheduled release time. However, a Flight Attendant may be offered, and elect to accept, an assignment which is earlier than the report time of the originally scheduled trip.
 - d. A Flight Attendant who has a CDO trip, or portion thereof, removed or canceled will be placed on Time Available status. He/she must be contactable beginning at report time of the originally scheduled CDO trip and ending at the departure time of the last CDO flight in his/her domicile. He/she will only be reassigned from Time Available status to another CDO trip.
 - e. A Flight Attendant who incurs a cancellation shall not be required to remain at the airport, without a specific flight assignment, for a period of no longer than forty-five minutes from the time that he/she is notified of a cancellation by Crew Scheduling.
 - f. A Flight Attendant who incurs a cancellation within two (2) hours of his/her original trip release time will be released from Duty if the Company does not have a reassignment for the Flight Attendant at the time he/she is notified of the cancellation.
 - g. A Flight Attendant may not be rescheduled to complete an overnight, if he/she was not originally scheduled for an overnight.
 - h. Crew Scheduling will return the Flight Attendant to his/her originally scheduled trip as soon as practicable.
3. "Time Available" Flight Attendant Obligations
- a. A Flight Attendant must be contactable during the Time Available period. He/she shall provide Crew Scheduling with a contact number if not contactable at the phone number on record.
 - b. A Flight Attendant who is not at the airport at the time of a flight cancellation or removal, or who leaves the airport subsequent to a cancellation or removal, must be contactable during the originally scheduled duty period of the lost flying.
 - c. A Flight Attendant on Time Available status due to a cancellation prior to his/her original report time shall not be required to report to the airport at the original report time unless notified of reassignment by Crew Scheduling.
 - d. A Flight Attendant who is not already at the airport or in a Company provided rest facility shall be subject to no less than the call-out time specified for reserves in Section 23 A.2.d.

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- e. A Flight Attendant shall not be required to sit as a "ready reserve" at the airport.
- f. A Flight Attendant on Time Available status will be considered on duty and will earn per diem.
- g. A Flight Attendant who incurs a cancellation on the last flight prior to his/her original trip release time may be placed on Time Available status with one hundred percent (100%) cancellation pay or be released into rest with Crew Scheduling approval after notification of such cancellation and receive pay equal to fifty percent (50%) of the scheduled flight time of such canceled flight(s).

Example 1: A Flight Attendant's Trip release time is scheduled at 1500. At 0900, the Flight Attendant is notified that his/her last turn is canceled and the Company does not have a reassignment. The Flight Attendant must remain at the airport until 0945. The Company contacts the Flight Attendant at 1100 to assign new flying. The Flight Attendant will report to the airport no later than 1300 to accept an assignment that must release the Flight Attendant from duty prior to 1600.

Example 2: A Flight Attendant's Trip release time is 1800. The Flight Attendant's last turn is delayed until 1700. At 1730, the Flight Attendant is notified that his/her delayed flight is now canceled and the Company does not have a reassignment. The Flight Attendant is immediately released from duty because he/she is within one (1) hour of his/her original Trip release time.

Example 3: A Flight Attendant's Trip release time is 1400. At 1130, the Flight Attendant is notified that his/her last turn has been canceled and the Company does not have a reassignment. The Flight Attendant is not required to remain at the airport because he/she is within three (3) hours of his/her original Trip release time, however, the Flight Attendant is on Time Available status until 1400.

4. Reserves

- a. A reserve line holder on reserve days may be rescheduled up to the limitations of the FAR's.
- b. A Reserve Flight Attendant is not considered "Time Available" within the meaning of this Section 5.H.3., and the Company's utilization of the "AVL" code, or any equivalent or replacement code, shall not place any additional availability or contactability obligation on a Reserve Flight Attendant. The Company may use the "AVL" code for the purpose of tracking a Reserve Flight Attendant's duty periods and calculating his/her per diem.

5. Extensions

- a. An Extension shall be defined as any involuntary rescheduled flight assignment, including deadhead, which is scheduled to conclude more than one (1) hour and not to exceed three (3) hours beyond the Flight Attendant's original trip.

Example 1: A Flight Attendant's trip is scheduled to terminate at 1500. She is given an additional round trip which is scheduled to return to Domicile at 1730. This is an

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Extension, and the Flight Attendant does not need to be the junior available Flight Attendant.

Example 2: A Flight Attendant's trip is scheduled to terminate at 1200. He is removed from the last 2 legs of his/her trip and rescheduled to perform flying, which is scheduled to return him/her to his/her Domicile at 1415. This is an Extension, and the Flight Attendant does not need to be the junior available Flight Attendant.

Example 3: A Flight Attendant's trip is scheduled to terminate at 1800. Due to weather delays, she does not return to Domicile until 2230. This is not an Extension, because there is no involuntary rescheduled flight assignment.

Example 4: A Flight Attendant's trip is scheduled to terminate at 1800. He/she is assigned an additional round Trip that is scheduled to return him/her to Domicile at 2000. Due to weather delays, the Flight Attendant does not return 2300. This is an Extension, but not a Junior Assignment because the Flight Attendant was scheduled to return within 3 hours, but the weather caused the delay.

Example 5: A Flight Attendant in PHL is scheduled to operate his/her leg of a trip from PHL to MSP and is scheduled to be released at 1800 in MSP. The Company removes the PHL-MSP leg and reassigns the Flight Attendant to PHL-DTW-MSP and is now scheduled to be released in MSP at 1905. This is an extension.

- b. A Flight Attendant is entitled to decline an extension assignment three (3) times in a calendar year, but no more than one (1) time in a Bid Month. The last available Flight Attendant may not decline an extension assignment; however, such a Flight Attendant will have the extension assignment paid at two hundred percent (200%) and shall not be deemed to have declined the extension.
- c. A Flight Attendant will not be extended more than two (2) times in any month.
- d. A Flight Attendant will not be extended to perform additional duties following a CDO.
- e. A Flight Attendant who is extended will be compensated at one hundred fifty percent (150%) of his/her applicable hourly pay rate, commencing with the first leg that operates one hours beyond his/her original trip. Such pay will be in addition to the Flight Attendant's monthly guarantee.

6. Junior Manning Assignments

- a. A Junior Manning Assignment shall be defined as any involuntary flight assignment including deadhead, which is scheduled to operate on a scheduled day off, and that was not an assignment made in accordance with Section 5.H.5.a. above.
- b. A Flight Attendant will not be Junior Assigned more than two (2) times in a bid month.
- c. A Flight Attendant will be entitled to decline a Junior Manning Assignment four (4) times in a calendar year, but no more than one (1) time in a calendar quarter. The last available Flight Attendant may not decline a Junior Manning Assignment;

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however such Flight Attendant will have the Junior Manning Assignment paid one-hundred fifty percent (150%), and his/her attempted decline will not be counted toward the decline entitlement.

- d. A Flight Attendant who is Junior Assigned will receive pay for the flight time of the Junior Manning Assignment equal to one hundred fifty percent (150%). All pay associated with a Junior Assignment will be in addition to the Flight Attendants monthly guarantee.
- e. A Flight Attendant who completes a Junior Manning Assignment will not be subject to an extension and will be released upon completion of the scheduled Junior Manning Assignment.
- f. A Flight Attendant will not be Junior Assigned more than six (6) times in any calendar year.
- g. A Flight Attendant who is Junior Assigned may elect to have the trip remain posted in Open Time for up to six (6) hours prior to the scheduled report time of the trip so that another Flight Attendant will have the opportunity to pick up the trip voluntarily. If another Flight Attendant picks up the Junior Assigned trip, Crew Scheduling will notify the Junior Assigned Flight Attendant that he/she has been released from the trip as soon as possible. If the trip is not picked up, the Junior Assigned Flight Attendant is responsible for the trip.

7. Junior Assignment Limitations

- a. A Flight Attendant will not be Junior Assigned when initiating a phone call to Crew Scheduling or when accessing the Company's computer system, except when a call is made by the Flight Attendant to Crew Scheduling following the Company's attempt to contact the Flight Attendant for a Junior Assignment within the preceding two (2) hours. A message to call Crew Scheduling may be delivered through the Company's computer system.
- b. When making a Junior Assignment in accordance with the provisions of this paragraph, Crew Scheduling must clearly state to the Flight Attendant that he/she is being Junior Assigned.
- c. A Flight Attendant will not be Junior Assigned if his/her days off for the month would be reduced more than two (2) days less than the contractual minimum.
- d. A Flight Attendant who is Junior Assigned on one of his/her contractual minimum days off will be given a compensatory day off.
- e. Compensatory days off will be awarded pursuant to Section 6.
- f. A Flight Attendant whose schedule would be disrupted by a Junior Assignment will not be considered available if other Flight Attendants are available whose bid schedules would not be disrupted by the Junior Assignment. If a Flight Attendants schedule is disrupted, he/she will be pay protected for any time lost.

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- g. A log that includes all qualifying junior assigned or extended events will be maintained by the Company and made available during normal business hours, or electronically, to the MEC President, or his/her designee, upon request.

8. General

- a. A Flight Attendant holding a Part-time line is subject to the same rescheduling provisions as a Full-time Flight Attendant, but cannot be selected to cover Open Time under the provisions of Section 5.G.6. (Junior Manning).
- b. A Flight Attendant who is removed from training in order to prevent a flight cancellation will be assigned flying which will return the Flight Attendant to his/her domicile within the previously scheduled calendar day(s) of such training.
- c. If two (2) Line holders are scheduled for the same flight due to a scheduling error, or aircraft equipment change, or cancellation the senior Flight Attendant shall have the option to take the trip or call Crew Scheduling to be placed on "Time Available" status.

If a line holder and a reserve are on the same trip and a reschedule is necessary, every effort will be made to keep the line holder on his/her original trip while utilizing a reserve Flight Attendant for the rescheduled portion.

- d. If, in actual operation, a Flight Attendant cannot be returned to domicile within the scheduled limits due to irregular operations, he/she shall be returned to domicile as soon as practical given the FAR rest requirements.

I. IRREGULAR OPERATIONS (IROP)

- 1. The Company and the Union mutually agree that certain significant events pose unique challenges to the Company's ability to restore their system to normal operations. Such significant events cannot be anticipated but are expected to occur only rarely.
- 2. An IROP is caused by severe weather, ATC disruptions to air traffic, a SOC interruption or other event that significantly affects the Company operation. It may be isolated to a single hub, a specific area of operation, or the entire system.
- 3. When IROP conditions are encountered or are expected, the Vice President, Flight Operations, or his/her designee, may declare an Irregular Operation Plan (IROP).
- 4. When declared, the Company will post a message in CrewTrac or other electronic means and a notice on all releases.

5. Scheduling Relief

a. Line Holders

- (1) Rescheduling parameters as outlined in Section 5.H.2. are suspended during the IROP period.

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- (2) Line holders losing trips or portions thereof must remain at the airport after his/her cancellation(s), and contact Crew Scheduling.
- (3) A Flight Attendant shall not be required to remain at the airport, without a specific flight assignment, for longer than one hundred twenty (120) minutes from the time he/she contacts Crew Scheduling or at the termination of his/her originally scheduled trip, whichever occurs sooner.

b. Reserves

- (1) Reserve assignment parameters as outlined in Section 23.A.2.h. are suspended during the IROP period.
 - (2) A Reserve Flight Attendant, after completing an assignment, will be placed back on reserve status (either home or ready) at the discretion of the Company, up to the limits of the FARS.
6. While on duty, Flight Attendants will continue to receive per diem in accordance with Section 17.
 7. A Flight Attendant who is required to remain at the airport during an IROP event awaiting a hotel assignment which causes his/her rest to be reduced below the parameters in Section 6.E.1. and 6.E.2. shall have his/her rest adjusted to comply with Section 6.E.1. and 6.E.2.
 8. Termination of an IROP event

The IROP event will terminate when operations fall back to manageable conditions and will be communicated via CrewTrac or other electronic means.

- a. Within thirty-six (36) hours of a declared IROP, the Vice President Flight Operations, or his/her designee, will issue a summary statement outlining the IROP event.
- b. Flight Attendants shall be updated daily, via CrewTrac message, regarding the current status of the declared IROP event.

J. TRIP TRADES and DROPS - OPEN TIME MANAGER

1. All trip and reserve day trades, swaps, adds and drop requests, whether for whole or partial trips, must be submitted electronically to the Company, using the designated electronic system (currently the internet-based FLICA program "Open Time Manager" or "OTM") the Company makes available to Flight Attendants no fewer than forty-eight (48) hours in advance of the departure time of the requested assignment. In the case of a pure trip add of a whole trip from Open Time a Flight Attendant may submit his/her request up to six (6) hours in advance of the report time of the requested trip.

The Company will be responsible to maintain, in working order, an electronic system by which a Flight Attendant may access his/her schedule (including home access), and through which the Flight Attendant may submit request for trip and reserve day trades, swaps, adds and drops. The electronic system (currently the internet based FLICA

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program "Open Time Manager" or "OTM") will operate as close to real time as possible. The Company shall not charge Flight Attendants a fee to access this information; however, the Company will not be responsible for the cost of any smart phone or tablet application, or other available for fee-based features available through FLICA that a Flight Attendant chooses to purchase for that purpose.

2. Whole trip trade, swap, add and drop requests will be approved or denied as close to real-time as possible, but in no event longer than twenty-four (24) hours. Partial trip trade, swap, and drop requests will be approved or denied within forty-eight (48) hours of receipt. A Flight Attendant who wishes to have his/her request withdrawn at this point may submit such request through the electronic system. Once a Flight Attendant is provided approval confirmation of a trade/swap/drop/add request the Flight Attendant's schedule is modified per his/her request, and becomes the Flight Attendant's schedule.
3. Whole trips or partial trips can be added, dropped, swapped or traded. Flight Attendants may not trade lines. In the case of a whole or partial trip add, drop, swap or trade, the following shall apply:
 - a. All requests (other than Jetway Trades) must be submitted through the electronic system established and maintained by the Company under Section 5 J.1. above, and all such requests will be addressed on a first come, first served basis except as noted in (b) and (d) below;
 - b. Any request for a partial trip add, drop, swap or trade, will be removed from the electronic system described in paragraph 5 J.1. above, and will be processed manually by Crew Scheduling. The removal of a partial trip request will not, however, stop the processing of whole trip adds, drops, swaps and trades by electronic means as they are received;
 - c. The Company must still comply with paragraph 5 J.2. regarding the timely processing of all requests for trip adds, drops, swaps or trades;
 - d. To the extent a whole trip add, drop, swap or trade request is processed via the electronic system prior to the manual processing of a partial trip add, drop, swap or trade that includes flying covered by the whole trip add drop, swap or trade request, the Company shall have no liability or responsibility to a Flight Attendant whose partial trip add, drop, swap or trade request is no longer available because it has been awarded to another Flight Attendant as part of a whole trip add, drop, swap or trade request.

Example: On 8/1/14, Flight Attendant Smith submits a request to pick up from Open Time days two and three of Pairing #1234, a 4-day trip. That request is removed from the automated processing queue and will be processed manually in accordance with Paragraph J. 3. (b) and (c) above. Fourteen (14) hours thereafter, Flight Attendant Jones submits a request to pick up from Open Time the entire Pairing #1234. This is a whole pick up which will be processed as close to real time as possible by the OTM system and will be awarded to Flight Attendant Jones. Flight Attendant Smith shall have no claim against the Company for not being awarded his/her partial trip add request.

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- e. Jetway Trades are not subject to the provisions of Section 5 J.1 - 3 above, but will be handled in accordance with the provisions of Section 5.J.14.
- 4. A trip trade/drop is considered approved when the Flight Attendant receives written and/or electronic confirmation from the Company via computer message or return of an approved written request.
- 5. A Flight Attendant who loses time from his/her line due to a drop/swap trip will have his/her guarantee adjusted downward by the amount of time which the transaction takes the Flight Attendant below guarantee or previously adjusted guarantee. For the purpose of guarantee adjustment, a reserve day shall have a value of 3.75hours. The guarantee shall be restored on an hour for hour basis for all trips picked up, except for pure CDO line holders as provided in Section 18 H.
- 6. Trip or Reserve Day Drops
 - a. Full-time and part time Flight Attendants may drop or trade (whether to Open Time or with another Flight Attendant) regular trips or reserve days to the extent allowed by FLICA and subject to Section 5.F.11.
 - b. If Flight Attendant holding a regular or mixed line loses time as a result of a drop/trade of a trip or reserve days under this Section, his/her guarantee may be adjusted downward in accordance with Section 5.J.5.
 - c. For only those Flight Attendants awarded a pure CDO (high speed) line, the dropping or adding of CDOs shall be handled in accordance with Section 18.H.3.
- 7. Except as set forth in Paragraph J.3. (b) and (d) above, requests for trip trades, drops, swaps and adds will be made on a first come, first assigned basis. All requests for trip trades, drops, swaps and adds must be time and date stamped to protect the integrity of the drop/swap process. In the event that two (2) or more requests are made at the same time for the same trip on the same day, assignments will be made based upon seniority.
- 8. Trades between Flight Attendants that are legal pursuant to FAR's and this Agreement shall be approved. Trades between Flight Attendants do not have to be of equal value or covering the same days.
- 9. A Part time Flight Attendant can voluntarily work more than six (6) days in a bid month.
- 10. Trip Drops and Pass Travel Eligibility
 - a. A Flight Attendant who does not work six (6) days in a given month will not be afforded personal or commuter pass travel benefits for himself/herself or his/her eligible pass riders for the following calendar month. Once a Flight Attendant has completed six (6) days of work in a given month, pass benefits will be active for the following calendar month.

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- b. The preceding paragraph 10.a. shall apply only where the Flight Attendant's days of work are reduced below the minimums set forth above as a result of the combined impact of: pure trip drops; calling in sick without having sufficient sick time in his/her sick bank to cover the dropped flying; and his/her scheduled days off for the bid month.
- c. For purposes of determining the number of days being dropped by a Flight Attendant seeking to drop a CDO trip, the following shall apply:
 - (1) Dropping a single or stand-alone CDO spanning two work days will count as two work days being dropped; and
 - (2) Dropping a single CDO from a span of consecutive CDOs will count as a single day being dropped.

Example 1 - Regular Line Holder

A Full-time Flight Attendant is awarded a regular line with seventeen (17) scheduled work days, and thirteen (13) days off. During the bid month, he/she drops two 4-day trips, and also calls in sick for another 4-day trip without having any sick time in his/her bank. As a result, he/she has only five (5) remaining work days, and would be ineligible for pass travel the following month by operation of paragraphs 10.a. and 10.c. above.

Example 2 - Regular Line Holder

A Full-time Flight Attendant is awarded a regular line with seventeen (17) scheduled work days, and thirteen (13) days off. During the month, he/she drops two 4-day trips. He/she requests and is granted a personal leave to drop another 4-day trip. Although he/she has only five (5) remaining work days, his/her eligibility for pass travel in the following month is not affected, because the Company-approved Personal Leave is considered "days worked" for purposes of pass travel eligibility.

Example 3 - CDO Line Holder

A Full-time Flight Attendant bids and is awarded a pure CDO Line (high speeds) that consists of four single CDO trips not scheduled to depart on consecutive calendar days, and two sets of four CDOs spanning five consecutive calendar days (Total of 18 work days). During the month, he/she drops two of her single CDO Trips (4 days), and calls in sick for all four CDOs in one of her sets of consecutive CDOs (5 days), but has no sick accruals to cover those CDOs. He/she would be deemed to have dropped to nine (9) work days for month and his/her eligibility for pass travel in the following month is not affected.

Example 4 - CDO Line Holder

A Full-time Flight Attendant bids and is awarded a pure CDO Line (high speeds) that consists of five single CDO trips not scheduled to depart on consecutive

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calendar days (10 days), and one set of four CDOs spanning five consecutive calendar days (Total of 15 work days). During the month, he/she drops three of her single CDO trips (6 days), and drops the middle two trips in the consecutive series of CDOs (2 days). He/she would be deemed to have dropped to seven (7) work days for the month, and his/her eligibility for pass travel in the following month is not affected.

- d. Eligibility for pass travel benefits for Flight Attendants who are on Company approved leaves of absences remains governed by Company policy.
- e. Nothing in this Section 5.J.10. eliminates or reduces a Flight Attendant's obligation to pay in full the monthly premiums for any medical, dental, vision, short term disability, long term disability benefit, or any other benefit plan in which he/she has elected to enroll. In the event a Flight Attendant has insufficient earnings in his/her weekly paycheck to satisfy his/her share of such "benefit premiums," the following process will be followed:
 - (1) Following the second consecutive check on which the Flight Attendant has insufficient earnings to satisfy his/her share of benefit premiums, the Company will send an invoice to the Flight Attendant in writing of the following:
 - (a) That he/she has a balance owing for his/her benefit premiums, and a specific statement as to the amount of the benefit premium that is past due;
 - (b) The deadline by which the Flight Attendant must pay that amount; and
 - (c) That if the Flight Attendant Flight Attendant fails to pay his/her benefit premium contribution balance within time specified, he/she will be considered to have voluntarily withdrawn from all applicable benefit plans, and will be precluded from re-enrolling in any such Company plans until the next open enrollment period, subject to the provisions of the plan and any applicable law.
 - (2) The Flight Attendant shall thereafter pay the past due amount indicated by the Company no later than thirty (30) days from the date of the written notification, or by a date specified by the Company, whichever is later.
 - (3) In the event the Flight Attendant Flight Attendant fails to pay the past due benefit premiums, the Company may then notify the Flight Attendant in writing that he/she has been removed from the applicable medical, dental, vision, short term disability, long term disability or any other applicable plan(s) for Flight Attendant failure to pay premiums to the extent permitted by Law.
 - (4) Loss of benefit coverage as a result of the Flight Attendant failure to pay premiums as described above would be considered a "qualifying event" for purposes of eligibility to benefit continuation under COBRA (See, Section 16 D.)

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EXAMPLE

- Flight Attendant has insufficient earnings on his/her 9/16 pay check to allow for deduction of benefit premiums;
- His/her next paycheck (10/1) also has insufficient earning to allow for deduction of any current or arrearage of benefit premiums;
- 10/1 an invoice will be sent to Flight Attendant notifying him/her of obligation to make whole on his/her benefit premium arrearage by 11/1;
- On 10/16 paycheck, Flight Attendant has sufficient hours to pay premiums for 10-1 to 10-15;
- On 10/30 paycheck Flight Attendant has sufficient hours to pay premiums for 10-15 to 10-30;
- The 10/16 and 10/30 paychecks will also attempt to take arrearages owed from the 9/16 and 10/1 paychecks (i.e., the payroll department will continue to try to take the premiums from subsequent checks), but if there not enough earnings the employee is still considered in arrears for September premium;
- If the arrears payment is not made in full by 11/1, the affected benefit plans will terminate for non-payment of premiums effective 10/31;
- Once benefits are terminated for non-payment of premiums, the Flight Attendant has no right to be re-enrolled until the next open enrollment period.

(5) Nothing in this Agreement is intended to modify or remove any other eligibility requirements that are either required by law, or that are set forth in the medical, dental, vision, short term disability, long term disability benefit, or any other benefit plan in which a Flight Attendant has elected to enroll.

11. Trades which involve the same calendar day(s) will be awarded provided there is no specific operational reason to decline the request.

12. If the Company denies any trip trade request, the Flight Attendant will be provided with the specific operational reason for the denial.

13. Automated Partial Trade Functionality

In the event that the vendor/manufacture of the Open Time Manager system creates the availability for the system to process partial trip drops, trades or swaps on an automated basis, the Company shall (1) notify the MEC President and Scheduling Chair as soon as it is aware of this functionality, and (2) meet with the Union to discuss the feasibility of implementing automated partial trades.

14. Jetway Trades

- a. Flight Attendants will be afforded the opportunity to drop or swap a trip/flight to another Flight Attendant within twenty-four (24) hours of the report time of such trip/flight (a “Jetway Trade”).
- b. A Flight Attendant who is requesting to drop or swap a trip/flight to another Flight Attendant within twenty-four (24) hours of the report time of such trip/flight must call Crew Scheduling to request the drop or swap to another Flight Attendant. The Flight

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Attendant accepting to pick up or swap such trip/flight will also contact Crew Scheduling to verify such request.

- c. A Jetway Trade will be considered approved once Crew Scheduling has verbally confirmed the trip/flight trade with both Flight Attendants involved in the trade.
- d. A Jetway Trade will not be denied due to staffing levels.
- e. A Jetway Trade may be denied during an IROP event.
- f. A Jetway Trade may not cause any impact to an on time departure.
- g. The Jetway Trade is not intended to take the place of the normal trading procedures as outlined in Section 5.J of the Collective Bargaining Agreement. The intent of the Jetway Trade is for trades that may be needed due to unplanned or emergency events for Flight Attendants (i.e. childcare issues).
- h. A Flight Attendant shall have no more than twelve (12) Jetway Trades each year.
- i. Reserve Flight Attendants may utilize the Jetway trade provisions outlined above, subject to Section 5.F.11. above and the following:
 - (1) Reserve Flight Attendants may swap reserve days provided each agrees to cover the full extent of the other's Reserve Availability Period ("RAP") - i.e., they must have the same number of reserve days and same RAP - and where doing so would not conflict with other trip assignments or cause any illegalities for either FA;
 - (2) Reserve Flight Attendants may pick up flying from a regular Line Holder ("LH") on the Reserve Flight Attendant's scheduled day off, but is prohibited from doing so on a scheduled Reserve day; and
 - (3) A Reserve Flight Attendant is prohibited from trading an assigned trip to another flight attendant.

K. WILL FLY

- 1. The Company will maintain a list of Flight Attendants volunteering to pick up Open Time flying (Will Fly) on a daily basis. The Company will note the "will fly" assignment on the Flight Attendant calendar at the same time he/she informs the Company of his/her desire to be placed on "will fly".
- 2. A Flight Attendant may add his/her name to the "will fly" list at any time and remove his/her name from the list at any time.
- 3. A Flight Attendant must be legal to fly on the day requesting "will fly" status.
- 4. Flight Attendants on the "will fly" list will be contacted in seniority order.

Section 5 – Scheduling

5. Flight Attendants on the "will fly" list who are contacted by the Company for an Open Time assignment may refuse such assignment, without discipline.
6. If a Flight Attendant on the "will fly" list is contacted by the Company and accepts an assignment, the Flight Attendant will be paid above guarantee, at one hundred percent (100%) of his/her hourly rate of pay, for actual flying performed.
7. A Flight Attendant on "will fly," who accepts an assignment by the Company, will not have such assignment changed to any different flying once the Flight Attendant has been notified and the Flight Attendant has approved the flying assignment as originally offered, unless first agreed to by the Flight Attendant.
8. A "will fly" Flight Attendant may reduce his/her minimum days off as a result of a "will fly" assignment.
9. Nothing shall prevent the Company from attempting to contact more than one (1) "will fly" Flight Attendant for an assignment if a "will fly" Flight Attendant is not contactable when called.

L. CDO LINES (HIGH SPEEDS)

1. Continuous duty overnight (CDO) assignments refer to a single duty period trip which is scheduled to be completed later than 0400 (local time) on the day subsequent to the day the trip begins and during which there is a minimum scheduled break of five (5) hours however, the Flight Attendant is not released into rest.
2. Full time Flight Attendants holding pure CDO lines (high speeds) will not be scheduled more than sixteen (16) CDO trips in a 31-day bid month, and more than fifteen (15) in a 30-day bid month.
3. A Flight Attendant will not be scheduled to work more than four (4) consecutive CDO trips. A Flight Attendant can voluntarily work more than four (4) CDO trips in a row, but no more than five (5) in a row.
4. A Flight Attendant holding a pure CDO line will not be scheduled/rescheduled, by the Company, from a CDO to any other trip, other than another CDO. For operational necessity, a CDO trip may be rescheduled to a legal overnight, subject to the provisions of paragraph 5. below, and the Flight Attendant is notified of such change as soon as reasonably possible. A Flight Attendant will not be extended by the Company upon return to the domicile.
5. A Flight Attendant holding a pure CDO line that is rescheduled to a legal overnight due to operational necessity and is anticipated to arrive more than two (2) hours beyond original CDO release time will be paid two (2) hours above guarantee.

EXAMPLE: A Flight Attendant's original CDO trip release time is scheduled at 0915. The Company notifies the Flight Attendant of the reassignment to a legal overnight trip with a scheduled release time of 1130. The Flight Attendant receives a two (2) hour above guarantee credit.

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6. Pay for CDO trips will be the greater of the actual flight time or four (4) hours of flight pay at the Flight Attendant's applicable hourly rate.

M. GENERAL

1. The Company will utilize a recording device for the purpose of recording phone conversations between the Flight Attendants and the Company. There shall be no general audit of the tape. In the event a dispute arises and the Company and/or the Union desires to use the tape in an investigation the Flight Attendant will, upon request, be allowed to listen to the relevant portions of the tape.
2. A Flight Attendant is not considered to be scheduled in excess of the contractual limitations if the flights to which the Flight Attendant is assigned are scheduled and normally terminate within the limitations but due to circumstances beyond the control of the Company (including but not limited to weather, mechanicals, and ATC delays) not at the time of departure expected to reach their destination within the scheduled time. A Flight Attendant shall receive full credit and be considered scheduled as applied to duty day.
3. If a Line holder requests to be placed on reserve and does not fly, then he/she will be paid as an Airport Ready Reserve for the reserve period.
4. Crew Schedulers will not make pay interpretations, or issue and/or threaten Flight Attendants with discipline.
5. If, at any time, the Company requires a Flight Attendant to maintain a personal email address for means of communication and notification, the Company shall assume the cost of such service.
6. The Company will reimburse a Flight Attendant on a trip for required calls to Crew Scheduling from a destination that does not have cellular phone service or 800 capacity. If the International destination, including, but not limited to, cities in Mexico, Canada, the Bahamas, and the United States Virgin Islands, has cellular phone service, the Flight Attendant will be reimbursed for required phone calls to Crew Scheduling, if he/she incurs long distance and/or international charges on his/her cellular phone.
7. Charter flights will either be made available for bid in the monthly bid packet or in Open Time, if the Charter flight is scheduled after the bid period. If a Charter flight is awarded to a Flight Attendant, or picked up from Open Time, the Company may choose to buy the Flight Attendant off the trip and utilize a Flight Attendant of the Company's choosing. If the Company elects to remove a Flight Attendant who was awarded the flight, or picked up the flight, the Company will pay the Flight Attendant as if he/she operated such flight.
8. If there is no operational need for a Flight Attendant to operate a maintenance or repositioning flight, the Flight Attendant may coordinate with Crew Scheduling to deadhead back to domicile or pick up the remainder of his/her trip.
9. The Company shall provide Flight Attendants operable cellular devices and data plans in accordance with Letter of Agreement 4 (SkyPro LOA). Effective on the first day the April

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2021 Bid Month, the Company-provided cellular device shall be the Flight Attendant's primary phone contact number for the purpose of schedule and assignment notifications or modifications. A Flight Attendant may use a personal cell phone as an alternative contact number; however, the Flight Attendant is solely responsible for ensuring the quality of service of such personal device and any malfunction of the cell phone is solely the responsibility of the Flight Attendant.

N. EMERGENCIES

1. In the event of a family emergency, Crew Scheduling and/or Inflight Management will contact the Flight Attendant according to his/her contact numbers listed in the personal Flight Attendant profile.
2. In the event of an aircraft emergency that requires an immediate debriefing of the Flight Attendant by the Company, the Flight Attendant shall be pay protected for any flying missed. The Flight Attendant will be removed from the remainder of the trip at the discretion of the Director of Inflight, or the on-call Duty Manager, if the Director of Inflight is not available. If the Flight Attendant requests to be removed from the remainder of the trip the request shall be granted and he/she will be pay protected for any flying missed.

SECTION 5 – APPENDIX A DAYS OFF PRORATION CHART

Number of Days Unavailable For Duty	Flight Attendant Proration Chart									
	28 Day Month		29 Day Month		30 Day Month		31 Day Month		32 Day Month	
	Prorated Days Off Formula	Prorated Days Off	Prorated Days Off Formula	Prorated Days Off	Prorated Days Off Formula	Prorated Days Off	Prorated Days Off Formula	Prorated Days Off	Prorated Days Off Formula	Prorated Days Off
1	0.964	10	0.966	10	0.967	11	0.968	11	0.969	12
2	0.929	9	0.931	9	0.933	10	0.935	10	0.938	11
3	0.893	9	0.897	9	0.900	10	0.903	10	0.906	11
4	0.857	9	0.862	9	0.867	10	0.871	10	0.875	11
5	0.821	8	0.828	8	0.833	9	0.839	9	0.844	10
6	0.786	8	0.793	8	0.800	9	0.806	9	0.813	10
7	0.750	8	0.759	8	0.767	8	0.774	9	0.781	9
8	0.714	7	0.724	7	0.733	8	0.742	8	0.750	9
9	0.679	7	0.690	7	0.700	8	0.710	8	0.719	9
10	0.643	6	0.655	7	0.667	7	0.677	7	0.688	8
11	0.607	6	0.621	6	0.633	7	0.645	7	0.656	8
12	0.571	6	0.586	6	0.600	7	0.613	7	0.625	8
13	0.536	5	0.552	6	0.567	6	0.581	6	0.594	7
14	0.500	5	0.517	5	0.533	6	0.548	6	0.563	7
15	0.464	5	0.483	5	0.500	6	0.516	6	0.531	6
16	0.429	4	0.448	4	0.467	5	0.484	5	0.500	6
17	0.393	4	0.414	4	0.433	5	0.452	5	0.469	6
18	0.357	4	0.379	4	0.400	4	0.419	5	0.438	5
19	0.321	3	0.345	3	0.367	4	0.387	4	0.406	5
20	0.286	3	0.310	3	0.333	4	0.355	4	0.375	5
21	0.250	3	0.276	3	0.300	3	0.323	4	0.344	4
22	0.214	2	0.241	2	0.267	3	0.290	3	0.313	4
23	0.179	2	0.207	2	0.233	3	0.258	3	0.281	3
24	0.143	1	0.172	2	0.200	2	0.226	2	0.250	3
25	0.107	1	0.138	1	0.167	2	0.194	2	0.219	3
26	0.071	1	0.103	1	0.133	1	0.161	2	0.188	2
27	0.036	0	0.069	1	0.100	1	0.129	1	0.156	2
28	0.000	0	0.034	0	0.067	1	0.097	1	0.125	2
29	X	X	0.000	0	0.033	0	0.065	1	0.094	1
30	X	X	X	X	0.000	0	0.032	0	0.063	1
31	X	X	X	X	X	X	0.000	0	0.031	0
32	X	X	X	X	X	X	X	X	0.000	0

SECTION 6 – HOURS OF SERVICE

A. GENERAL

1. The Company shall schedule Flight Attendants consistent with the requirements of this Agreement and in accordance with the applicable regulations and most current FAR's.
2. The applicable duty time and rest time limitations shall be those specified in the FAR's or as otherwise outlined in this Agreement.
3. All hours of service and scheduling provisions will apply to all Company designated domiciles.

B. FAR CHANGES

1. If the applicable limitations of the FAR's should change, either party may initiate conferences to discuss the impact on the Agreement, but such conferences shall not interfere with the Company's obligations to implement such changes.
2. If the federal regulations governing duty times and rest periods for the flight crew operating the aircraft on which a Flight Attendant is working change, either party may initiate conferences to discuss and determine the applicability of any such changes.

C. DAYS OFF

1. In actual operation, a Flight Attendant's days off for the month will not be reduced to more than two (2) less than the contractual minimum. A Flight Attendant may voluntarily reduce his/her days off below the contractual minimum as long as he/she is legal by FARs.
2. A Flight Attendant shall not be required to keep the Company informed of his/her whereabouts while on days off or during scheduled vacation days.

D. COMPENSATORY (COMP) DAY OFF

1. Line Holder
 - a. If a Full-time line holder's scheduled days off are reduced below minimum days off pursuant to Section 5.D.3. by the Company for reasons other than weather and mechanical irregularities, he/she shall receive a compensatory day off in the same or succeeding month. Requests for a specific date as a compensatory day off must be in writing. A Flight Attendant may request to be paid for the scheduled time on a compensatory day off, at the pay rate of four (4) hours per day above guarantee, and still work on such day rather than take the day off.
 - b. A compensatory day off will be scheduled within two (2) business days of the written request if the request is for the current month. If the request is for the succeeding month and the monthly lines have not yet been awarded, the compensatory day off will be scheduled within two (2) business days after the bid

Section 6 – Hours of Service

dispute period for that month. When scheduling such day off, the Company will take into consideration the Flight Attendant's request for a specific date

2. Reserve

- a. In the event a full-time Reserve Flight Attendant drops below minimum days off in a month pursuant to Section 5.D.3. for any reason other than his/her voluntarily picking up flying or additional reserve days, the Company shall provide such Flight Attendant the option to receive either:

- (1) an additional four (4.0) hours of pay credit above guarantee in the current month; or,
- (2) a compensatory day off in the current month, or if unable to grant the requested day off in the current month, then an additional single day off in the subsequent month, provided the requested day off is either in conjunction with his/her awarded days off or is the first or last day of a set of reserve days (i.e., the single day off cannot be in the middle of a set of scheduled reserve days). The Company can deny a requested day off in either the current or subsequent month for operational need, in which case the Flight Attendant will receive the pay option in (1) above.

E. REST

1. Scheduled Domicile Rest

- a. A Flight Attendant at his/her Domicile will be scheduled or rescheduled for no less than eleven (11) hours between Duty Periods except that if:
 - (1) the Duty Periods before and after the rest periods are CDO's, a Flight Attendant at his/her Domicile will not be scheduled or rescheduled for less than ten (10) hours rest between the CDO's; or
 - (2) the inbound arrival of the last flight of the preceding Duty Periods is delayed, the rest period may be reduced to nine (9) consecutive hours. This exception applies whether the Duty Periods are part of regular or CDO pairings.

2. Scheduled RON Rest

A Flight Attendant will be scheduled for a minimum of ten (10) hours of rest between Duty Periods at all locations other than his/her Domicile. However, with the approval of the Union Scheduling Committee, the minimum rest period away from Domicile may be scheduled for less than ten (10) hours. Such approval will be made on a monthly basis and will be city specific.

3. Reduced Rest

A Flight Attendant at an outstation who is scheduled or rescheduled for a reduced rest overnight (i.e.: is less than ten (10) hours) will not be scheduled or rescheduled for more than twelve (12) hours of duty on the following day.

Section 6 – Hours of Service

4. Rest for a Flight Attendant Rescheduled to Overnight in Domicile
 - a. A Flight Attendant, except for a Reserve Flight Attendant, who is scheduled to overnight at an outstation but who is rescheduled to overnight in his/her Domicile will, at his/her request, be given hotel accommodations in accordance with Section 17.A. at Company expense.
 - b. A Reserve Flight Attendant who is scheduled to overnight at an outstation but who is rescheduled to overnight in his/her Domicile will, at his request, be offered the opportunity to stay, at Company expense, at a hotel in the airport vicinity if the rest period is scheduled for or actually results in less than ten (10) hours of rest between Duty Periods.
5. Reserve Flight Attendants must receive the same amount of crew rest as Regular line holders.

F. DUTY TIME

1. In PBS line construction, Duty Periods shall not be scheduled in excess of thirteen (13) hours.

EXCEPTION: In any Bid Month in which Flight Attendants and Pilots are co-paired, up to one percent (1%) of Duty Periods may be scheduled up to fourteen (14) hours.

2. Outside of PBS line construction, Duty Periods shall not be scheduled or rescheduled, in excess of fourteen (14) hours.
3. In actual operation, A Flight Attendant will not be required to be on duty more than sixteen (16) hours without the approval of the Flight Attendant.
 - a. A Flight Attendant may be required to be on duty in excess of the sixteen (16)-hour limitation if the last flight of his/her Duty Period is scheduled to terminate and release him/her from Duty within that limitation, but due to circumstances beyond the control of the Company (including but not limited to weather, mechanicals, and ATC delays) which arise after the flight has blocked out cause him/her to exceed the sixteen (16)-hour limitation. A Flight Attendant shall receive full credit and be considered scheduled as applied to duty day.
 - b. A Flight Attendant who agrees or in actual operation is required to remain on duty in excess of sixteen (16) hours shall be provided a minimum of ten (10) hours of rest after the duty period in excess of sixteen (16) hours.
 - c. A Flight Attendant who remains on duty in excess of sixteen (16) hours shall not exceed more than twelve (12) hours of duty time on the day following the duty period in excess of sixteen (16) hours.
 - d. A Flight Attendant who either agrees, or in actual operation is required, to remain on duty in excess of fifteen (15) hours in a duty period, shall be paid in accordance with Section 18.G.4.

G. REPORT TIME

1. In domicile, a Flight Attendant shall be required to report, and his/her duty shall commence, sixty (60) minutes prior to his/her first scheduled departure of the day. If such departure is delayed or rescheduled, the commencement of duty shall correspondingly be delayed or rescheduled. Flight Attendants shall be notified by Crew Scheduling if their scheduled report time is delayed by more than forty-five (:45) minutes. If such notification is not made, the original report time and commencement of duty will remain unchanged.
2. Away from domicile, a Flight Attendant shall be required to report, and his/her duty shall commence, forty-five (45) minutes prior to his/her scheduled flight departure of the day. If such departure is delayed or rescheduled, the commencement of duty shall correspondingly be delayed or rescheduled. Flight Attendants shall be notified by Crew Scheduling if their scheduled report time is delayed by more than one (1) hour. If such notification is not made, the original report time and commencement of duty will remain unchanged.

H. RELEASE TIME

1. In domicile and away from domicile, a Line Holder's duty shall terminate at fifteen (15) minutes after the actual block-in time of the last leg of that duty period. For a Reserve Flight Attendant, duty shall terminate at the time provided to the Flight Attendant by Crew Scheduling.
2. At no time will a Line Holder be required to check out after the conclusion of a trip.
3. Release times will not be reduced to accommodate contractual crew rest and duty periods.

I. INTERNATIONAL DESTINATIONS

1. The report time and commencement of duty in an International destination will begin forty-five (45) minutes prior to departure time.
2. If the termination of duty is in an International destination, the release time shall be fifteen (:15) minutes after the actual block-in time of the last leg of that duty period.

J. FLIGHT ATTENDANT CONTACT

1. A Flight Attendant on a rest period shall not be contacted prior to ninety (90) minutes before his/her originally scheduled report time.
2. A Flight Attendant on a rest period subsequent to flying a CDO (high speed) trip will not be contacted between one (1) hour after release time and one (1) hour prior to his/her next report time, unless requested by the Flight Attendant.
3. Nothing shall prevent the Company from attempting to contact a Flight Attendant in the case of an emergency or in an IROP situation where the Flight Attendant must be notified of a change or emergency situation immediately.

K. MEETING DUTY TIME

A Flight Attendant will be considered on duty for all Company requested meetings.

L. CALL-IN-HONEST

1. A Flight Attendant will not be disciplined as a result of failure to appear for scheduled flight duty provided the conditions of the Company Call-In Honest policy are met, and the Flight Attendant has not exceeded two "Call-In Honest" events within the previous rolling 12 month period.
2. A Flight Attendant who fails to appear for scheduled flight duty, whether the Flight Attendant meets or does not meet the requirements of the Call-In Honest provisions outlined by the Company, will have his/her guarantee adjusted downward by the amount of flight hours missed.
3. To use the Call-In-Honest policy the Flight Attendant must have listed and checked in for at least two viable options for travel, either of which were cancelled or overbooked. Both options must be scheduled to arrive at least one hour (60 minutes) prior to scheduled report time. Options can include any air carrier. To consider a flight viable, the Flight Attendant must take into consideration known passenger loads, weather and operational delays at the airport of departure and destination. The Flight Attendant will make every effort to report for duty on time by allowing additional time if necessary.
4. The Flight Attendant must keep their boarding pass(es) issued at the airport for verification.
5. The Flight Attendant must provide the Call-In-Honest details of the travel attempts including flight numbers, flight times, boarding passes and reasons for not being boarded to a Regional Crew Manager. The details must be submitted no later than the beginning of the next trip assignment in order to validate the Call-In-Honest event.
6. At least 60 minutes prior to the last flight, the Flight Attendant will call Crew Scheduling to coordinate their flight plans with the Crew Scheduler on duty.
7. The Flight Attendant must continue to report for trip assignment and keep scheduling abreast of the situation unless advised differently by crew scheduling.
8. A Flight Attendant must meet with their Regional Crew Manager to review their use of the "Call-In-Honest" policy under the following circumstances:
 - a. The Flight Attendant uses the "Call-In-Honest" policy 2 times in a rolling 12- month period.
 - b. The Flight Attendant fails to use or misuses the "Call-In-Honest" policy.
 - c. Flight Attendants must comply with all departmental and Company policies regarding pass travel.

Section 6 – Hours of Service

9. If the Flight Attendant uses the Call-In-Honest policy correctly, no action will be taken. If the Flight Attendant fails to use, misuses or exceeds the number allowed in the policy, the Flight Attendant's use of the Call-In-Honest policy may be suspended.
10. Flight Attendants must comply with all departmental and Company policies regarding pass travel.

SECTION 7 – SENIORITY

A. SENIORITY LIST

1. Flight Attendants shall be listed on the Endeavor Air Flight Attendant Seniority List ("Seniority List") in chronological order, according to their seniority date, with the earliest date being listed first.
2. A Flight Attendant's seniority date with the Company shall commence on the date on which the Flight Attendant candidate in a new hire class begins the new hire Initial Training Program.
3. Seniority numbers will be assigned to Flight Attendants within a new-hire class in the following order: Company transferees will be assigned the lowest seniority numbers within the class, in order of their most recent date of employment with the Company, then new-hires in the class will be assigned seniority numbers on the basis of the last four digits of each individual's social security number. Individuals with the higher numbers will be assigned the lowest seniority numbers. New-hires with identical last four digits of their social security numbers, and transferees with identical employment dates, will determine their relative placement by drawing numbers.
4. When a Flight Attendant has had prior Company service immediately contiguous to his/her Flight Attendant seniority date, the Flight Attendant's preceding hire date with the Company shall be used for the purpose of non-revenue boarding priority, 401(k) service and length of service for vacation accrual.
5. Seniority will govern all of the following, but will not be limited to, bidding rights pursuant to Section 5, vacation preferences pursuant to Section 14, displacement, furlough and recall pursuant to Section 9, filling of positions pursuant to Section 8, travel privileges pursuant to Section 4, and as otherwise stated in this Agreement.

Training Exception: The Company may assign a Flight Attendant requiring training to the position on the aircraft necessary to allow the Flight Attendant to complete such training regardless of whether the other working flight attendant is more senior. Upon completion of any segment(s) on which a Flight Attendant in training is assigned by the Company to a specific position, the more senior Flight Attendant may choose her position on the aircraft.

B. SENIORITY LIST PROTESTS

1. The Seniority list shall be updated and posted on-line monthly before bid session begins. The list shall contain the names of all Flight Attendants, including both full-time and part-time, and state whether they are active or inactive, and their seniority number. A System Wide Seniority list will also be available on-line and updated quarterly. This list shall contain the names of all Flight Attendants, including both full-time and part-time, and will include their seniority number and seniority date.
2. A Flight Attendant shall be permitted a period of thirty (30) days after the posting of the Seniority List to protest to the Company any omission or error to his/her seniority listing. A Flight Attendant who is on furlough or leave of absence in excess of thirty (30) days, shall have thirty (30) days following his/her return to file a protest. Any protest must be

Section 7 – Seniority

written and must be submitted to the Director of Inflight or his/her designee, with a copy to the MEC President, setting forth the specifics of the alleged error, omission or incorrect positing which affected their seniority. The protest should include the employee's name, seniority date and number as published.

3. Failure to protest to the Company any such alleged omission or incorrect posting within thirty (30) days after the issuing or posting of the seniority list upon which the alleged omission originally appeared shall preclude a Flight Attendant from protesting same. A Flight Attendant may file only one (1) protest over the same issue. At the end of the protest period, the Director of Inflight, or his/her designee, shall review the protests with the MEC President, or his/her designee. The parties shall attempt to agree on the validity of the disputed information and a resolution. The Company shall advise the Flight Attendant, with copy to the MEC President, why the protest is denied or upheld. The Union retains the right to file a grievance over the response to the protest. The exclusive remedy shall be the correction of the Seniority List on a prospective basis, and no Flight Attendant shall be entitled to any pay or monetary relief.

C. PROBATION

1. Each Flight Attendant will be on probation for the first one hundred and eighty (180) days of active service with the Company as a Flight Attendant. Probation shall commence on a Flight Attendant's seniority date.
2. During a Flight Attendant's probationary period, the Company may warn, suspend or discharge such Flight Attendant and the Flight Attendant shall have no recourse within the grievance or System Board procedures.

D. SENIORITY CHANGES

1. A Flight Attendant will forfeit all employment and seniority rights and his/her name shall be removed from the Seniority List if he/she resigns, is discharged, or declines or fails to return from furlough or leave of absence. A Flight Attendant who voluntarily transfers to another department within the Company will lose all seniority and longevity and will have his/her name removed from the Seniority List after nine (9) months, unless he/she resigns or is discharged earlier.
2. A Flight Attendant, who transfers to an Inflight supervisory position, or to a training position, shall retain and continue to accrue seniority and longevity. A Flight Attendant accepting such a position loses his/her right to representation by the bargaining unit.
3. A Flight Attendant returning to the line from an Inflight supervisory position, or training position, which was obtained pursuant to paragraph D.2. above, shall exercise his/her seniority to fill any vacancy at any domicile, or may return to the domicile base held prior to such assignment provided that no Flight Attendant is displaced as a result.

SECTION 8 – FILLING OF POSITIONS

A. PERMANENT POSITIONS

1. A permanent position is a position expected to last for more than three (3) months, except a permanent position shall not be created for pregnancy leave, medical leave, or other approved leave. A permanent position may be either full-time or part-time. When the Company determines that there should be a new permanent position or that a vacated permanent position should be filled it will announce such position for bid. The announcement shall state the domicile, number of positions available, their effective date and be posted via CrewTrac message to all Flight Attendants and in each domicile crew lounge for a period of no fewer than seven (7) calendar days.
2. Flight Attendants shall be allowed to submit a permanent bid and shall have the right to change their permanent bid any time prior to the vacancy bid closing. The Company shall establish guidelines under which bid forms are to be completed. An On-line permanent bid form will be made available to the Flight Attendants. The on-line form may be submitted at any time and will remain on file with the Company until it is requested to be removed or changed by the Flight Attendant.
3. When a part-time Flight Attendant position is available, full-time Flight Attendants shall be provided the opportunity to transfer to such positions in system seniority order prior to the Company hiring an external applicant. When a full-time Flight Attendant position becomes available, part-time Flight Attendants shall be permitted to transfer to such position in system seniority order prior to the hiring of an external applicant.
4. The Company will award permanent positions from the Permanent bid file, in system seniority order. If there are insufficient bidders, the Company may assign positions in reverse seniority order or assign them to newly hired Flight Attendants. Awards/assignments shall usually be posted in two (2) business days, but no later than five (5) calendar days after the close of bidding for positions. The Company may cancel a position at any time prior to its award and posting.
5. A Flight Attendant who is awarded a permanent position must remain in that position, and will not be eligible for an award to a different position, for a period of three (3) months, unless released earlier by the Company. In the case of a new domicile that has opened in the last twelve (12) months, a Flight Attendant who is awarded a permanent position must remain in that position, and will not be eligible for an award to a different position, for a period of six (6) months, unless released earlier by the Company. A Flight Attendant will be allowed a maximum of two (2) domicile transfers per rolling twelve (12) month period.
6. The affected Flight Attendants must be sent written notification from the Company, via a CrewTrac message, of the vacancy award/assignment, at the time of the posting.
7. A Flight Attendant awarded or assigned a permanent position, shall be given no fewer than twenty (20) days unless extenuating circumstances, then it may be reduced to no fewer than fourteen (14) days-notice in writing from date of the award/assignment to report to the new domicile.
8. Crew Scheduling shall provide a minimum of five (5) of the awardee's days off

Section 8 – Filling of Positions

consecutively within the first thirty (30) day period after written notification of the vacancy award to relocate his/her primary residence to his/her new domicile. It is the Flight Attendant's responsibility to be available at his/her new domicile from the first day of his/her report date regardless of whether he/she has actually relocated his/her primary residence.

9. Permanent positions shall be filled by Flight Attendants who are active and available or who are anticipated to be active and available at the time of the effective date of the position or within sixty (60) days. The Company may require satisfactory documentation of availability.

B. TEMPORARY POSITIONS (TDY)

1. A temporary position is a position expected to last fewer than three (3) months. A temporary position may be either full-time or part-time.
2. When the Company determines that there should be a new temporary position or that a vacated temporary position should be filled, it will announce such position for bid. The announcement shall state the domicile(s), number of positions available, their effective date and be posted via CrewTrac message to all Flight Attendants and on paper in each domicile crew lounge for a period of no fewer than seven (7) calendar days. The timing of the TDY Bid and Award shall be as follows:
 - 5th of the preceding month = TDY Bid Opens
 - 8th of the preceding month at 1200CT = TDY Bid Closes
 - 10th of the preceding month at 1200CT = TDY Bid Award Published
3. Active and available Flight Attendants shall be allowed to submit a temporary bid and shall have the right to change his/her temporary bid any time prior to the vacancy bid closing. The Company shall establish guidelines under which bid forms are to be completed.
4. The Company will award temporary positions from the bids submitted for the temporary vacancy, in system seniority order of active and available Flight Attendants. Bids for Permanent vacancies will not be used to fill temporary vacancies. If there are an insufficient number of bidders, the Company may assign temporary positions in reverse seniority order or fill the positions with newly hired Flight Attendants. Awards/assignments shall be posted in two (2) business days, but no later than five (5) calendar days, after the end of the posting period.
5. A Flight Attendant holding a temporary position shall bid a line in the temporary domicile.
6. The affected Flight Attendants must be sent written notification, via CrewTrac message, of the vacancy award at the time of the posting.
7. A Flight Attendant filling a temporary position away from his/her domicile and residence, will be paid per diem expenses and receive lodging in accordance with this Agreement for the full duration of the temporary assignment.
8. A Flight Attendant filling a temporary position away from his/her domicile will be deadheaded from his/her domicile to the temporary domicile at the beginning and end of the temporary assignment.

Section 8 – Filling of Positions

9. In the event of operational necessity, the Company may post a TDY vacancy, at a particular domicile(s) in an effort to increase the number of Flight Attendants at a different domicile(s). The vacancies will be awarded in domicile seniority order or involuntarily assigned in reverse domicile seniority order.

C. OPENING AND CLOSING OF DOMICILES

1. If possible, the Company shall advise the Union and the Flight Attendants of its decision to open or close domiciles at least sixty (60) days prior to the effective date.
2. If, during the terms of this Agreement, the Company chooses to open additional Flight Attendant domiciles, the following rules shall apply:
 - a. If possible, the Company will notify the Union in writing at least sixty (60) days prior to the opening of a Flight Attendant domicile.
 - b. The Company will announce the new domicile vacancies via CrewTrac message to all Flight Attendants and post it, in writing, at each domicile crew lounge for a period no fewer than seven (7) calendar days. The announcement shall state the new domicile location, number of positions available, their effective date, and any other relevant information.
 - c. All voluntary transfers to the new domicile will be awarded in seniority order of active and available Flight Attendants, system wide, from the new domicile bid awards on file. Any remaining vacancies in the new domicile will be filled in reverse seniority order, system wide, or awarded to new hire Flight Attendants.
 - d. Vacancy awards for the new domicile must be posted at each domicile crew lounge in two (2) business days, but no later than five (5) calendar days, after the closing of the bids. The affected Flight Attendants must be sent written notification, via CrewTrac message, of the vacancy award at the time of the posting.
 - e. A Flight Attendant who is awarded or assigned a permanent position at a new domicile shall be given no fewer than twenty (20) days, unless extenuating circumstances exist, then it may be reduced to no fewer than fourteen (14) days from the vacancy posting to report to the new domicile.
3. If, during the terms of this Agreement, the Company chooses to close, or reduce the number of Flight Attendants in a domicile by more than twenty-five percent (25%) in a thirty (30) day period, the following rules shall apply:
 - a. If possible, the Company will notify the Union in writing at least sixty (60) days prior to the closing of a domicile or the reduction of the number of Flight Attendants at a domicile by more than twenty-five percent (25%) in a thirty (30) day period.
 - b. In the event that a reduction of Flight Attendants by more than twenty-five percent (25%) in a thirty (30) day period occurs in a domicile, this reduction will be posted by the Company as a domicile bid at least sixty (60) days prior to the effective date of the reduction, if possible.
 - c. If an insufficient number of Flight Attendants bid to leave the affected domicile, Flight

Section 8 – Filling of Positions

Attendants will be displaced in reverse seniority order.

D. HARDSHIP TRANSFERS

1. Requests for “Hardship Transfers” will be considered by the Director of Inflight on an individual basis, in accordance with the following:
 - a. Upon written request to the Director of Inflight, a Flight Attendant may request a “hardship transfer” from his/her awarded base to another base. The MEC President shall be notified of each request by providing to him/her the name of the Flight Attendant and the intended transfer base. If authorized by the requesting Flight Attendant, the Company shall provide a copy of all such requests and any supporting documentation to the MEC President, who may then provide any additional information relevant to the Flight Attendant’s request within five (5) business days.
 - b. The Director of Inflight will review the individual circumstances of each “hardship transfer” request and may, at his/her sole discretion, grant the Flight Attendant’s “hardship transfer” based upon a showing of undue hardship, exigent circumstances or emergency. The Company will advise the Flight Attendant and Association of its decision in writing within twenty-one (21) days of receiving the request.

NOTE: As a general matter, commuting difficulties, the increased cost of living, or the inability to hold a line or a preferred schedule at the Flight Attendant’s awarded base will not be considered grounds for undue hardship, exigent circumstances or emergency.

- c. “Hardship transfers” will be effective for the first full bid month following the approval of such transfer.
- d. “Hardship transfers” are not intended to replace the seniority-based awarding of permanent positions as set forth in this Section.
- e. Decisions relating to Flight Attendant requests for “hardship transfer” will be confidential, and given each individual Flight Attendant’s personal and family situations are unique, an approval or denial shall not be precedent with respect to another Flight Attendant’s request.
- f. A Flight Attendant who is approved for a “hardship transfer” to another base shall not cause the displacement of any Flight Attendant awarded a position in that base under this Section 8.
- g. “Hardship transfers” approved after the effective date of this Section may be granted for an initial period of up to six (6) months. The Director of Inflight may, at his/her discretion, extend the period of the transfer for an additional three (3) months upon a showing that the undue hardship, exigent circumstances or emergency has not been resolved; however, no “hardship transfer” under this section shall exceed nine (9) months for a single circumstance.

SECTION 9 – DISPLACEMENT, FURLOUGH AND RECALL

A. DISPLACEMENT AND FURLOUGH

1. Prior to furloughing Flight Attendants, the Company will offer an opportunity for voluntary furlough in seniority order, regardless of FT/PT status at the domicile being reduced. If sufficient Flight Attendants do not volunteer, the Company will post a notice of position reduction on the bulletin board in the domicile(s) affected, and on-line, for a minimum of thirty (30) days, if possible, prior to the effective date of the reduction. Notice of the position reduction will include:
 - a. The number of positions being reduced;
 - b. The effective date of the reduction;
 - c. The closing date for changing permanent bids prior to the reduction; and
 - d. The names of the Flight Attendants who will be displaced as a result of reduction of positions from the domicile.
2. A displaced Flight Attendant may bump the most junior Flight Attendant on the system. A displaced Flight Attendant who is too junior to bump the most junior Flight Attendant on the system will be furloughed.
3. A displaced or furloughed Flight Attendant shall be notified in writing at the last filed address or by personal delivery acknowledged in writing by the Flight Attendant.
4. A Flight Attendant who is displaced shall be given no fewer than twenty (20) days, unless extenuating circumstances, no less than fourteen (14) days' notice from the date of the displacement to report to the new domicile.
5. Crew Scheduling shall provide a minimum of five (5) days of a displaced Flight Attendant's days off consecutively within the thirty (30) day period after written notification of the displacement to relocate to his/her new domicile. It is the Flight Attendant's responsibility to be available at his/her new domicile from the first day of his/her report date regardless of whether he/she actually relocated.
6. A furloughed Flight Attendant shall maintain a current address on file with the Company throughout the furlough period. The Company will provide the Union with current addresses of furloughed Flight Attendants upon request.
7. A furloughed Flight Attendant shall maintain full pass travel privileges during the period of furlough to the degree they are available pursuant to pass travel policy, but no less favorable than any other non-management Endeavor Air, Inc. employee.

B. RECALL

1. A furloughed Flight Attendant who is subsequently recalled shall retain seniority but not longevity for the furlough period.
2. Flight Attendants will be recalled from furlough in domicile seniority order; that is, in

Section 9 – Displacement, Furlough and Recall

seniority order from the domicile which the Company is seeking to increase. If all furloughed Flight Attendants from a particular domicile decline recall, the Company will then offer, in system seniority order, furloughed Flight Attendants from other domiciles the opportunity to be recalled and transfer to the domicile that the Company is seeking to increase. If the Company is unable to fill the vacancies through recall, it may then hire new Flight Attendants to fill those vacancies.

3. The seniority and recall rights of a furloughed Flight Attendant will terminate if such Flight Attendant is not recalled within thirty-six (36) months of his/her last furlough.
4. A Flight Attendant will be notified of his/her recall in writing, by certified mail, return receipt requested at the last filed address or by personal delivery acknowledged in writing by the Flight Attendant. A Flight Attendant will have five (5) business days after delivery of the recall notice to notify the Company of his/her intent to return to work. Unless otherwise extended by the Company, a recalled Flight Attendant must report for work within fourteen (14) business days after the filing of his/her intent to return to work.
5. A furloughed Flight Attendant who fails to accept recall from furlough within the time limits above shall be considered to have resigned from the Company except that a furloughed Flight Attendant may decline a recall that would require transfer to another domicile without being deemed to have resigned.

SECTION 10 – LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. A non-probationary Flight Attendant, upon proper application to the Company, may be granted a personal leave of absence not to exceed one (1) year. Such leave may be extended at the discretion of the Company.
2. A Flight Attendant on personal leave will be removed from active service for the period of the leave.
3. A Flight Attendant on a personal leave will retain and accrue seniority. A Flight Attendant will retain and accrue longevity for a period up to thirty (30) days of an approved personal leave of absence.
4. A Flight Attendant is required to become current under FAR's before returning to work. Failure to pass training will result in dismissal.
5. A Flight Attendant on a personal leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.

B. MEDICAL LEAVE

1. A Flight Attendant who has exhausted sick leave, upon proper application to the Company including satisfactory medical evidence of inability to work, will be granted a medical leave of absence for a period of up to twelve (12) months. Upon request and based upon further satisfactory medical evidence, the Company may, at its discretion, extend the leave for an additional period, but in no case shall a medical leave exceed a total continuous period of thirty-six (36) months.
2. A Flight Attendant on medical leave of absence will retain and accrue seniority. A Flight Attendant will retain and accrue longevity for up to one year from the date of the beginning of the medical leave of absence.
3. A Flight Attendant on medical leave of absence shall be removed from active service for the period of the leave.
4. A Flight Attendant is required to become current under FAR's before returning to work. Failure to pass training will result in dismissal.
5. A Flight Attendant on a medical leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.

C. PREGNANCY, MATERNITY and PARENTAL LEAVE

Section 10 - Leaves of Absence

1. Pregnancy

- a. A pregnant Flight Attendant who is certified by her physician as unable to fulfill her duties will be granted a medical leave of absence in accordance with Section 10.B. above and applicable law. A Flight Attendant who is medically unable to perform flight duties pursuant to this paragraph will be eligible to receive accumulated sick leave and/or disability benefits on the same basis as any other illness or disability.
- b. A Flight Attendant who is pregnant and who has been placed on medical leave of absence in accordance with the preceding paragraph may be, upon request, considered for other available jobs for which she is qualified.

2. Maternity Leave

- a. Maternity leave expires one hundred twenty (120) days after the birth of the child. A Flight Attendant may request, and the Company may, at its discretion, extend the unpaid Maternity leave period to a maximum of one (1) year following the birth of a child. The Company may require the Flight Attendant to provide satisfactory documentation to support such request. Any maternity leave will be in compliance with state and/or federal law.
- b. A Flight Attendant on maternity leave of absence will retain and accrue seniority. A Flight Attendant will retain and accrue longevity for a period up to one year from the date of the beginning of the maternity leave of absence.
- c. A Flight Attendant on maternity leave of absence shall be removed from active service for the period of the leave.
- d. A Flight Attendant's health benefits shall continue in compliance with applicable state and/or federal law provided appropriate premiums are paid.
- e. A Flight Attendant may use earned vacation time during her period of maternity leave to the extent available, and may use accrued sick bank during her period of maternity leave during pregnancy, childbirth, surgery, hospitalization, related medical conditions or her illness while on leave.
- f. A Flight Attendant on maternity leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.

3. Parental Leave

- a. A Flight Attendant who becomes a parent as a result of the birth of a child, adoption of a child, or the placement of a child in his or her foster care will be granted a parental leave of absence in accordance with Company policy and any applicable state or federal law, whichever is more favorable.

Section 10 - Leaves of Absence

- b. In the event that parental leave is provided to another work group, a policy no less favorable will be offered to Flight Attendants. If the policy conflicts with Company policy or applicable state/federal law, the Flight Attendant will be entitled to the most favorable option of his/her choosing or as required by law.

D. MILITARY LEAVE

1. Flight Attendants who are members of the armed forces of the United States will be granted military leave in accordance with applicable military leave law. A copy of the Flight Attendant's orders must be submitted to the Company by the twentieth (20th) day of the month preceding service. If the orders are received after the twentieth (20th) of the preceding month, they shall be submitted to the Company within twenty-four (24) hours of receipt.
2. Flight Attendants on military leave must provide documentation on the duration of such leave in conjunction with applicable law.
3. Flight Attendants on military leave must advise Base Management when returning from Military leave.
4. Flight Attendants obligated to take short term military leave (such as weekend duty or two weeks' active duty) because of commitments to either the military Reserves or the National Guard will have all trips which conflict with the military obligation removed by the Company.
5. A Flight Attendant on military leave of absence will continue to have access to the Company website, CrewTrac accessibility, and all on-line training information.
6. A Flight Attendant on military leave will retain and accrue seniority and longevity.
7. Travel benefits for a Flight Attendant on military leave will be granted consistent with federal/state law and applicable pass travel policy.

E. BEREAVEMENT LEAVE

1. In the case of the death of an immediate family member (spouse, children, grandchildren, parents, grandparents, great grandparents, legal guardians, siblings, spouse's parents, step-parents, step-children, registered domestic partners, registered domestic partner's parents and registered domestic partner's children) a Flight Attendant will be allowed up to three (3) consecutive working days from scheduled flying, or other non-flying assignments, without loss of pay.
2. In lieu of the bereavement leave set forth in the preceding paragraph, a Flight Attendant may elect to take three (3) days off of his or her choosing within ninety (90) days of the family member's death provided the Flight Attendant submits his/her request in writing to his/her base manager prior to the bid opening for the month in which they are to be taken so the days can be treated as a pre-planned absence in the month the bereavement leave is to be taken.

Section 10 - Leaves of Absence

- a. A Flight Attendant may request and, at Company discretion, receive additional time off, however, each additional day granted which is on a previously scheduled duty day will cause the Flight Attendant's monthly guarantee to be adjusted downward by three and three quarters (3.75) hours. If additional days are requested, the Flight Attendant may use earned vacation days, if available.
- b. A Flight Attendant on bereavement leave shall continue to accrue seniority and longevity and be considered in active service with travel benefits consistent with applicable pass travel policy.

F. JURY DUTY LEAVE

1. A Flight Attendant who is summoned to jury duty shall notify the Company as far as possible in advance of the scheduled jury duty. The Company will be notified immediately after release from jury duty so that the Flight Attendant may return to the flight schedule.
2. A Flight Attendant will be removed from work for jury duty without loss of pay, with proper documentation from the court. A Flight Attendant must provide the Company with a written statement from the court showing any court provided jury duty pay.
3. A Flight Attendant on jury duty leave shall continue to accrue seniority and longevity and shall be considered in active service with travel benefits consistent with applicable pass travel policy.

G. FAMILY AND MEDICAL LEAVE ACT ("FMLA")

1. A Flight Attendant, upon proper application, shall be granted leave under FMLA, according to its terms and the policies and procedures set up within the Company to comply with FMLA as listed in the current Employee Handbook located on the Company website.
2. A Flight Attendant will not be required to use his/her vacation in conjunction with FMLA.

H. EMERGENCY LEAVE

When a member of a Flight Attendant's immediate family suffers a serious emergency illness requiring hospitalization, the Company will, upon request, remove the Flight Attendant from the trip and return him/her to domicile, via deadhead on the first space available on line scheduled flight. The Flight Attendant's guarantee will be adjusted downward by the amount of flight time removed. A Flight Attendant on such emergency leave will be considered in active status and will continue to accrue seniority and longevity, with travel benefits consistent with applicable pass travel policy.

I. GENERAL

Section 10 - Leaves of Absence

1. A Flight Attendant returning from leave of absence will notify the Company of his/her availability and will be returned to flight status within five (5) business days of the Flight Attendant providing all necessary documentation to be released back to full duty. A returning Flight Attendant requiring training to bring his/her qualifications current will be assigned to such training at the first available scheduled training session. If training is not available in domicile within fourteen (14) days of return, the Company will schedule training at another domicile or location, if one is available.
2. A Flight Attendant who has been on leave will return to his/her previous permanent position. The Flight Attendant will not be paid until qualified and eligible for flight duty.
3. In the event that the Company provides any non-management, non-pilot employee group with paid medical coverage during any leave of absence, Flight Attendants will also be provided the same benefit.
4. A Flight Attendant shall continue to accrue for vacation and sick leave for the first thirty (30) days of any leave of absence pursuant to Section 10 of this Agreement, and will resume upon return to active employment.
5. A Flight Attendant will be allowed pass travel privileges while on a leave of absence upon proper application to the Company, consistent with applicable pass travel policy, but on no less favorable terms than any other Endeavor Air employee group.

SECTION 11 – HEALTH, SAFETY AND SECURITY

A. PHYSICAL EXAMINATIONS

1. If the Company questions the fitness of a Flight Attendant, the Company may require such Flight Attendant to submit to a physical examination by a Company designated physician in order to determine his or her fitness for duty. The Company will give the Flight Attendant written notice of his/her need to undergo a physical examination. The examination will be by a Company-designated doctor, located closest to the Flight Attendant's assigned domicile, and the Flight Attendant will be furnished with a copy of the doctor's report following the examination. The Company will pay for the cost of such physical examination.
2. A Flight Attendant who is found unfit to perform his/her duties as a Flight Attendant may, at his/her option, have a review in the following manner:
 - a. The Flight Attendant may employ a qualified doctor of his/her own choosing and at his/her own expense, to conduct a physical examination for the same purposes as the Company directed examination as soon as possible.
 - b. A copy of the findings of the Flight Attendant's doctor shall be furnished to the Company within seven (7) days following receipt of the report from the Flight Attendant's doctor. If the findings verify the Company doctor's findings or if the Flight Attendant fails to furnish such report within said time, no further review of the case shall be afforded.
 - c. If the findings of the Flight Attendant's doctor are timely filed with the Company and they disagree with the findings of the Company doctor, the Company will, at the written request of the Flight Attendant made at the time of the submission of the findings, ask that the two (2) doctors agree upon a third neutral doctor (preferably a specialist) within seven (7) days to conduct a further examination.
 - d. The neutral doctor shall then promptly make a further examination of the Flight Attendant and the case shall be settled on the basis of the third doctor's findings.
 - e. The cost of the third neutral doctor shall be paid up front by the Company. If the Flight Attendant is found unfit to perform his/her duties as a flight Attendant following the examination, said Flight Attendant will reimburse the Company the costs associated with the examination. Copies of such doctor's report shall be furnished to the Company and the Flight Attendant.
3. Deadlines may be extended upon mutual agreement of the Company and the Flight Attendant.
4. When a Flight Attendant is removed from flying status by the Company as a result of being found unfit to perform his/her duties as a flight Attendant following the Company physical examination, and he/she appeals such action under the provisions of this Section, he/she shall, if such action is proven unwarranted as provided in this Section, be paid for lost wages from the time he/she was removed from flying status until the time

Section 11 - Health, Safety and Security

he/she is reinstated to flying status. If a Flight Attendant requested an extension of the time limits, the Company payment obligation will be reduced by the length of time of the extension.

B. GENERAL HEALTH AND SAFETY

1. The Company recognizes the importance of health and safety to Endeavor Air, Inc. Flight Attendants and agrees to the recognition and utilization of the MEC Air, Health, Safety, and Security Chair, appointed by the Union.
2. The Company will provide de-identified weekly O.J.I. detail reports to the MEC Air, Health, Safety, and Security Chair, or his/her designee. The Company will supply the results of any health or safety surveys conducted which affect Flight Attendants as they become available to the Company. The Chair will make written recommendations to the Company's Director of Safety.
3. The Company and the MEC Air, Health, Safety, and Security Chair shall meet quarterly, or at other times by mutual agreement, to discuss matters relating to Flight Attendant safety.
4. The Company shall provide a safe and healthy work place in compliance with applicable laws and regulations.
5. Air contamination and noise level information, if monitored by government agencies and furnished to the Company, will be furnished to the MEC Air, Health, Safety, and Security Chair.
6. Universal Precautions Kits will be available on all Company aircraft for emergency use by the Flight Attendant in flight. A flight will not be delayed or canceled due to the lack of a Universal Precautions Kit. Universal Precautions Kits will be replaced as soon as possible.
7. In the event that a Flight Attendant is exposed to a Blood borne Pathogen or Other Potentially Infectious Material (OPIM) while on duty, the Company will offer testing and treatments recommended by the treating physician, at no cost to the Flight Attendant, within twenty-four (24) hours after the exposure, as outlined in the Company's Universal Precautions Plan.
8. The Company will maintain aircraft environmental systems to FAA standards. A Flight Attendant who is scheduled to work on an aircraft with environmental systems that have been deferred will be notified of the problem prior to its first flight and all flights thereafter, until the malfunction is repaired.
9. Upon presentation of receipts, the Company will reimburse a Flight Attendant for the cost of any vaccinations and/or Immunizations required to perform his/her duties as a Flight Attendant.
10. The Company shall supply plastic gloves on all Company aircraft for use by the Flight Attendants for the purpose of collecting trash, service items and other items discarded by the passengers during flight. A flight will not be delayed or canceled due to a lack of available plastic gloves.

11. In circumstances where a Flight Attendant is the victim of assault while performing his/her job duties or on a layover, it may be necessary for the Flight Attendant to meet with law enforcement authorities and appear as a witness in criminal proceedings. Flight Attendants in that situation will be removed from the necessary trips and paid one hundred percent (100%) for all flying missed. The Flight Attendant will receive positive space, round trip travel, and if an overnight stay is required, the Company will provide single occupancy hotel accommodations and per diem will be earned for all time spent away from the Flight Attendant's domicile. A Flight Attendant requiring such time off will provide the Company with as much advance notice as possible. Time spent in court will be considered days worked with regard to minimum days worked requirements.

C. AIRCRAFT ACCIDENTS

1. A Flight Attendant who is involved in an NTSB defined aircraft accident, or serious incident, who so requests, will be relieved from duty and receive full pay for the remainder of the trip. Such Flight Attendant will be given deadhead on-line transportation to return to domicile on the first available scheduled flight, following a debriefing of the situation and any required participation in an agency or law enforcement investigation, if necessary.
2. The following situations will qualify as an aircraft accident or incident:
 - a. "Aircraft accident" means an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.
 - b. Serious injury to a Flight Attendant; "Serious injury" means any injury which:
 - i. requires hospitalization for more than forty-eight (48) hours, commencing within seven (7) days from the date the injury was received;
 - ii. results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
 - iii. causes severe hemorrhages, nerve, muscle, or tendon damage;
 - iv. involves any internal organ; or
 - v. involves second or third degree burns, or any burns affecting more than five percent (5%) of the body surface.
 - c. An evacuation of an aircraft in which an emergency egress system is utilized;
 - d. Inflight fire or smoke on board resulting in injuries to a Flight Attendant;
 - e. Rapid decompression of the aircraft resulting in the use of emergency oxygen;
 - f. Severe turbulence resulting in injuries to a Flight Attendant.

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3. The Company shall notify the MEC President of an incident or accident that is known at the time to be reported to the NTSB, as part of the Company's initial emergency response notification procedure. The MEC Air, Health, Safety, and Security Chair, or his/her designee, may attend any hearings or investigations. The Company shall also provide the MEC President with copies of Flight Attendant written reports of such incident or accident.
4. The MEC Air, Health, Safety, and Security Chair, or his/her designee, may attend government required emergency evacuation demonstrations or partial demonstrations for any new aircraft type that the Company plans to operate. The MEC Air, Health, Safety, and Security Chair, or his/her designee, will be provided positive space transportation where allowed under the Company's applicable pass travel policies to attend such meetings.

D. SECURITY

1. Flight Attendants will be provided with secured employee parking areas in domicile, or temporary domicile, if reasonably available.
2. The Company will take due care to prevent unauthorized distribution of a Flight Attendant's phone number, address, position or trip information.

E. FATIGUE

1. It is the Flight Attendant's responsibility to report properly rested and prepared for all assignments. It is understood that there will be times and circumstances in which Flight Attendants may become fatigued to the extent that alertness and/or performance becomes a safety of flight concern. In situations where fatigue could create an unsafe operation, it is the Flight Attendant's responsibility to remove themselves from, or decline, the duty assignment. It is Company policy to remove a Flight Attendant from a flight assignment once a claim of fatigue is made. All claims of fatigue will be subsequently reviewed to ascertain and/or validate the cause(s).
2. In the event the fatigue event is accepted, the Flight Attendant shall suffer no loss of pay associated with the removed flying, and the Company shall make the Flight Attendant whole for any pay lost in conjunction with the fatigue event.
3. The Company may not take any disciplinary action against the Flight Attendant for an accepted fatigue event.
4. A Flight Attendant may use available sick time to cover flight time lost due to a rejected fatigue claim. A Flight Attendant who uses sick time to cover a rejected fatigue event shall be deemed to have called in sick for the missed flying for all purposes under this Agreement.

F. IMMEDIATE RELEASE FROM DUTY

A Flight Attendant who is injured in the line of duty and unable to perform flight duties or who is involved in an aircraft accident, who so requests, will be relieved from duty. Such Flight Attendant will be given a deadhead flight on-line transportation to return to domicile on the first scheduled flight, if the Flight Attendant is medically able to fly.

G. EMERGENCIES

1. In the event of a family emergency, Crew Scheduling and/or Inflight Management will contact the Flight Attendant according to his/her contact numbers listed in the personal Flight Attendant profile.
2. In the event of an aircraft emergency that requires an immediate debriefing of the Flight Attendant by the Company, the Flight Attendant shall be pay protected for any flying missed. The Flight Attendant will be removed from the remainder of the trip at the discretion of the Director of Inflight, or the on-call Duty Manager, if the Director of Inflight is not available. If the Flight Attendant requests to be removed from the remainder of the trip the request shall be granted and he/she will be pay protected for any flying missed.

SECTION 12 – TRAINING

A. INFLIGHT RECURRENT TRAINING (IRT)

1. IRT Scheduling

- a. IRT training shall be scheduled in accordance with the following:
 - (1) A Flight Attendant scheduled for IRT will be notified by the Company of such training three (3) months prior to the event, via the published monthly bid package. The training information will include the location, time and information needed to fully prepare the Flight Attendant for such training.
 - (2) A Flight Attendant scheduled for IRT will have the opportunity to bid electronically three (3) months in advance for the class dates they would like to attend. Flight Attendants scheduled for IRT will be notified in writing, via the published monthly bid package, CrewTrac message or a note in his/her v-file, with information regarding the IRT bidding period and process. Class dates will be assigned by seniority and will be posted two (2) months prior to the month in which the training is scheduled, via the published monthly bid package. A Flight Attendant who fails to bid will be assigned a class date by the Company.
 - (3) IRT dates will not be scheduled on any Company holiday or between December twenty-fourth (24th) and January first (1st).
 - (4) A Flight Attendant will be given at least thirty (30) days of advanced access to all applicable on-line training materials prior to attending IRT. A Flight Attendant may waive the thirty (30) day requirement if she/he so chooses.
 - (5) A Flight Attendant unable to attend IRT during his/her scheduled month due to a leave of absence, will coordinate his/her training with his/her Base Manager.
- b. Upon request, the Company will meet quarterly with the Union to discuss training matters of concern to both parties and planned or anticipated changes to the training curricula.
- c. The Company will not schedule any training to exceed eight (8) hours per day, and in no case will training exceed ten (10) hours on any day, excluding any breaks.
- d. All Flight Attendant classroom training dates, whether scheduled or unscheduled, will be considered days worked with regard to monthly minimum days worked requirements.
- e. A Flight Attendant shall not be required to return while on vacation or leave of absence to attend training, except as may be required to resume duty following a leave, unless first agreed to by the Flight Attendant. A Flight Attendant, who attends IRT during a scheduled vacation, as outlined above, will receive pay for the vacation days, in addition to pay for all training days completed during the vacation period. These vacation days will be considered used and may not be rescheduled in the

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future.

- f. A Regular or Reserve Flight Attendant will not have training scheduled in a way that would bring him/her below minimum days off for the month as outlined in Section 5.d.2.
- g. A Flight Attendant who is unable to attend scheduled IRT due to illness or tardiness will be scheduled for the next available IRT class. If the Flight Attendant becomes unqualified, prior to the next available IRT class, the Flight Attendant will have his/her monthly guarantee adjusted downward for the value of the lost trips.

2. IRT and Travel Pay/Credit

Except for new-hire training,

- a. A Flight Attendant shall receive four hours (4.0) pay credit, but no schedule credit, for each day spent in either IRT or training required for a new aircraft type.
- b. A Flight Attendant shall receive four hours (4.0) pay and schedule credit for other required customer service training (e.g., Experience).
- c. A Flight Attendant who is required to travel from his/her Domicile or from his/her permanent address on file with the Company for any required training will be provided Deadhead transportation to and from the training location. Pay and Credit for such travel shall be handled as follows:
 - (1) If the Flight Attendant is provided deadhead travel to or from training on the same day on which the training takes place, the Flight Attendant shall receive 100% pay for the scheduled credit value of the deadhead flight(s), in addition to the four (4.0) hours of pay set forth paragraph B.2.a. above,
 - (2) If the Flight Attendant is provided deadhead travel to or from training on the day before such training starts, or the day after it is completed, he/she will receive the greater of 100% pay for the scheduled credit value of the deadhead flight(s), or the applicable minimum day pay credit set forth in Section 18.F.

3. Miscellaneous IRT Pay Issues

- a. A Flight Attendant may be removed from training and assigned to flying if it is necessary to avoid a flight cancellation. If a Flight Attendant is assigned to flying after completing five (5) hours or more of training, he/she shall receive four (4) hours of training pay in addition to any hours flown. If the Flight Attendant is extended beyond the original release time of the training, the Flight Attendant shall be paid as an extension for all flying performed beyond the original release time.
- b. A Flight Attendant will not be required to pay for any training or training materials.
- c. IRT classroom training will be treated as a legal duty day. Legal crew rest must be scheduled before training. If a Flight Attendant is removed from flying to receive legal crew rest before the scheduled training, the Flight Attendant will receive one hundred percent (100%) pay for all lost flying.

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d. For pay purposes, a sick call on a training date will have a credit of four (4) hours.

4. IRT Per Diem and Hotels

A Flight Attendant will earn per diem for all time spent away from his/her domicile to attend training. A Flight Attendant domiciled in a location that provides training will earn per diem for all time spent in training. If an overnight stay is required, the Company will provide a single occupancy hotel room paid for by the Company. If a Flight Attendant is domiciled in a training location but has a permanent address on file with the Company that is fifty (50) miles or greater from the training facilities she/he will be provided, upon request, the same single occupancy hotel room paid for by the Company that would be provided to a Flight Attendant not domiciled in a training location.

5. Distance Learning/Home Study/LMS

Distance learning and Home Study training that is required by the Company to comply with FAA requirements, but does not involve formal classroom training will be paid at fifty percent (50%) of the FAA credit hours for each one (1) hour of FAA training. Home Study Training will be paid above guarantee for all Regular and Reserve Full time Flight Attendants.

A Flight Attendant who becomes unqualified due to Company convenience (i.e., canceled training or removal from training for the purpose of flying) and cannot be rescheduled into another training class, he/she shall receive pay and credit for all flying removed as a result of the unqualified status until he/she can be rescheduled and qualified.

6. IRT Failures

A Flight Attendant who fails to pass IRT, or fails to successfully complete any segment of the IRT, will be given additional training. The Company will review the circumstances and determine whether to discontinue training or authorize additional training in a specific subject area prior to any action being taken against the Flight Attendant. If the Flight Attendant is unable to demonstrate satisfactory performance, after retraining as outlined above, the Flight Attendant's continued employment will be at the Company's discretion. The Flight Attendant may grieve the Company's decision.

B. SAFA FLIGHT ATTENDANT INSTRUCTORS

1. Notices of opportunities for SAFA Flight Attendant Instructors will be sent to all Flight Attendants via CrewTrac, or similar electronic means, fourteen (14) days in advance, unless extenuating circumstances exist.
2. If a SAFA Flight Attendant Instructor is required to teach or attend a meeting at a location other than the Instructor's assigned domicile, the Company will provide deadhead travel to and from the location of the training or meeting. If an overnight stay is required, the Company will provide single occupancy hotel accommodations, paid by the Company.
3. A SAFA Flight Attendant Instructor's training day will be treated as a legal duty day. The

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Instructor must receive legal crew rest before the training day.

4. A calendar day spent in training by a SAFA Flight Attendant Instructor will be considered a day worked for minimum days worked requirements.
5. An active Flight Attendant who performs duties as a SAFA Flight Attendant Instructor will continue to accrue seniority and longevity.

C. CHECK FLIGHT ATTENDANTS (CFA)

1. A Check Flight Attendant (CFA) is a Flight Attendant who is designated by the Company to perform Initial Operating Experiences (IOE), Quality Assurance Rides (QAR), and other non-flying duties as assigned by the Company.
2. The primary objective of the Check Flight Attendant (CFA) is to ensure line standardization and compliance with regard to all Inflight Service policies and procedures, FAA and other applicable government regulations.

D. QUALITY ASSURANCE RIDES (QAR'S)

1. A Flight Attendant must receive a written copy of all QAR forms within two (2) business days after the completion of a performed QAR. A Flight Attendant will be allowed the opportunity to add a written response to the QAR, to be placed on file with the Flight Attendant's performance evaluation. The purpose of the QAR is to be evaluative and/or corrective in nature, not disciplinary; therefore, minor rule infractions or minor service issues observed during a QAR will not result in discipline.
2. A CFA will only conduct a QAR or IOE on an aircraft in which he/she is trained and qualified.

E. GENERAL

1. The Company will train and qualify all Flight Attendants on all Company operated aircraft based in his/her domicile.
2. If the Company requires a Flight Attendant to complete any type of additional training or continued education, the Company will notify the Union of such training, prior to implementation.
3. A Flight Attendant who completes any type of Aircraft Qualification training whether voluntarily or Company required, will have his/her qualifications updated within five (5) business days after the date of completion.
4. A Flight Attendant returning to active duty who is required, by the FAA or the Company, to attend Initial Flight Attendant Training in order to maintain his/her Flight Attendant qualifications, will be entitled to pay equal to four (4) hours per day of training, at his/her applicable hourly flight pay.

SECTION 13 – SICK LEAVE

A. SICK LEAVE ACCRUAL

1. Beginning with the first full month of active service, Flight Attendants will accrue sick leave credit as follows:
 - a. A Full-time Flight Attendant will accrue sick leave credit for each full month of active service as a Flight Attendant as follows:
 - (1) Effective 03/31/2020, four (4.0) hours.
 - b. A Part-time Flight Attendant will accrue sick leave credit for each full month of active service as follows:
 - (1) Effective 03/31/2020, one and one-half (1.5) hours.

A Flight Attendant on non-active service will maintain, but not accrue, sick leave credit.
2. The sick leave bank will not be capped by the Company for any reason.
3. When a Flight Attendant's service with the Company is terminated for any reason, there will be no pay-out of accrued sick leave. If a Flight Attendant is furloughed, he/she will have accrued sick leave reinstated when the Flight Attendant returns from furlough and has his/her Company seniority reinstated.
4. A Flight Attendant's pay summary shall contain a sick leave bank balance. The Company will include the amount of sick leave accrued, and used year-to-date, as well as the remaining balance on the Flight Attendant's pay stub, equivalent computer pay stub system, or other electronic means.

B. USE OF SICK LEAVE

1. Sick leave may be used for a Flight Attendant's absence due to illness or injury, or as otherwise required by law. A Flight Attendant who uses sick time will be credited for the scheduled block hours missed to the extent the Flight Attendant's bank contains sufficient hours. A Flight Attendant who flies a portion of a trip will not be paid sick leave, or have hours deducted from his/her sick leave bank, for the portion of the trip flown. A Reserve Flight Attendant will be credited 3.75 hours per day of sick leave toward his/her monthly guarantee to the extent the Flight Attendant's bank contains sufficient hours.
2. If a Flight Attendant's sick leave bank does not have sufficient hours to cover the scheduled block hours missed, his/her applicable guarantee will be reduced by the deficit. A Flight Attendant's sick leave bank shall be debited for sick leave paid.

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3. A Flight Attendant who becomes ill away from domicile shall be considered on sick leave beginning the first leg he/she is unable to fly and ending upon return to his/her domicile.
4. Flight Attendants may call in sick for an entire trip or each day that he/she is unable to work. A Reserve Flight Attendant must call in sick for his or her reserve assignment. In the case of a series of reserve days, he or she may call in to advise Crew Scheduling that he or she is calling in sick for the entire series of reserve days or specific, consecutive days within the series. If a Flight Attendant is able to resume their trip, they must call Crew Scheduling to indicate they are well. The Flight Attendant will be offered to complete the remaining portion of his/her original trip. However, if the Flight Attendant is unable to be returned to his/her original trip due to operational reasons, or if his/her trip has been picked up by a line holder, the Flight Attendant will be either offered trips from Open Time, offered an airport reserve day with first rights, or be released at the Flight Attendant's option.
5. A Flight Attendant's sick leave pay will be offset by any worker's compensation benefits received. A Flight Attendant applying for such benefits shall promptly advise the Company of any such benefit received.
6. If a Flight Attendant receives a Missed Trip (MT) due to a late sick call (calling out within the Reserve call out time applicable to his/her Domicile) the Flight Attendant will be paid sick time from his/her sick bank equal to the amount of flight time or credit hours missed due to the late sick call. If the Flight Attendant does not have sick time in his/her sick leave bank, the Flight Attendant's guarantee will be reduced by the amount of flight time or credit hours missed. The Flight Attendant will receive a Missed Trip occurrence related to the late sick call for disciplinary purposes, but the Missed Trip will have no credit value.
7. A Flight Attendant may designate Open Time flown as sick leave fly-back credit up to the amount accrued prior to the sick leave taken. The Flight Attendant will receive per diem, but not receive pay. All sick leave fly-back credit will be straight time credit. If the value of the Open Time trip exceeds the amount needed to replenish the sick leave account, the Flight Attendant will be paid the difference.

C. USE OF SICK LEAVE AWAY FROM DOMICILE

1. When a Flight Attendant becomes ill or injured away from domicile, the Flight Attendant will be relieved from duty as soon as possible and returned to domicile via deadhead on the first available scheduled flight.
2. If a Flight Attendant's illness or injury while away from domicile also renders him/her medically unable to fly, his/her per diem shall continue to be earned and single occupancy hotel accommodations shall be provided by the Company until he/she is able to fly or return to domicile subject to a maximum of forty-eight (48) hours.
3. If the period of "not fit to fly" is lengthy, alternative deadhead means (i.e. automobile or train) will be considered.
4. A sick or injured Flight Attendant will not be required to operate a flight.

5. Absences due to an On the Job Injury (OJI) will not be considered absenteeism under the Attendance Policy for disciplinary purposes.

D. TRAVEL WHILE ON SICK LEAVE

Flight Attendants on sick leave may use their travel benefits if the purpose of the travel is to return to his/her home or return to work after a sick event is reported, with the Base Manager's notification and approval. Eligible pass riders are permitted to travel consistent with pass travel policy while the Flight Attendant is on paid sick leave status.

E. COMPANY NOTIFICATION

1. Flight Attendants are not required to discuss the nature of an illness with Crew Scheduling, but may be required to do so with Inflight Management.
2. A Flight Attendant who is unable to work because of an illness or injury is responsible to give the Company as much advance notice as possible, but in no case shall such notice be less than the Reserve call out time applicable to his/her Domicile prior to each assignment, unless there are extenuating circumstances. If a Flight Attendant becomes unable to work after he/she has already checked in for an assignment at the airport, the Flight Attendant must notify Crew Scheduling as soon as possible. A Flight Attendant who calls in sick after he/she has reported and checked in for a trip will be removed from the remainder of the trip and coded as a sick call for pay purposes.
3. A Flight Attendant who does not advise the Company of the expected length of the absence shall notify the Company when she/he is able to return to work, but will not be required to update the Company of his/her status on a daily basis. A Flight Attendant is required to coordinate his/her return to work with the Company.

F. MEDICAL VERIFICATION

The Company may require a written physician's statement as to the nature of any illness or injury when:

1. sick leave abuse is indicated;
2. the sick call is on the day(s) before or after the Flight Attendant's scheduled vacation;
3. the sick call is before, after or on a Company designated holiday; ~~or~~
4. the Flight Attendant has given notice of resignation; **or**
5. A Home Reserve Flight Attendant calls out sick for a flight assignment during the same calendar day he/she was given the assignment (Section 23.A.5.f.).

NOTE: In the event the Company requires a written physician statement under this Section, it will reimburse the Flight Attendant for any co-pay associated with the office visit the Flight Attendant may have in order to obtain such statement provided the Flight

Section 13 – Sick Leave

Attendant provides documentation of the co-payment. The Company will be obligated to reimburse the Flight Attendant once per calendar year.

G. **DISCIPLINE**

A Flight Attendant who has more than four (4) sick calls in a rolling twelve (12) month period shall be subject to progressive discipline.

H. **GENERAL**

A Flight Attendant who is on sick leave at the time his/her vacation is to be taken may, with the Approval of the Company, trade the vacation with an open vacation period. If there are no open periods for trade, the vacation must be taken.

SECTION 14 - VACATION

A. ACCRUAL

1. A Full-time Flight Attendant will accrue vacation credit beginning with his/her first full month of active service following his/her seniority date. Full-time Flight Attendants will not accrue vacation credit when they are not in active service. Part-time Flight Attendants will not accrue vacation credit.
2. Accrued vacation shall vest on December 31st of the current year for use in the following calendar year. To be eligible to have his/her vacation vest for the next year, a Flight Attendant must be employed on December 31st of the year in which it is accrued.
3. Vacation is accrued at a monthly rate beginning with a Flight Attendant's first full month of active service. Vacation accrual for Flight Attendants will be in accordance with his or her Longevity and based upon the following schedule:

Effective calendar year 2021, a Flight Attendant will accrue vacation in accordance his/her longevity based upon the following schedule

Completed Years of Service	Days Per Year of Vacation
Less than 2 years	7 days per year
2 years, but less than 4 years	14 days per year
4 years, but less than 13 years	21 days per year
13 years or more	28 days per year

NOTE: Effective the first calendar year following ratification of CBA, a Flight Attendant who has accrued a partial day of vacation will be paid the value of that partial day on his/her February 1st check of the following year.

4. Monthly rate changes begin with the first full month of active service after the Flight Attendant's anniversary date. Should the Company change the accrual rate for other non-contract, non-management employees, Flight Attendants will be given the same accrual rate as long as it is not less than the current accrual program.

B. ANNUAL AND MONTHLY VACATION BIDDING

1. In the first week of October of each year, the Company will post a vacation schedule of the following year containing vacation periods available for bid.
 - a. The Company will make available the appropriate number of vacation weeks based upon the number of Flight Attendants at each domicile who are eligible for vacation. All weeks of the calendar year will be available for bid.
 - b. The vacation posting will include the number of vacation days that each Flight Attendant has accrued, and are available to bid in the following year.
 - c. Directions for bidding and vacation bidding forms will be made available to the Flight Attendants at the time of the vacation posting.

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- d. Flight Attendants will bid for vacation to be used in the following year in accordance with the following schedule:
 - Bidding shall open at 1700 CT on October 5th
 - Bidding shall close at 1700 CT on October 25th
 - Vacation Award will be posted no later than 1700 CT on November 5th.
 - e. Awards will be based upon seniority in each domicile.
 - f. A Flight Attendant who fails to bid will be assigned vacation period(s) by the Company.
- 2. A vacation period shall consist of seven (7) days, Sunday through Saturday. Each day of scheduled vacation will have a pay credit worth three and one-half (3.5) hours.
 - 3. A Flight Attendant will receive twenty-four and one-half (24.5) hours of Pay Credit for each full week of vacation. For the purpose of preferential bidding (PBS), a full vacation week will have a Schedule Credit value of twenty-one (21) hours with partial weeks prorated at a rate of three (3.0) hours per day.
 - 4. A Flight Attendant who is eligible for fewer than five (5) days of vacation will bid for specific consecutive vacation days within a period. In the event the Flight Attendant fails to designate consecutive vacation days within a period, the Company will assign the days within the period.
 - 5. After the start of the vacation year, with Company approval, vested vacation periods may be dropped into open vacation, bid from open vacation and/or traded.
 - 6. The Company will post open vacation periods for the calendar year in each monthly bid package. Flight Attendants will be permitted to exchange their previously awarded vacation for available vacation periods. All vacation swaps must be submitted to the Company, in writing, and approved by 1200 CT on the 10th day of the month in which the vacation occurs.
 - 7. A Flight Attendant may elect to have up to two off days (VAX days) pre-assigned to his/her vacation; however, a Flight Attendant may not elect to have more than one (1) VAX day be applied to the same side of the vacation period. Such days will be counted toward the Flight Attendant's monthly minimum day off requirements. A Flight Attendant cannot be Junior Assigned on any pre-assigned off day(s) as listed above.
 - 8. A Flight Attendant's minimum days off in a month will be prorated based on the number of days the Flight Attendant is available to work during that month and in accordance with Appendix A to this Section 14.

C. VACATION SPLITTING AND PERSONAL VACATION DAYS (PVDs)

- 1. Only one vacation period can be split into less than seven days per year.
- 2. A Flight Attendant may reserve up to five (5) accrued vacation days for use in the following year as personal vacation days (PVDs). A request for a PVD is considered a request for a trip drop under Section 5, provided however, that if it is granted, it will be in

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domicile seniority order, and will be credited at three and one-half (3.5) hours per day. The Flight Attendant's guarantee shall be reduced by only the scheduled flight hours in excess of three (3) hours. Trips will not be split to accommodate PVDs.

3. All previously denied PVD days for the calendar year will be paid to the Flight Attendant on the February 1st paycheck.

D. VACATION PAY, CARRY OVER AND VACATION SLIDES

1. A Flight Attendant may not carry over vested vacation credit to the succeeding year without consent of the Company.
2. A Flight Attendant may "slide" their vacation period up to four (4) days either way prior to the monthly bid award but cannot slide any days into a previously awarded month. Requests must be submitted by 1200 CT on the 14th of the month prior to the month in which the vacation occurs.

E. VACATION POSTPONEMENT

1. In emergency situations, the Company operations may necessitate the postponement of vacations. Vacation postponements must be offered in seniority order. If an insufficient number of Flight Attendants volunteer for vacation postponements, additional vacation postponements will be made in reverse seniority order.
2. A Flight Attendant whose vacation is postponed who cannot re-bid a vacation from open vacation will be permitted to carry the vacation over into the next year, at which time it shall be non-postponable.
3. The Company will give a Flight Attendant at least thirty (30) days' notice of vacation postponement.
4. A Flight Attendant whose vacation is involuntarily postponed at the request of the Company will be reimbursed for any deposits made in reliance upon their awarded line, provided the deposits are non-refundable and the Flight Attendant can provide proper documentation. The Flight Attendant will be reimbursed within thirty (30) days of submitting documentation of the forfeited deposit. The Company shall have the option of skipping the Flight Attendant who has a non-refundable deposit.
5. Vacation postponements can only be done on a month-to-month basis.
6. A Flight Attendant who has a vacation postponed, voluntarily or involuntarily, shall choose from the following options:
 - a. receives vacation pay, at the rate of one hundred percent (100%) of the Flight Attendant's hourly rate of pay for the vacation hours, as if vacation was taken;
 - b. bid a new open vacation period during the same calendar year; or
 - c. carry the vacation period over to the following year, at which time it will be non-postponable.

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F. VACATION SCHEDULE MODIFICATION

1. A Flight Attendant who transfers to another domicile shall have the option to either:
 - a. Retain his or her previously awarded vacation period; or
 - b. Bid a new vacation period from Open Time in the new domicile. Selecting this option will drop his/her vacation at the former domicile into open vacation at the former domicile.
2. At the time of bidding a Flight Attendant may express a willingness to drop his/her vacation into open vacation in order to attend scheduled training. A Flight Attendant who drops vacation for this purpose shall re-bid a vacation from open vacation. Should he/she be unable to bid a new vacation, he/she will be permitted to carry the vacation over into the next year, at which time it will be non-postponable, or receive pay for the vacation days as outlined in Section 12.A.1.e.

G. WORKING WHILE ON VACATION

A Flight Attendant may pick up trips from other Flight Attendants or from Open Time during his/her vacation. The Flight Attendant will be paid in accordance with Section 18.E.3. in addition to vacation pay. These vacation days will be considered used and may not be rescheduled in the future.

H. VACATION TRADES

1. A Flight Attendant may trade a vacation period with another Flight Attendant at the same domicile.
2. The vacation trade must be an equal amount of days.
3. The request for a vacation trade must be submitted to the Company, in writing from both parties, and approved prior to the first day of the bid period for the month in which the vacation trade occurs.

I. RESIGNATION AND DEATH

1. A Flight Attendant who resigns shall be paid for any unused, accrued and vested vacation.
2. In the event of a Flight Attendant's death, his/her unused, accrued and vested vacation will be paid to his/her estate.
3. A Flight Attendant who is terminated or furloughed will be paid for unused, accrued and vested vacation.

J. VACATION BUY BACK

1. Annual Vacation Buy Back
 - a. The Company may advise Flight Attendants in advance of the annual vacation bid that it will permit Flight Attendants to sell their vacations for the following year no later than September 15. A Flight Attendant will have seven (7) days from the date of

Section 14 - Vacation

the notice to notify the Company, in accordance with the instructions on the notice, that he/she wishes to sell vacation and the amount the Flight Attendant wishes to sell. Once the Company offers vacation for sale, and once a Flight Attendant notifies the Company he/she wishes to sell his/her vacation, neither party may revoke its decision.

- b. In the notice, the Company will advise the Flight Attendant of when he/she will receive payment for the vacation sold. A Flight Attendant will be paid at his/her applicable hour pay rate at the time the vacation is paid out.

2. Monthly Vacation Buy Back

- a. The Company may offer to buy back Flight Attendant vacation by Domicile at any time at its discretion. The Company will notify Flight Attendants of its decision to buy back vacation days no later than 1200 CT on the 4th day of the Bid Month for which vacation buy back is offered. If a Flight Attendant wishes to sell his vacation, he/she must notify the Manager of Crew Planning via email no later than 1200 CT on the 8th day of that Bid Month.
- b. The Company may offer vacation buy back pursuant to this Section at a premium rate of pay to be designated by the Company provided that the same rate shall be applied to all Flight Attendants at the Domicile wishing to sell back their vacation.
- c. When offering monthly vacation buy back at a premium rate, the Company will advise Flight Attendants at the affected Domicile(s) as far in advance as possible, but not later than 1200 CT on the 4th day of the Bid Month for which vacation buy back is offered.

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APPENDIX A: Flight Attendant Vacation Proration Chart

Number of Days Unavailable For Duty	Line Flight Attendant Proration Chart														
	28 Day Month			29 Day Month			30 Day Month			31 Day Month			32 Day Month		
	Prorated Days Off Formula	Prorated Days Off	Prorated Guarantee	Prorated Days Off Formula	Prorated Days Off	Prorated Guarantee	Prorated Days Off Formula	Prorated Days Off	Prorated Guarantee	Prorated Days Off Formula	Prorated Days Off	Prorated Guarantee	Prorated Days Off Formula	Prorated Days Off	Prorated Guarantee
1	0.964	10	72.32	0.966	10	72.41	0.967	11	72.50	0.968	11	72.58	0.969	12	72.66
2	0.929	9	69.64	0.931	9	69.83	0.933	10	70.00	0.935	10	70.16	0.938	11	70.31
3	0.893	9	66.96	0.897	9	67.24	0.900	10	67.50	0.903	10	67.74	0.906	11	67.97
4	0.857	9	64.29	0.862	9	64.66	0.867	10	65.00	0.871	10	65.32	0.875	11	65.63
5	0.821	8	61.61	0.828	8	62.07	0.833	9	62.50	0.839	9	62.90	0.844	10	63.28
6	0.786	8	58.93	0.793	8	59.48	0.800	9	60.00	0.806	9	60.48	0.813	10	60.94
7	0.750	8	56.25	0.759	8	56.90	0.767	8	57.50	0.774	9	58.06	0.781	9	58.59
8	0.714	7	53.57	0.724	7	54.31	0.733	8	55.00	0.742	8	55.65	0.750	9	56.25
9	0.679	7	50.89	0.690	7	51.72	0.700	8	52.50	0.710	8	53.23	0.719	9	53.91
10	0.643	7	48.21	0.655	7	49.14	0.667	7	50.00	0.677	7	50.81	0.688	8	51.56
11	0.607	6	45.54	0.621	6	46.55	0.633	7	47.50	0.645	7	48.39	0.656	8	49.22
12	0.571	6	42.86	0.586	6	43.97	0.600	7	45.00	0.613	7	45.97	0.625	8	46.88
13	0.536	6	40.18	0.552	6	41.38	0.567	6	42.50	0.581	6	43.55	0.594	7	44.53
14	0.500	5	37.50	0.517	5	38.79	0.533	6	40.00	0.548	6	41.13	0.563	7	42.19
15	0.464	5	34.82	0.483	5	36.21	0.500	6	37.50	0.516	6	38.71	0.531	6	39.84
16	0.429	4	32.14	0.448	4	33.62	0.467	5	35.00	0.484	5	36.29	0.500	6	37.50
17	0.393	4	29.46	0.414	4	31.03	0.433	5	32.50	0.452	5	33.87	0.469	6	35.16
18	0.357	4	26.79	0.379	4	28.45	0.400	4	30.00	0.419	5	31.45	0.438	5	32.81
19	0.321	3	24.11	0.345	3	25.86	0.367	4	27.50	0.387	4	29.03	0.406	5	30.47
20	0.286	3	21.43	0.310	3	23.28	0.333	4	25.00	0.355	4	26.61	0.375	5	28.13
21	0.250	3	18.75	0.276	3	20.69	0.300	3	22.50	0.323	4	24.19	0.344	4	25.78
22	0.214	2	16.07	0.241	2	18.10	0.267	3	20.00	0.290	3	21.77	0.313	4	23.44
23	0.179	2	13.39	0.207	2	15.52	0.233	3	17.50	0.258	3	19.35	0.281	3	21.09
24	0.143	2	10.71	0.172	2	12.93	0.200	2	15.00	0.226	2	16.94	0.250	3	18.75
25	0.107	1	8.04	0.138	1	10.34	0.167	2	12.50	0.194	2	14.52	0.219	3	16.41
26	0.071	1	5.36	0.103	1	7.76	0.133	1	10.00	0.161	2	12.10	0.188	2	14.06
27	0.036	1	2.68	0.069	1	5.17	0.100	1	7.50	0.129	1	9.68	0.156	2	11.72
28	0.000	0	0.00	0.034	0	2.59	0.067	1	5.00	0.097	1	7.26	0.125	2	9.38
29	X	X	X	0.000	0	0.00	0.033	0	2.50	0.065	1	4.84	0.094	1	7.03
30	X	X	X	X	X	X	0.000	0	0.00	0.032	0	2.42	0.063	1	4.69
31	X	X	X	X	X	X	X	X	X	0.000	0	0.00	0.031	0	2.34
32	X	X	X	X	X	X	X	X	X	X	X	X	0.000	0	0.00

SECTION 15 – UNIFORMS and LUGGAGE

A. REQUIREMENTS

1. A Flight Attendant shall wear a complete regulation uniform while on duty and at such other times as required by the Company.
2. The Company will comply with all applicable laws regarding uniforms and uniform materials. The Company will consider the recommendations of the Union Uniform Committee in regard to uniform materials, flammability standards and Country of sale.

B. INITIAL PURCHASE

1. Uniform

The Company shall provide each new hire Flight Attendant a fully compliant uniform kit at no cost to the Flight Attendant. The purchase of any additional uniform garments or compliant accessories shall be the responsibility of the Flight Attendant, and may be purchased by personal debit/credit card transaction.

2. Luggage

“Compliant luggage” shall mean the Travel Pro luggage pieces approved by the Company. Flight Attendants are required to have compliant luggage in accordance with the following schedule:

- a. A Flight Attendant hired prior to February 2, 2020, must purchase or have compliant luggage no later than March 2, 2022;
- b. A Flight Attendant hired after February 2, 2020, must purchase or have compliant luggage at the time he or she begins line flying for the Company.

3. Luggage Purchase Options.

The purchase of all compliant luggage pieces shall be the responsibility of the Flight Attendant, subject to the following:

- a. A Flight Attendant covered by Section 15.B.2.a. above who wishes to purchase his/her compliant luggage through the Company shall be allowed to purchase compliant luggage piece(s) via his/her available Uniform-Luggage Account Allowance (See, paragraph 15.D.1.b. below), or by personal credit/debit card transaction; and
- b. A Flight Attendant covered by Section 15.B.2.b. above who wishes to purchase his/her initial compliant luggage pieces through the Company, may do so by personal debit/credit card or by authorizing the Company to directly deduct the cost of such item(s) from his/her via payroll deduction.
- c. The purchase of compliant luggage pieces via payroll deduction shall be subject to the following:

Section 15 – Uniforms and Luggage

- (1) A Flight Attendant will be able to designate whether:
 - (a) the entire cost of the item(s) purchased should be deducted in a single paycheck; or
 - (b) the cost of the item is to be deducted in installments, but in no case no less than \$30.00/check, until such time that the full purchase price of the item(s) is made.
 - (c) A Flight Attendant will only to be able to purchase compliant luggage via payroll deduction one time (as a new hire), and thereafter will be subject to Section 15.B.3.a. above.
 - (d) No other uniform garment or uniform-related accessory item may be purchased via direct payroll deduction.
- (2) The maximum purchase, or balance for purchases, of compliant luggage made via payroll deduction shall be \$250.00.
- (3) Pricing/Discounts. The Company shall provide Flight Attendants access to any pricing discounts available to the Company for the compliant luggage described above. In the event the Company no longer has discount pricing made available to it for the compliant luggage as defined herein, it will notify the MEC President as soon as possible, but in no case later than thirty days prior to the discount being discontinued.
4. In the event that a Flight Attendant resigns, is discharged or otherwise separates from the Company, any balance owed to the Company for the purchase of compliant luggage shall be deducted from the Flight Attendant's final month's pay. In the event resignation, discharge or other separation occurs during the Flight Attendants contractual probationary period, the Company may also withhold from the Flight Attendant's final month's pay the sum equal to one-half of the cost of the initial uniform paid for by the Company, but in no case more than \$250.00.
5. The Company will provide each new hire Flight Attendant with two (2) set of wings, at no charge, upon graduation.

C. ACCESSORIES

The basic Company uniform as well as additional supplementary items including but not limited to shoes/boots, handbags, hair accessories, scarves, socks, hose, gloves and luggage will be as prescribed by the Company.

D. UNIFORM-LUGGAGE ACCOUNT

1. Annual Allotment.
 - a. On the first, and each successive, annual anniversary of a Flight Attendant's seniority date, the Company shall credit his/her Individual Uniform-Luggage Account in the amount of three hundred dollars (\$300.00). A Flight Attendant's

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Individual Uniform-Luggage Account balance shall not exceed four-hundred fifty dollars (\$450.00). Each dollar credited to, or remaining in, a Flight Attendant's Individual Uniform-Luggage Account will be considered equal to one (1) point in the event the Company elects to implement a "point system" for the purchase of uniform or accessory items.

YEAR ONE EXCEPTION: During the first calendar year following the effective date of this paragraph, a Flight Attendant who has a balance in his/her Individual Uniform-Luggage Account in excess of four hundred fifty dollars (\$450.00) on the date the annual amount referenced above is credited to his/her Individual Uniform-Luggage Account will be allowed to carry over that excess balance to the next year up to a maximum of \$600.00; however, effective April 1, 2021, no Flight Attendant shall have an Individual Uniform-Luggage Account balance in excess of four-hundred fifty dollars (\$450.00), and any monies in excess of that amount will be forfeited on that date.

EXAMPLE

- The effective date of Section 15 D.1.a. is March 31, 2020. Flight Attendant Smith is a Full-time Flight Attendant with an anniversary date of May 1st.
 - Flight Attendant Smith has \$300.00 in her Individual Uniform-Luggage Account on May 1, 2020, at which time the Company credits Smith's Individual Uniform-Luggage Account the required \$300.00. This gives her a balance of \$600.00, which she would be allowed to have under the "Year One Exception" above.
 - On March 31, 2021, Smith has a remaining balance in her Individual Uniform-Luggage Account of \$500.00. On April 1, 2021, the Company would deduct from her Individual Uniform-Luggage Account the amount of \$50.00, bringing her to the maximum balance of \$450.00 in her Individual Uniform-Luggage Account.
 - On May 1, 2021, Smith has a remaining balance in her Individual Uniform-Luggage Account of \$300.00, having made additional purchases.
 - Due to her balance being \$300.00 on her anniversary date, the Company will be required to credit her Individual Uniform-Luggage Account only in the amount of \$150.00 on May 21, 2021, putting her at the maximum account balance amount of \$450.00.
- b. Accrued monies in a Flight Attendant's Individual Uniform-Luggage Account can be used to reimburse the Flight Attendant for any uniform garment purchased.
- c. Uniform-Luggage Account balances will revert to the Company when a Flight Attendant leaves the Company's employment.
2. Uniform accrual balances will be reported by the Company to Flight Attendants annually during the month prior to the Flight Attendant's seniority date. Information relating to pieces purchased, and returned, the date purchased/returned, amount paid and amount due will be available on the vendor's website/storefront. Nothing shall preclude a Flight Attendant from requesting that information at any time. Any

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discrepancies to the Uniform-Luggage Account balance will be resolved by the Company in a timely manner.

3. A Flight Attendant who is furloughed will not lose his/her Uniform-Luggage Account balance.

E. ALTERATIONS

1. Uniform pieces can only be altered for the purpose of improving the fit of the required items, not to alter the design.
2. The Company will pay for the reasonable costs associated with the proper fitting of all uniform pieces. Such Company paid alterations shall be limited to standard tailoring such as the shortening and lengthening of hems and sleeves, and the adjustment of waistbands. Upon completion of the alterations, the Company will pay for such services, within thirty (30) days, upon receipt of an itemized invoice.

F. UNIFORM INSIGNIA

1. The only item a Flight Attendant may wear on his/her uniform other than Company required accessories, is an official Union pin, which must be worn on the right side lapel, of the uniform. A Flight Attendant may wear Company approved pins on his/her uniforms.
2. The Company will replace any worn or damaged Flight Attendant wings at no cost to the Flight Attendant.

G. UNIFORM COMMITTEE

The Company shall consider recommendations of the Union Uniform Committee regarding uniform issues prior to making any substantial changes in style, color, material or items of the uniform.

H. UNIFORM CHANGE

1. Upon implementation of a complete uniform change by the Company, the Company will furnish all Flight Attendants, at no cost to the Flight Attendant, with one (1) complete uniform of the Flight Attendant's choice. A complete uniform shall consist of the approved uniform pieces meeting the requirements of the Company and/or designer, and the Flight Attendant may choose the uniform pieces/options he/she desires consistent with those requirements. If a full-time Flight Attendant elects to purchase a second complete uniform and the Flight Attendant has less than the cost of the newly specified uniform in his/her Uniform-Luggage Account, the Company will pay the difference between the Uniform-Luggage Account balance and the cost of a second new uniform which must be purchased by the Flight Attendant to be repaid out of subsequent Uniform-Luggage Account allotments.
2. If the Company makes an immediate change to a required uniform piece and no longer allows a uniform piece(s) to be worn and has replaced it with another piece(s), the Flight Attendants will be provided with the new uniform piece(s) and the accessories, if required, at no cost. For example, the Company changes from the

Section 15 – Uniforms and Luggage

regular shirt to a new style shirt that must be worn with a scarf and does not allow the old shirt to be worn, the new style shirt and the scarf will be provided to all Flight Attendants at no cost.

I. DAMAGED OR STOLEN UNIFORMS

1. A uniform piece, in otherwise good condition, which is damaged as a direct result of a Flight Attendant performing his/her duties on the aircraft (i.e., torn on sheet metal, ruined by aircraft hydraulic fluid, ripped seams from assisting with passenger luggage) will be replaced at Company expense.
2. A Flight Attendant who has a uniform piece(s) stolen while on duty shall notify Inflight Management within forty-eight (48) hours of the time he/she noticed the piece(s) missing. If the Company determines the Flight Attendant was not at fault, the items will be replaced at Company expense.
3. If a Flight Attendant's luggage is stolen from the aircraft while on duty or from the crew hotel room, the Company will, at the Company's expense, replace the stolen luggage, required uniform items and Company required accessories. If the contents of the stolen luggage include the Flight Attendant's Manual, the Company will replace the Manual at no cost to the Flight Attendant.

J. GENERAL

1. The Company may require Flight Attendants to replace any worn or damaged uniform garment(s).
2. If a Flight Attendant provides sufficient documentation that he/she is allergic to the materials used in the required uniform, the Company will attempt to identify and provide uniforms constructed of an alternate material that will not cause an allergic reaction. If the Company is not able to provide an alternative uniform, the Flight Attendant may purchase the approved uniform piece(s) comparable in style and price to the uniform piece(s) prescribed or furnished by the Company and be reimbursed with proof of purchase. All reasonable costs associated with any alternative uniform pieces purchased, after the first required uniform purchase, will be deducted from the Flight Attendant's Uniform-Luggage Account.
3. The Company will loan Flight Attendants up two (2) complete maternity uniforms, which must be returned in usable, newly dry cleaned and pressed condition, in a timely manner, after the Flight Attendant goes on maternity leave, otherwise the cost will be deducted from the Flight Attendant's Uniform-Luggage Account.

SECTION 16 – INSURANCE

A. MEDICAL, DENTAL AND VISION BENEFITS

1. The Company will provide Flight Attendants with the Medical (Open Access Plan [OAP]/Preferred Provider Organization [PPO]), Dental, Vision, and Prescription Insurance plan design as follows:

<u>Medical Benefit</u>	<u>Flight Attendant Cost</u>
Annual Deductible (In-Network):	\$400 Single; \$800 Family
Annual Deductible (Out-of-Network):	\$800 Single; \$1,600 Family
Out-of-Pocket Maximums (In-Network):	\$1,750 Single; \$3,000 Family (includes deductible)
Out-of-Pocket Maximums (Out-of-Network):	\$2,000 Single; \$4,000 Family (includes deductible)
Coinsurance:	20% In-Network; 40% Out-of-Network
Office Visits:	\$25 Co-pay
Office Visits (Specialist):	\$35 Co-pay
Urgent Care Co-pay:	\$40 Co-pay
Emergency Room Co-pay:	\$100 Co-pay (waived if admitted)
Non-Emergency High-Cost Radiology (CT, MRI, PET):	Coinsurance and deductible
Inpatient Surgery:	\$250 Co-pay, then coinsurance and deductible
Mental Health Inpatient:	\$250 Co-pay, then coinsurance and deductible

<u>Prescription Deductibles</u>	<u>Flight Attendant Co-pay</u>
Single Prescription:	None
Prescription Retail (30-day Supply)	Tier 1 = \$10.00 Tier 2 = \$35.00 Tier 3 = \$60.00
Prescription Retail (90-day Supply)	Tier 1 = \$30.00 Tier 2 = \$105.00 Tier 3 = \$180.00
Prescription Home Delivery (90-day Supply)	Tier 1 = \$20.00 Tier 2 = \$70.00 Tier 3 = \$120.00

Specialty prescriptions follow retail co-pays noted above.

For the OAP (Open Access Plan) for the 2020 Plan Year, Flight Attendants' monthly premium contribution rates shall be as follow:

\$346.07 for Single

\$761.34 for Single plus Spouse

\$692.14 for Single plus Child(ren)

\$1,107.42 for Single plus Family

Section 16 – Insurance

The Company will not make any changes to the coverage or any aspects of the Open Access Plan/Preferred Provider Organization (OAP/PPO) plan design (including, but not limited to, co-pays, deductibles, or out of pocket maximums) without consent of the Union. The Company will also provide a non-collectively bargained medical plan option(s).

2. Part-time Flight Attendants are not eligible for medical, dental and vision benefits.
3. In the event that any new or improved medical, dental and vision Insurance benefits are provided to any other non-pilot employee group of the Company, said benefits will be made available to Flight Attendants under the same terms and conditions.
4. Flight Attendant premium contributions for Medical Insurance (including prescription coverage) and Dental Insurance may be increased only subject to the following conditions:
 - a. For Medical Insurance in 2020 and beyond, a Flight Attendant will not be required to contribute more than thirty-five percent (35%) of the premium charge for the Open Access Plan/Preferred Provider Organization.
 - b. For Dental Insurance, a Flight Attendant will not be required to contribute more than twenty-five percent (25%) of the premium charge for whichever coverage he elects.
5. The Company shall make every effort to provide a conveniently located OAP/PPO for any Flight Attendant who so requests.
6. The Company will meet with the Union to review the basis for proposed Insurance cost increases for the new benefit year and will share the data and the calculation used by the Company to determine the next year's employee benefit contribution. Such meetings will occur before the new benefits plan costs are announced.
7. The Company agrees to consider alternative proposals made by the Union including an HSA, which may serve to decrease costs or maintain coverage.

B. SHORT TERM DISABILITY

1. Employees will be offered a voluntary, 100% employee-paid short term disability plan.
2. Employee will be required to pay 25% of the long term disability premium. Employee may opt out. The long term disability plan will contain a 90-day elimination period.

C. LIFE INSURANCE

Life insurance coverage shall be the greater of ten thousand dollars (\$10,000) or one (1x) times the Flight Attendant's last calendar year W2 earnings.

D. BENEFITS CONTINUATION

1. A Flight Attendant and his/her qualified beneficiaries may continue health insurance coverage for eighteen (18) months following a "qualifying event" under the Consolidated Omnibus Budget Reconciliation Act (COBRA) which would normally result in the loss of coverage.

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2. Under COBRA, a Flight Attendant or his/her beneficiary shall pay the full cost of coverage at the Company's group rate plus an administration fee.

SECTION 17 – TRAVELING AND MOVING EXPENSES

A. LODGING

1. The Company will meet with the Union's Hotel Committee representative upon request. The Company will work with the Union Hotel Committee to ensure that when selecting hotels, the following criteria will be considered: safety, cleanliness, reasonable cost, eating facilities, proximity to the airport, non-smoking rooms and the ability of the Flight Attendant to obtain rest (quiet).
2. A Flight Attendant will be furnished single occupancy lodging, paid for by the Company, on all trips and training assignments that require the Flight Attendant to be away from his/her domicile overnight, or as otherwise stated in Section 6.E.1.
3. The Company will provide transportation between the airport and the lodging facility, at no cost to the Flight Attendant. If transportation is not available within thirty (30) minutes after block-in time, the Flight Attendant may engage reasonable alternate transportation and will be reimbursed for such expense.
4. If hotel rooms are not available for the entire crew at check in, alternate accommodations may be requested through Crew Scheduling. If alternate accommodations are provided, crew rest will begin upon arrival at the alternate accommodation and will be coordinated through Crew Scheduling.
5. A Flight Attendant may chose not to stay at a designated crew hotel, however the Flight Attendant must notify Crew Scheduling, and his/her Captain, when he/she is not staying at the hotel.
6. If a Flight Attendant is scheduled for on-duty ground time of four and one-half (4.5) hours or more, the Company will provide a double occupancy hotel room for the Flight Attendant(s) of the same gender, paid for by the Company. A Flight Attendant who is scheduled or rescheduled by the Company for on-ground duty time of four and one-half (4.5) hours or more will be entitled to a hotel room in accordance with this Section even where, due to reasons other than a scheduling change imposed by the Company (i.e., late arrival), his/her on-ground duty time is less than 4.5 hours. If the Flight Attendant's on-ground duty time is the result of the Company affirmatively modifying his/her schedule to provide for less than 4.5 hours of on-ground duty time, this Section shall not apply and the Flight Attendant will not be entitled to a hotel room.
7. If a Flight Attendant is anticipated to experience previously unscheduled ground time of four and one-half (4.5) hours or more, due to weather or mechanical at an outstation, the Company will provide a double occupancy hotel room for the Flight Attendant(s) of the same gender, paid for by the Company.

B. TEMPORARY ASSIGNMENT (TDY) EXPENSES

1. A Flight Attendant who is awarded or assigned a temporary position (TDY) shall receive the expense allowance in Section 18.C. per day for each day of the temporary position, beginning with the first flight assignment in such position and ending on the last flight assignment in such position.
2. A Flight Attendant who is awarded or assigned a temporary position (TDY) will be furnished single occupancy lodging, paid for by the Company, for a temporary position,

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as follows:

- a. Lodging will be provided beginning with the first day of the temporary assignment in such position and ending on the last day of the temporary assignment in such position subject to the following:
 - b. For the duration of the TDY position, the Flight Attendant will be provided lodging for each night he or she is actually in the base of said TDY position, (provided the Flight Attendant remains in the base of his/her TDY position for his/her days off);
 - c. If there is no restaurant located in the TDY hotel, or within a reasonable walking distance from the hotel, the Company will ensure the TDY hotel has transportation available to restaurants within five (5) miles of the TDY hotel. If such transportation is not available, a Flight Attendant may elect to find his or her own transportation (e.g., taxi, Uber, Lyft) to restaurants within a five (5) miles of the TDY hotel, and will be reimbursed upon furnishing a receipt to the Company.
 - d. The Company will not be required to purchase lodging in the base of the TDY position for those days that the Flight Attendant is away from the base – either as a result of flying assignments or his/her decision to commute home on his/her days off.
 - e. The Company agrees to make arrangements with its crew hotels to ensure that Flight Attendants will have a secure storage facility at each hotel where his/her luggage can be stored for those days the Flight Attendant is away from the base of the TDY position as result of flying assignments or his/her decision to commute home on his/her days off.
 - f. In the event of loss or theft of the Flight Attendants' luggage from the secure storage facility, the Company will reimburse the Flight Attendant up to one hundred (\$100) dollars for personal items in addition to Company required items accordance with Section 15.I.3.
 - g. Flight Attendants may be required to change rooms or hotels during the duration of the temporary assignment.
3. Hotel information for a temporary assignment (TDY) will be supplied to Flight Attendants no later than seventy-two (72) hours prior to the beginning of the assignment, unless in the case of an emergency, where hotel information would not be known in advance.
 4. A Flight Attendant who voluntarily bids for a TDY assignment will be provided a positive space pass to and from his or her TDY assignment, and a Flight Attendant who is involuntarily awarded a TDY assignment as detailed in Section 8.B.4, will be deadheaded to and from his or her TDY assignment. In addition, a TDY Flight Attendant may elect to be provided positive space to and from either his or her Domicile or permanent address on file with the Company two (2) times during each TDY month.

C. MOVING EXPENSES

1. The Company will not pay moving expenses for moves of voluntary bidders to new domiciles.
2. If a Flight Attendant is involuntarily displaced to a different domicile on a permanent basis, the Company will pay approved moving expenses not to exceed two thousand

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four hundred dollars (\$2,400) to such Flight Attendant for the purpose of assisting in defraying the cost of such move. This amount will only be paid to a Flight Attendant who actually moves his/her primary/permanent residence to the new domicile.

3. In the case of a Flight Attendant and spouse where each is an employee of the Company, and both are transferred to the same domicile, payment pursuant to Paragraph C.2., above, will be made to only one individual, and not both.
4. A Flight Attendant who is involuntarily displaced to a different domicile on a permanent basis will be given, upon request, consecutive days off to accomplish a move. One (1) day off will be provided to load, followed by travel days, and one (1) day off to unload. A day of travel will be considered three hundred fifty (350) miles by the most direct AAA mileage. For example, a trip between MSP and DTW will require two (2) travel days for a total of four (4) moving days. The Company and the Flight Attendant will coordinate the specific moving days. The Company will provide the Flight Attendant with single occupancy hotel accommodations, paid for by the Company, from the effective date of the displacement until the date of the scheduled moving days, not to exceed thirty (30) days. The Flight Attendant's monthly guarantee will not be reduced as a result of this paragraph.
5. A Flight Attendant who changes his/her primary residence, and uses the benefits of subparagraph 2. and 4., above, shall provide the Company with satisfactory evidence of such primary/permanent residence change.

D. PARKING

1. As designated by the Flight Attendant, the Company will provide either:
 - a. parking in a Domicile at no cost to the Flight Attendant, or
 - b. a stipend of forty dollars (\$40.00) per month.
2. A Flight Attendant who is eligible for and receives the parking stipend referenced above will also be entitled to receive any other enhanced travel/commuting assistance payments offered by the Company provided they meet the eligibility requirements for such payments.
3. A Flight Attendant who is assigned/awarded a temporary position (TDY) will be provided complimentary parking at the TDY location for the duration of the TDY assignment.

E. PASSPORT RENEWALS, RELATED REIMBURSABLE EXPENSES

The Company will reimburse a Flight Attendant for the cost associated with the renewal of his or her passports or any required visas. Expedited fees for such renewals are likewise reimbursable by the Company. The Company shall also reimburse the Flight Attendant for any airport government charges incurred in traveling on Company business.

SECTION 18 – COMPENSATION

A. LONGEVITY PAY

1. There shall be twenty-two (22) longevity pay steps commencing with the initial rate.
2. Longevity shall commence the date on which the Flight Attendant successfully completes the new hire Initial Training program. A Flight Attendant shall advance to the next longevity pay step after his/her first six (6) months of active service, and to the next longevity pay step after his/her first twelve (12) months of active service. Thereafter, a Flight Attendant shall advance to the next longevity pay step after each succeeding twelve (12) months of active service.
3. A Flight Attendant who advances from one (1) longevity step to the next shall have his/her increase on the following days:
 - a. If a Flight Attendant's longevity adjustment day is between the first (1st) and fifteenth (15th) of the month, his/her hourly rate will be increased on the first (1st) of the month.
 - b. If a Flight Attendant's longevity adjustment day is between the sixteenth (16th) and the end of the month, his/her pay rate will be increased on the first (1st) of the following month.

B. FLIGHT PAY

1. A Flight Attendant shall be paid at the following hourly rates based upon his/her applicable longevity in accordance the pay table at the end of this Section 18.
2. A Flight Attendant will receive, as Pay Credit, one hundred percent (100%) of the greater of the actual Block-To-Block or scheduled Block-To-Block, on a leg-by-leg basis. For purposes of this provision, "scheduled" shall mean the Scheduled Average Times (SATs) between city pairs (also called leg values) except as follows:
 - a. For any route or city pair for which no SAT (leg value) has been established, "scheduled" shall mean the published marketing scheduled times between city pairs.
3. SATs are determined by using the average of historic en-route (Block-To-Block) times between city pairs by type of equipment. All SATs will be rounded to the nearest minute. Once an SAT is established, it will be retained until amended. The current SATs will be published on the Company website or in the monthly bid package.
4. A Flight Attendant who flies charter flights, flights flown on routes and aircraft types for which a leg value has not been established, attempts, diverted flights, repositioning flights, or maintenance flights will be credited with flight time equivalent to actual block-to-block time, and paid at the rate of one hundred percent (100%) of his/her hourly rate of pay. Ferry flights where the Flight Attendant is onboard the Aircraft during his/her duty time shall be paid the greater of leg value or actual block to block.

C. PER DIEM

1. Annual Per Diem rates for all Flight Attendants will be paid according to the following chart:

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DATE	PER DIEM
Date of Signing	\$1.85/hour
01/01/2021	\$1.90/hour
01/01/2023	\$1.95/hour
07/01/2024	\$2.00/hour

D. MONTHLY GUARANTEE

1. A Full-time Flight Attendant shall be guaranteed a minimum pay equal to seventy-five (75) hours per month at his/her applicable hourly rate. When a Flight Attendant has one (1) or more days of non-active service in a month, the monthly guarantee will be prorated for the non-active days.
2. The following time shall be paid above a Full-time Flight Attendant's monthly guarantee or adjusted guarantee, with the exception of paragraph 2.h. below which, in the case of a Reserve Flight Attendant, shall count toward his/her monthly guarantee:
 - a. voluntary open time pick-up pursuant to Section 5.G.4.b.;
 - b. flying performed as a result of a "will fly" assignment pursuant to 5.G.5.b.;
 - c. junior assignments pursuant to Section 5.H.6.;
 - d. extension assignments pursuant to Section 5.H.5.;
 - e. credit for Company requested Drug and Alcohol testing;
 - f. Home Study/LMS credit;
 - g. Compensatory Day Pay Credit in lieu of taking Compensatory Day Off pursuant to Section 6.D.1 and 6.D.2.;
 - h. Credit for Company business (CBI) which is assigned to a Flight Attendant in addition to scheduled duty (i.e. before or after a trip, or on a day off).
3. A Flight Attendant's monthly guarantee will be adjusted downward:
 - a. for dropped trips or dropped reserve days;
 - b. for missed trips (no shows), the Flight Attendant's guarantee will be reduced by the amount of scheduled flight time missed.
 - c. for trip trades or partial trip trades which result in fewer hours;
 - d. for disciplinary suspensions and discharge;

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- e. for trips missed due to illness when a Flight Attendant has no sick time available;
 - f. as otherwise provided in this Agreement.
4. A Reserve Flight Attendant will be credited toward his/her monthly guarantee with the greater of the credit value of trips flown on a reserve day or four (4) hours per airport reserve day.
 5. A Part-time Flight Attendant will be paid for actual hours earned and credited in a month.

Exception: A part-time Flight Attendant who does not bid for, but is awarded a reserve line shall be paid the greater credit value of trips flown on a reserve day or 3.75 hours.

E. TRIP GUARANTEE

1. A Line Holder will be paid no less than one hundred percent (100%) of the total credit value of all scheduled flights that are originally scheduled in his/her monthly bid award on a trip-by-trip basis ("Trip Guarantee").
2. A Line Holder who loses a trip, or portion thereof, and who is reassigned to different flying shall receive pay credit equal to the greater of one hundred percent (100%) of the leg value(s) of the originally scheduled flights for the displaced period or the greater of actual block to block for the leg value(s) of the reassigned flights operated in that displaced period before resuming his/her original schedule.

For the purposes of this Section, "originally scheduled" means flying as awarded through the line construction process and as modified by actions of the Flight Attendant, such as trip trades, trip drops, pick-ups, etc. Nothing in this Section 18.E.1. is intended to supersede the definition of an "extension" as set forth in Section 5.H.5. herein for pay or scheduling purposes.

EXAMPLE 1: A Flight Attendant is scheduled to operate DTW-EWR-CVG as part of their original schedule. The Flight Attendant was reassigned to DTW-CMH-CVG before resuming their original schedule.

Original				Actual			
Date	DEP	ARR	Credit hours	Date	DEP	ARR	Credit hours
27-Jul	MSP	TYS	2:10	27-Jul	MSP	TYS	2:21
28-Jul	TYS	DTW	1:52	28-Jul	TYS	DTW	1:52
28-Jul	DTW	EWR	1:38	28-Jul	DTW	CMH	0:56
28-Jul	EWR	CVG	1:58	28-Jul	CMH	CVG	0:49
28-Jul	CVG	BDL	1:47	28-Jul	CVG	BDL	1:47
29-Jul	BDL	MSP	2:53	29-Jul	BDL	MSP	2:53

Original	3:36	Actual	1:45
		Protection	1:51
Trip Credit	12:18	Trip Credit	12:29

The Flight Attendant will receive protection credit up to the value of the originally scheduled DTW-EWR-CVG as the value of originally scheduled legs are greater than actual legs operated in the displaced period.

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EXAMPLE 2: A Flight Attendant is scheduled to operate DTW-EWR-CVG as part of their original schedule. The Flight Attendant was reassigned to DTW-BOS-CVG before resuming their original schedule.

Original				Actual			
Date	DEP	ARR	Credit hours	Date	DEP	ARR	Credit hours
27-Jul	MSP	TYS	2:10	27-Jul	MSP	TYS	2:21
28-Jul	TYS	DTW	1:52	28-Jul	TYS	DTW	1:52
28-Jul	DTW	EWR	1:38	28-Jul	DTW	BOS	1:53
28-Jul	EWR	CVG	1:58	28-Jul	BOS	CVG	2:19
28-Jul	CVG	BDL	1:47	28-Jul	CVG	BDL	1:47
29-Jul	BDL	MSP	2:53	29-Jul	BDL	MSP	2:53
Original			3:36	Actual			4:12
				Protection			0:00
Trip Credit			12:18	Trip Credit			13:05

The Flight Attendant will not receive protection credit as the value of actual legs operated are greater than the originally scheduled legs in the displaced period.

- A Line Holder who loses a trip, or portion thereof, and who is not otherwise reassigned will be credited one hundred percent (100%) of the applicable pay rate for the leg value of all flights that are scheduled but subsequently canceled or removed from the Flight Attendants schedule on a leg by leg basis for any reason.
- A Line Holder will receive no credit for flight(s) removed as a result of unavailability due to illness, emergency, leave of absence, suspension or failure to report for assigned trip(s) or trip drop(s). This does not include being delayed at a station or any other operational causes.
- Carry-out Trips – Marketing Changes.

Once a Flight Attendant is scheduled for a Trip that operates into the Month following the Bid Month, it will become part of his/her next month's awarded schedule, unless modified due to marketing changes. If a marketing change after the Trip is awarded makes it necessary to modify or change the Trip before the opening of Monthly Bidding, the Flight Attendant will be reassigned in accordance with paragraph Section 5.H. Should the last day or days of the carry-out Trip be removed by the Company before the opening of Monthly Bidding, then the day(s) shall be treated as if they had never been awarded, the original Pay Credit of the carry-out day(s) will not apply for any day(s) removed, and those day(s) will be considered as unassigned for the purpose of awarding the Flight Attendant's next monthly schedule.

F. MINIMUM DAY PAY

- Single Duty Period.

A single duty period trip shall be credited with the greater of actual flight time flown, scheduled flight time or four (4) hours.

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- a. If a Flight Attendant picks up open time for the same calendar day as a single duty period as outlined above, the Flight Attendant will be credited with the greater of actual flight time flown or scheduled flight time, in addition to the four (4) hour guarantee for such day.

Example: A Flight Attendant was awarded a single duty period trip with a report time of 0900 and a release time of 1400 with a credit value of three (3.0) hours. The Flight Attendant will be credited with four (4) hours for the trip. If the Flight Attendant also picks up a round trip which begins at 1600 with a credit value of two and one-half (2.5) hours, the Flight Attendant would be credited with a total of six and one-half (6.5) hours for the day.

- b. When a Flight Attendant is awarded a partial trip drop of a single duty period trip which results in pay credit that is less than four (4) hours for the affected day, the minimum day pay provision shall not apply.

2. Multiple Duty Periods.

- a. For any multiple duty period trip, a Flight Attendant shall receive a minimum Pay Credit for each Duty day, or portion thereof, or when required to remain away from their Domicile without a Duty period (an "Idle Day"), as follows:

(1) Effective date of signing, three and one-half (3.5) hours; and

(2) Effective date of signing plus one (1) year, four (4.0) hours.

This paragraph will not apply to a circumstance in which a Flight Attendant begins a Duty Period on one Calendar Day and continues with the same Duty Period into the next Calendar Day. In such circumstance, the Minimum Day provision will only be applied to the first Day.

Examples (All assume a three and one-half (3.5) hour Minimum Day Pay Credit):

Example 1:

Flight Attendant works a three (3) day trip. On Day 1, the actual flight time is 2 hours 30 minutes. The Flight Attendant receives 1 hour of Minimum Day credit, for a total of 3.5 hours. On Day 2, the actual flight time is 4 hours 15 minutes. No Minimum Day pay is due, and the Flight Attendant is credited with 4 hours 15 minutes. On Day 3, the actual flight time is 3 hours 45 minutes. The Flight Attendant is credited with the 3 hours 45 minutes of actual time. No Minimum Day is due. Total flight time is 10.5 hours; total credited time is 11 hours 30 minutes.

Example 2:

Flight Attendant works a two (2) day trip, returning after midnight on the third day. On Day 1, the actual flight time is 2 hours 24 minutes. The Flight Attendant receives 1 hour and 6 minutes of Minimum Day credit, for a total of 3.5 hours. On Day 2, the actual flight time is 2 hours 50 minutes, landing at 0100 on Day 3. The Flight Attendant receives 40 minutes of Minimum Day, bringing the credit for Day 2 to 3.5 hours. No credit is received for Day 3. Total flight time is 5 hours

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14 minutes; total credited time is 7 hours.

Example 3:

Flight Attendant works a three (3) day trip with no duty period on Day 2. On Day 1, the actual flight time is 2 hours 15 minutes. The Flight Attendant receives 1 hour and 15 minutes of Minimum Day credit, for a total of 3.5 hours. On Day 2, the Flight Attendant is required to remain away from their domicile without a duty period. The Flight Attendant receives 3.5 hours of Minimum Day credit for Day 2. On Day 3, the actual flight time was 4 hours 45 minutes. The Flight Attendant is credited with the 4 hours 45 minutes of actual time. No Minimum Day is due. Total flight time is 7 hours; total credited time is 11 hours and 45 minutes.

- b. If a Flight Attendant is unavailable for flying due to their own actions, such as a partial drop, resulting in the Pay Credit for the affected Day being less than the Minimum Day Pay Credit amounts described in subparagraph F.2.a. above, the Minimum Day provision shall not apply.

Example (assumes a three and one-half (3.5) hour Minimum Day Pay Credit):

Flight Attendant works a two (2) day trip. On Day 1, the actual flight time is 2 hours 30 minutes. The Flight Attendant receives 1 hour of Minimum Day credit, for a total of 3.5 hours. On Day 2, the scheduled flight total was 2 hours 45 minutes. The actual flight time for the first leg was 2 hours, but the Flight Attendant dropped the second awarded leg, which was scheduled for 45 minutes. The Flight Attendant is credited with 2 hours for the leg that they operated, but does not receive any Minimum Day credit. Total flight time is 4 hours 30 minutes; total credited time is 5.5 hours.

c. Partial Trip Adds

- (1) A Flight Attendant will be credited for a Trip add in accordance with Section 18.F.2. (Minimum Day Pay) for any Trip created by the Company that is published in open time with less than the applicable Minimum Day Pay Credit.
- (2) A Flight Attendant who requests a portion of a Trip that has less than the applicable Minimum Day Pay Credit will not receive Minimum Day Pay for that Day.
- (3) If any portion of a Trip remaining in Open Time after an award of a partial Trip add includes a day with less than the applicable Minimum Day Pay Credit due to the partial Trip add, the Flight Attendant will not receive Minimum Day Pay for that day. Such Open Time will have a designator indicating that Minimum Day Pay will not be paid.
- (4) A Reserve Flight Attendant, or a Flight Attendant who has been junior assigned pursuant paragraph 5.H.6., who is assigned to a Trip that includes a day with less than the applicable Minimum Day Pay Credit, will be paid Minimum Day Pay for that day regardless of whether the Trip was modified from the original pattern by a Flight Attendant who was awarded partial Trip add(s).

Examples (All assume three and one-half (3.5) hour Minimum Day Pay Credit):

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Example 1: A two (2) day Trip in Open Time created by the Company is scheduled for 4 hours of Pay Credit on Day 1 and 2 hours 30 minutes of Pay Credit on Day 2. A Flight Attendant is awarded a partial Trip add that provides him or her with 2 hours of Pay Credit in Day 1 and all of the Pay Credit in Day 2. The Flight Attendant would not receive Minimum Day Pay for Day 1, (in accordance with Paragraph c.(3) above), but would receive Minimum Day Pay (3.5 hours total) for Day 2 (in accordance with the first sentence of Paragraph c.(3) above).

Another Flight Attendant adds the 2 hours of Pay Credit that remained on Day 1. The Trip would be designated as a below-Minimum Day Trip in accordance with paragraph c.(1), above, and the Flight Attendant would not receive Minimum Day Pay for that day.

Example 2: A Flight Attendant drops 2 hours of Pay Credit from their originally awarded Trip to Open Time. Another Flight Attendant adds the 2 hours of Pay Credit. The Trip would be designated as a below-Minimum Day Trip in accordance with paragraph c.(1), above, and the Flight Attendant would not receive Minimum Day Pay for that day.

If the 2 hours of Pay Credit remains in Open Time and is assigned to a Reserve Flight Attendant, the Reserve Flight Attendant would receive Minimum Day Pay in accordance with paragraph c.(4), above.

3. A Duty Period trip that begins in one Calendar Day, and continues into the next Calendar Day, will not trigger an additional Minimum Day Pay Credit for the Duty performed as part of the same Duty Period in the subsequent Calendar Day, provided the Flight Attendant is scheduled to be released and is released from Duty no later than 0200 local time. In such circumstance, the Minimum Day provision will only be applied to the first Day. However, if the Flight Attendant is released from Duty after 0200 local time, or is scheduled to be released from Duty after 0200 local time, the Flight Attendant will be entitled to an additional Minimum Day. Pay Credit for a leg will be allocated to the Day in which the leg actually departs, based on local time.

Examples (All assume a three and one-half (3.5) hour Minimum Day Pay Credit):

Example 1: Flight Attendant works a two (2) day trip. Day 1 includes 4 hours and 20 minutes of Pay Credit and the Flight Attendant is scheduled to be released at 2330 local time. The Flight Attendant is actually released at 0135 local. The Flight Attendant is credited with 4 hours 20 minutes of Pay Credit for Day 1, and no additional Minimum Day Pay Credit is generated for Day 2. The Flight Attendant's scheduled and actual release times were both before 0200 local time; no additional Minimum Day credit is due.

Example 2: Flight Attendant works a two (2) day trip. Day 1 includes 5 hours 15 minutes of Pay Credit and the Flight Attendant is scheduled to be released at 0210 local time on Day 2. The Flight Attendant is actually released at 0135 local. The Flight Attendant is credited with the 5 hours 15 minutes of allocated Pay Credit for Day 1, and the Flight Attendant is given 3.5 hours of Minimum Day Pay Credit for Day 2. The Flight Attendant's actual release was before 0200 local time, but the Flight Attendant's scheduled release time was after 0200; Minimum Day credit is due.

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Example 3: Flight Attendant works a two (2) day trip. Day 1 includes 4 hours and 25 minutes of Pay Credit and the Flight Attendant is released at 0210 on Day 2. The Flight Attendant is credited with the 4 hours 25 minutes of allocated Pay Credit for Day 1, and the Flight Attendant is given 3.5 hours of Minimum Day Pay Credit for Day 2. The Flight Attendant's actual release was after 0200 local time; Minimum Day credit is due. Total credited time is 7 hours and 55 minutes.

4. If weather, mechanical or ATC delays cause a Flight Attendant to be detained at an outstation on a scheduled day off, the Flight Attendant shall receive a minimum of four (4) hours pay credit for such day.

G. CANCELLATION AND REASSIGNMENT PAY

1. If a Flight Attendant is ready and available to fly, but his/her scheduled trip or flight is canceled due to (but not limited to) weather, mechanical, Air Traffic Control, operational decisions or the lack of available flight crew members, the Flight Attendant shall be paid no less than one hundred percent (100%) of his/her hourly flight pay for the scheduled block-to-block time lost due to such cancellation.
2. Cancellation credit for a CDO trip will be based upon the credit value of the CDO in accordance with this Agreement.
3. If, in actual operation, delays or cancellations cause a Flight Attendant to work into a scheduled day off, the Flight Attendant will be paid no less than one hundred fifty percent (150%) for all flying performed on the scheduled day off. The Flight Attendant will be released after the first flight that returns the Flight Attendant to his/her domicile.
4. In circumstances where delays would require a Flight Attendant to fly to the FAR limitations, the Company will minimize these occurrences through the use of reserves consistent with the needs of the operation. If a Flight Attendant is extended beyond fourteen (14) hours, he/she will be paid for all time flown in excess of fourteen (14) hours at one hundred percent 150% of his/her hourly rate of pay. If a Flight Attendant either agrees to, or in actual operation is required to, remain on duty in excess of fifteen (15) hours in a duty period, he/she shall receive two-hundred percent (200%) of his/her applicable rate of pay for all time flown in excess of fourteen (14) hours.

H. CDO PAY (HIGH SPEED)

1. A Flight Attendant scheduled for a CDO trip will receive flight pay and credit for the greater of the actual flight time performed, or four (4) hours of flight pay except as set forth in subparagraph 3. below.
2. A Full Time Flight Attendant scheduled for a pure CDO (high speed) line will be credited and paid his/her monthly guarantee or the greater of the total monthly credit for actual CDO trips flown.

EXCEPTION: A Full Time Flight Attendant scheduled for a pure CDO (high speed) line, who drops all of his/her awarded CDO pairings without picking up other flying in the month, will not receive any pay credit for the month.

3. For only those Flight Attendants awarded a pure CDO (high speed) line, the dropping or adding of CDOs shall be handled for pay purposes as follows:

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a. CDO Drop

A Full-time Flight Attendant holding a pure CDO line (high speeds) who loses time as a result of a drop/trade of a CDO trip, will have his/her guarantee or adjusted guarantee adjusted downward on a pro-rated basis consistent with the ratio of his/her line award to a guarantee of seventy-five (75) hours.

b. CDO Adds

A Full-time Flight Attendant holding a pure CDO line (high speeds) who adds time as a result of a pick-up, or has a net positive gain as a result of trading CDO trips, may be paid above his/her guarantee or adjusted guarantee on a pro-rated basis consistent with the ratio of his/her line award to a guarantee of seventy-five (75) hours.

Example Calculations - CDO Drops/Addrs For Pure CDO Line Holders:

<u>Hours Awarded</u>	<u>Drop Hours</u>	<u>Add Hours</u>	<u>% Add/Drop</u>	<u>Pay Hours</u>
48	12	12	0%	75
48	12	0	-25%	56.25
48	0	12	25%	93.75
40	20	0	-50%	37.5
40	0	20	50%	112.5
40	0	40	100%	150
56	4	19.25	27.2%	95.42
56	8	10.5	4.5%	78.35
56	10.5	8	-4.5%	71.65
44	12	8	-9.1%	68.18
44.05	4.05	0	-9.2%	68.10
51.15	8	0	-15.6%	63.27

I. DRUG AND ALCOHOL TESTING

1. When a Flight Attendant is required to participate in drug or alcohol testing, at an off-airport location he/she will be credited with one (1) hour of block time, at his/her applicable hourly rate of pay, above guarantee. If the facility is located at the airport, a Flight Attendant will receive one-half hour (.5) of pay credit above guarantee.
2. A Flight Attendant participating in drug/alcohol testing will not be considered on duty during such testing, unless the testing occurs during a scheduled duty period.
3. If a Flight Attendant is required to participate in drug/alcohol testing on a scheduled day off, for any reason, the Flight Attendant will be paid a minimum of two (2) hours.

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J. TIME KEEPING AND PAY DAYS

1. Flight Attendants are paid semi-monthly on the first (1st) and sixteenth (16th) days of each month, or the business day prior to those days if the first (1st) or the sixteenth (16th) falls on a weekend day.
2. Full-time Flight Attendants will be paid as follows:
 - a. The paycheck received on the first (1st) of the month will reflect the second half of the previous month's guarantee equal to one-half of the Flight Attendant's guarantee or adjusted guarantee.
 - b. The paycheck received on the sixteenth (16th) of the month will reflect the first half of the current month's guarantee, equal to one-half of the Flight Attendant's guarantee or adjusted guarantee, in addition to all flying performed and credit received above the monthly guarantee or reduction of guarantee, as appropriate, for the previous month. This check will also reflect vacation and sick time used, and per diem earned in the previous month.
3. Part-time Flight Attendants will be paid as follows:
 - a. The paycheck received on the first (1st) of the month, will reflect all flying performed and credit earned for the first day of the bid month through the fifteenth (15th) of the previous month, except sick, and per diem.
 - b. The paycheck received on the sixteenth (16) of the month will reflect all flying performed and credit earned for the sixteenth (16th) through the last day of the previous bid month, plus any sick, and per diem earned during the previous month.
4. A Flight Attendant may have his/her pay, and any other earnings, directly deposited into a personal account at a financial institution of the Flight Attendant's choice provided the institution participates in the automated clearing house. Employees will receive an itemized statement of wages when the Company makes the direct deposit.
5. In the case of a substantiated pay error, the Company will remedy such error by paying the Flight Attendant any amount due through either the next scheduled "payroll special payment run" or his/her next paycheck, whichever is sooner, but in no case more than five (5) business days after the date on which the error was substantiated by the Company. Payment will be via direct deposit into the Flight Attendant's designated account or, in the absence of such an account, by mailing a check via "overnight" delivery to the Flight Attendant's address on file.
6. When there is an overpayment to a Flight Attendant, the Company will notify the affected employee and provide documentation and substantiation of the overpayment. The Flight Attendant will have thirty (30) calendar days to respond and arrange a mutually agreeable repayment schedule. The Company may require the employee to authorize the Company to deduct repayment from his/her subsequent check(s). Absent agreement by the Flight Attendant, the maximum amount that can be deducted from each pay period will be ten percent (10%) of the net earnings until paid in full.

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7. Unless previously agreed to by the Flight Attendant, or provided otherwise in this Agreement, a Flight Attendant will not have deductions taken from his/her paycheck without prior approval or notification.
8. Flight time earned during a duty period which commences in one month and ends in the following month will be credited to the month in which the duty period began (i.e. CDO trips).

K. PAY RAISES BEYOND CONTRACT AMENDABLE DATE

Should this Agreement continue in effect beyond the amendable date of this Agreement, while the parties negotiate a new Contract, Flight Attendants who reach an Anniversary Date entitling them to a step increase shall move to the appropriate step, and shall receive pay in accordance with the standard trip pay then in effect for that step.

L. HOLIDAY PAY

A Flight Attendant who is on duty on the holidays listed below shall be paid at 150% of his/her hourly rate for all credited hours, with 50% being paid above guarantee, including minimum day credit. A Flight Attendant who is at an outstation but does not have a duty period commencing on the holiday will be paid his/her Minimum Day credit at 150% of his/her hourly rate, with 50% being paid above guarantee.

Eligible Holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Examples (All assume a three and one-half (3.5) hour Minimum Day Pay Credit):

Example 1: Flight Attendant works on New Year's Day. The scheduled flight time is 2 hours and 45 minutes, and the actual flight time is 2 hours and 50 minutes. The Flight Attendant receives 40 minutes of Minimum Day credit, for a total of 3.5 hours of credit, toward guarantee. The Flight Attendant is also credited 1 hour and 45 minutes above guarantee.

Example 2: Flight Attendant works on Thanksgiving Day. The scheduled flight time is 2 hours 55 minutes, and the actual flight time is 3 hours 20 minutes. The Flight Attendant receives 3 hours 20 minutes of credit and 10 minutes of Minimum Day Credit, for a total of 3.5 hours of credit, toward guarantee. The Flight Attendant is also credited 1 hour and 45 minutes above guarantee.

Example 3: Flight Attendant works a three (3) day trip over Memorial Day. The Flight Attendant is required to remain away from their domicile without a duty period on Memorial Day. The Flight Attendant receives 3.5 hours of Minimum Day credit towards guarantee, and 1 hour and 45 minutes above guarantee.

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M. PREMIUM PAY

1. If the Company offers any type of premium pay to Flight Attendants who voluntarily pick up Open Time flying or Reserve Days during a specific period of time, the Company will pay all Flight Attendants who previously picked up Open Time Flying or Reserve Days on the designated days, and perform such flying, the equivalent amount of premium pay.
2. A Flight Attendant will not receive premium pay for Trips or Reserve Days added until such added Pay Credit is utilized to offset the amount of Pay Credit dropped due to Trip or reserve day drops and trades (See Section 18.D.3.a and 18.D.3.c).
3. A Flight Attendant who is eligible for premium pay shall be paid according to the Trip value (or portion thereof) or reserve day at the time of the transaction.

Example 1: The awarded Pay Credit for a Flight Attendant's Line is 70 hours (the Flight Attendant's minimum monthly guarantee is 75 hours). Throughout the month, the Flight Attendant drops a Trip worth 15 hours and adds a Trip from Open Time worth 20 hours, with all days of the trip designated at 150%. The Flight Attendant's new Pay Credit is 82.5 hours (75 hours plus 5 hours of trade value and 2.5 hours of premium pay).

Example 2: The awarded Pay Credit for a Flight Attendant's Line is 80 hours. Throughout the month, the Flight Attendant drops a Trip worth 15 hours and adds a Trip from Open Time worth 15 hours, with all days of the trip designated at 150%. The Flight Attendant's Pay Credit remains at 80 hours since the Flight Attendant did not add flying in excess of Trip drops.

Example 3: The awarded Pay Credit for a Flight Attendant's Line is 80 hours. Throughout the month, the Flight Attendant drops a Trip worth 10 hours and adds a 2-day trip from Open Time worth 15 hours; the first day of the trip is worth 8 hours and is designated at 150%, while the second day of the trip is worth 7 hours but not designated premium pay. The Flight Attendant's new Pay Credit is 87.5 hours (80 hours plus 5 hours trade value plus 2.5 hours of premium pay).

Example 4: A Flight Attendant is awarded a full Reserve Line of 75 hours. Throughout the month, the Flight Attendant drops 4 reserve days, worth 15 hours, and adds a trip from Open Time worth 20 hours, with all days of the trip designated at 150%. The Flight Attendant's new Pay Credit is 82.5 hours (75 hours plus 5 hours of trade value and 2.5 hours of premium pay).

Example 5: The awarded Pay Credit for a Flight Attendant's Line is 75 hours. Throughout the month, the Flight Attendant applies for and is approved a Leave of Absence requiring their guarantee to be reduced by 15 hours and adds a Trip from Open Time worth 20 hours, with all days of the trip designated at 150%. The Flight Attendant's new Pay Credit is 90 hours (60 hours plus 20 hours of trade value and 10 hours of premium pay).

Section 18 – Compensation

APPENDIX - SECTION 18 FLIGHT ATTENDANT PAY SCALE EFFECTIVE MARCH 31, 2020

Years of Service	3/31/2020	4/1/2021*	4/1/2022*	4/1/2023*	4/1/2024*	4/1/2025*
0 – 6 mo	\$19.00	\$19.29	\$19.57	\$19.87	\$20.17	\$20.47
6 mo – 1	\$20.00	\$20.30	\$20.60	\$20.91	\$21.23	\$21.55
1 – 2	\$23.99	\$24.35	\$24.71	\$25.09	\$25.46	\$25.84
2 – 3	\$25.61	\$25.99	\$26.38	\$26.77	\$27.18	\$27.58
3 – 4	\$27.35	\$27.76	\$28.18	\$28.60	\$29.03	\$29.46
4 – 5	\$28.97	\$29.40	\$29.85	\$30.29	\$30.75	\$31.21
5 – 6	\$30.00	\$30.45	\$30.91	\$31.37	\$31.84	\$32.32
6 – 7	\$31.50	\$31.97	\$32.45	\$32.94	\$33.43	\$33.93
7 – 8	\$32.85	\$33.34	\$33.84	\$34.35	\$34.87	\$35.39
8 – 9	\$34.02	\$34.53	\$35.05	\$35.57	\$36.11	\$36.65
9 – 10	\$35.01	\$35.54	\$36.07	\$36.61	\$37.16	\$37.72
10 – 11	\$35.99	\$36.53	\$37.08	\$37.63	\$38.20	\$38.77
11 – 12	\$36.95	\$37.50	\$38.07	\$38.64	\$39.22	\$39.81
12 – 13	\$37.57	\$38.13	\$38.71	\$39.29	\$39.88	\$40.47
13 – 14	\$38.50	\$39.08	\$39.66	\$40.26	\$40.86	\$41.48
14 – 15	\$39.00	\$39.59	\$40.18	\$40.78	\$41.39	\$42.01
15 – 16	\$39.50	\$40.09	\$40.69	\$41.30	\$41.92	\$42.55
16 – 17	\$40.00	\$40.60	\$41.21	\$41.83	\$42.45	\$43.09
17 – 18	\$40.50	\$41.11	\$41.72	\$42.35	\$42.99	\$43.63
18 – 19	\$41.00	\$41.62	\$42.24	\$42.87	\$43.52	\$44.17
19 – 20	\$41.35	\$41.97	\$42.60	\$43.24	\$43.89	\$44.55
20+	\$41.81	\$42.44	\$43.07	\$43.72	\$44.38	\$45.05

*Annual pay increases will be effective the first day of the April bid month each year. The first day of the bid month may vary in accordance with the other provisions of this agreement, and may be prior to, on, or after the first day of the month.

SECTION 19 – DEADHEAD

A. DEADHEAD

1. Deadhead means the transport by air or surface vehicle of a Flight Attendant from one point to another pursuant to Company orders.
2. Deadhead, whether by air or surface, shall not be considered rest.

B. FLIGHT DEADHEAD

1. A Flight Attendant who is required to deadhead by air will receive Pay Credit equal to one-hundred percent (100%) and Schedule Credit equal to seventy-five percent (75%) of the applicable hours for the greater of the scheduled or actual block-to-block leg value of such deadhead.
2. A Flight Attendant who is required to deadhead by air to or from his/her domicile to training will receive Pay Credit equal to one-hundred percent (100%) and Schedule Credit equal to seventy-five percent (75%) of the applicable hours for the greater of the scheduled or actual block-to-block leg value of such deadhead.

C. SURFACE DEADHEADING

1. A Flight Attendant who is required to deadhead by use of surface transportation will receive Pay Credit equal to one-hundred percent (100%) and Schedule Credit equal to seventy-five percent (75%) of the applicable hours for the greater of the actual or scheduled time spent en route.
2. For surface transportation between JFK and LGA airports, a fixed en-route time of sixty (60) minutes has been established by the Company.

D. CANCELLATIONS

A Flight Attendant who incurs a cancellation for a scheduled deadhead flight will receive one hundred percent (100%) deadhead pay for the scheduled leg value of the deadhead flight.

E. DEADHEADING OUT OF BASE

1. A Flight Attendant scheduled on a pairing which originates with a deadhead may pick up the trip at the outstation from which the first working leg departs. When the Flight Attendant chooses not to take the scheduled deadhead, the Flight Attendant will not be compensated for the deadhead. In such situations, the Flight Attendant must do the following:
 - a. call Crew Scheduling no later than report time of the original pairing;
 - b. confirm that he/she is at the outstation from which the first working leg of the pairing departs; and
 - c. advise that she/he will not be taking the scheduled deadhead.
2. When a scheduled trip ends with a deadhead, a Regular line holder may, with prior

notice to Crew Scheduling, elect not to fly such deadhead. When the Flight Attendant chooses not to take the scheduled deadhead, he/she will not be compensated for the deadhead flight.

F. ALTERNATE DEADHEAD

1. A Flight Attendant may elect to replace a deadhead that is scheduled as the last leg of his/her Trip with the option of positive space travel ("Alternate Deadhead") to an airport within seventy (70) miles of the Flight Attendant's home of record. If the Flight Attendant lives more than seventy (70) miles from the closest airport to the Flight Attendant's home of record, exceptions will be made on a case-by-case basis.
2. The Flight Attendant must notify Crew Scheduling of his/her desire to replace the scheduled deadhead back to his/her Domicile with an Alternate Deadhead no later than 1700 on the 24th of the previous month if the deadhead appears on the Flight Attendant's Final Line Award, and no later than twenty-four (24) hours following notification if the assignment is the result of a schedule change after the Final Line Award or assignment of flying to a reserve.
3. A Flight Attendant who utilizes Alternate Deadhead will be booked on a positive space basis if:
 - a. sales are authorized at the time of the attempted booking;
 - b. the routing does not pass through the Flight Attendant's Domicile;
 - c. the routing does not exceed the number of deadhead segments scheduled; and
 - d. the flight segment(s) departs on the same day as the originally scheduled deadhead.
4. A Flight Attendant who is provided a positive space reservation for an Alternate Deadhead shall notify Crew Scheduling if he/she no longer requires or intends to use the reservation.
5. When a Flight Attendant utilizes an Alternate Deadhead, the Flight Attendant's pay and per diem will be paid in accordance with the originally scheduled deadhead.

SECTION 20 – DURATION

- A. Unless otherwise stated herein, this Agreement shall become effective on March 31, 2020, and will continue in full force and effect until March 30, 2025, and shall renew itself without change each succeeding March 31st thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party at least six (6) months prior to March 31, 2025, or any year thereafter.
- B. 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 negotiations for modification or amendment of this Agreement and negotiations shall commence within thirty (30) days from receipt of said notice.

SECTION 21 – AGENCY SHOP and DUES CHECK OFF

A. AGENCY SHOP

1. Each Flight Attendant of the Company on the Endeavor Air Flight Attendant's Seniority List shall be required, as a condition of employment, beginning ninety (90) days after his/her seniority date, or as provided for in the Union's Constitution & Bylaws, whichever is later: (1) to be or become a member of the union; or (2) pay to the Union a monthly service charge for the administration of this Agreement and representation of the Flight Attendant. Such monthly service charge shall be equal to the Union's regular monthly dues, initiation fee and periodic assessments, which would be required to be paid by such Flight Attendant if a member, provided that neither membership nor the payment of a service charge shall be required with respect to any such Flight Attendant: (a) for whom membership is not available upon the same terms and conditions generally applicable to any member; or (b) as to whom membership was denied or terminated for any reason other than the failure to tender periodic dues, initiation fees and assessments uniformly required by the Union as a condition of acquiring or retaining membership. The Union shall treat members and non-members alike in calculating the amounts due, in establishing the due date of payments and in determining whether a Flight Attendant's account is delinquent.
2. If any Flight Attendant of the Company on the Endeavor Air Flight Attendant's Seniority List who is required under this Agreement to make payment of a service charge, (and/or membership dues, and/or initiation fees, and/or periodic assessments) becomes delinquent in accordance with the Union's constitution in the making of such payments, the Union shall notify such Flight Attendant by Registered Mail, Return Receipt Requested, a copy to the Director of Inflight of the Company, his/her successor or designee, that he/she is delinquent in the payments specified above, and the total amount of money due and the period for which he/she is delinquent and that he/she is subject to discharge as an employee of the Company. Such letter shall also notify the Flight Attendant that he/she must remit the required payment within a period of fifteen (15) days or be discharged. The notice of delinquency required under this Paragraph shall be deemed to be received by the Flight Attendant, whether or not it is personally received by him/her, when mailed by the Treasurer of the Union, or his/her designee, by Registered Mail, Return Receipt Requested, postage prepaid to the Flight Attendant's last known address or to any other address which has been designated by the Flight Attendant. It shall be the duty of every Flight Attendant to notify the Company and the Union of every change in his/her home address or an address where the notice required by this Paragraph can be sent and received by the Flight Attendant, if the Flight Attendant's home address is at any time unacceptable for this purpose.
3. If, upon expiration of the fifteen (15) day period provided in Paragraph 2., above, the Flight Attendant still remains delinquent, the Union shall certify in writing to the Director of Inflight, his/her successor or designee, copy to the Flight Attendant, both by Registered Mail, Return Receipt Requested, that the Flight Attendant has failed to make payment within the grace period allowed and is, therefore, to be discharged. The Director of Inflight, his/her successor or designee, shall thereupon take proper steps to discharge such Flight Attendant from the service of the Company as soon as possible and in any event within twenty-one (21) days after receipt of the notice provided herein, shall advise the Flight Attendant of his/her termination.

Section 21 – Agency Shop and Dues Check-Off

4. A protest by a Flight Attendant who is to be discharged as the result of an interpretation or application of the provisions of this Agency Shop Agreement shall be subject to the following procedures:
 - a. A Flight Attendant who believes that the said provisions have not been properly interpreted or applied as they pertain to him/her, may submit his/her request for review in writing within fifteen (15) days after receipt of the notification from the Director of Inflight, as provided above. The request must be sent by Registered Mail, Return Receipt Requested to the Director of Inflight or his/her successor or designee, who will review the protest and render a decision in writing, not later than fifteen (15) days following receipt of the protest.
 - b. The Director of Inflight, his/her successor or designee, shall forward his/her decision to the Flight Attendant, with a copy to the MEC President by Registered Mail, Return Receipt Requested. Said decision shall be final and binding upon all interested parties, unless appealed within ten (10) days by either the Union or the Flight Attendant. Appeals shall be filed with the System Board of Adjustment.
 - c. During the period the protest is being handled, as herein provided, and until final decision is rendered by the System Board of Adjustment, the Flight Attendant shall not be discharged from the Company nor lose any seniority right.
5. The Company shall be held harmless and indemnified by the Union for any and all claims, awards or judgments, including court costs, which may result from action by any Flight Attendant or Flight Attendants by virtue of application of the terms of this Agreement.
6. It is understood that the requirements of this Agency Shop Agreement shall not apply to any supervisory Flight Attendant as defined by the Railway Labor Act.

B. DUES CHECK-OFF

1. The Company will deduct from the pay of Flight Attendants the appropriate amounts described in subparagraphs 2. and 3., below provided such Flight Attendant voluntarily executes one of the following agreed upon forms which will be prepared and furnished by the Union as a "Check-Off Form".
2. Form To Be Used:

**ASSOCIATION OF FLIGHT ATTENDANTS-CWA
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK OFF OF ASSOCIATION
DUES**

TO:

I, _____ hereby authorize _____ to deduct from my earnings once each month \$_____ the standard monthly membership Union Dues (or such standard monthly membership dues as may hereafter be established by the Union), service charges, initiation fees, and assessments. Such amount so deducted is hereby assigned to the Association of Flight Attendants, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable collective bargaining Agreement. This assignment and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof or upon the termination date of the Agreement in effect at the time this is

Section 21 – Agency Shop and Dues Check-Off

signed, whichever occurs sooner. A copy of such revocation will be sent to the President of the Master Executive Council.

Deduction of Dues Arrears

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 Union. Such arrears deduction shall continue until the entire dues arrearage is satisfied.

Signature of Employee:

Employee Number:

Classification Seniority Date

Domicile:

Date of First Deduction:

NOTE: This form may be used by non-members for monthly service charge deductions.

Please print name and address below:

NAME:

ADDRESS:

CITY, STATE, & ZIP:

Please complete and return to:

ASSOCIATION OF FLIGHT ATTENDANTS-CWA
501 Third Street NW,
WASHINGTON, D.C. 20001

3. All Check-Off Forms will be submitted through the Union who will forward the original copy to the Payroll Accounting Manager, Executive Offices. A properly executed Check-Off Form, filed before the tenth (10th) of the month will become effective on the first (1st) of the following month following its receipt by the Payroll Section of the Accounting Department. Illegible or improperly executed forms will be returned to the MEC President and/or MEC Secretary/Treasurer.
4. Any notice of revocation must be in writing, signed by the employee and delivered by the employee via certified mail, addressed to the Payroll Accounting Manager, Endeavor Air, Inc., Executive Offices, with a copy of the revocation to the MEC President and/or MEC Secretary/Treasurer.

5. Deduction of a Flight Attendant's total obligation shall be made from a Flight Attendant's paycheck issued each pay period provided there is a sufficient balance due to the employee at the time, after all other deductions required by law, or provided by this Agreement (including money claims of the Company), have been satisfied. Within a reasonable time after the second regular paycheck issued each month, the Company will remit to the Union, a check in payment of all dues and service charges collected for the prior month pursuant to outstanding and unrevoked Check-Off Forms.
6. An employee who has executed a Check-Off Form and who has been (1) transferred or promoted to a job outside of the Inflight Department; (2) who resigns from the Company; (3) who is furloughed; or is (4) otherwise terminated from the employ of the Company shall be deemed to have automatically revoked his/her assignment as of the date of such action and if he/she:
 - (1) transfers back to a job covered by the Agreement;
 - (2) is rehired;
 - (3) is recalled;
 - (4) re-employed,

Further deductions of Union dues or service charges will be made only upon execution and receipt of another Check-Off Form.

7. It will be the Union's responsibility to verify apparent errors or back due accounts owed by an individual before contacting the Company Payroll Accounting Manager regarding payroll deductions of such missed collections from a dues roster provided by the Company.
8. In cases where a deduction is made which duplicates a payment already made to the Union by an employee and where a deduction is not in conformity with the provisions of the Union Constitution, refunds will be made to the employee by the Union.
9. The Company shall be held harmless and indemnified by the Union for any claims which may be made by the employees by virtue of the application of the terms of this Agreement.

C. FLIGHT-PAC DEDUCTIONS

1. The Company agrees to deduct a monthly contribution from the Flight Attendants second monthly paycheck 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").
2. The language of the Check-Off Forms shall be as shown in subsection 9 of this Section.

Section 21 – Agency Shop and Dues Check-Off

3. 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. A properly executed Check-Off Form, filed before and received by the Company 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.
4. 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, Endeavor Airlines, 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 Endeavor Airlines and stamp-dated by the 10th of any month will become effective the 1st of the following month.
5. 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 have been satisfied. Within a reasonable time after the second regular paycheck issued each month, the Company will remit to Flight-PAC 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.
6. 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 Flight-PAC contributions will be made only upon execution and receipt of another Check-Off Form.
7. It will be the Union's responsibility to verify apparent errors in deduction of contributions before contacting the Company Payroll Accounting Manager.
8. Flight-PAC Form. The AFA will use the following Flight-PAC Form:

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 ADDRESS

REFERRED 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.

SECTION 22 – PROFIT SHARING, RETIREMENT AND 401(k)

A. PROFIT SHARING PLAN

1. The Payout Threshold shall be the pre-tax margin excluding non-cash deferred revenue and special items (“Adjusted Margin” and “Adjusted Earnings”).
2. The Bonus Pool shall equal ten percent (10%) of Adjusted Earnings up to four percent (4%) in pre-tax margin; fifteen percent (15%) of Adjusted Earnings over four percent (4%) and up to eight percent (8%) in pre-tax margin, and twenty percent (20%) of Adjusted Earnings over eight percent (8%) pre-tax margin.
3. Payout
 - a. Each class of employees will receive a pro rata share of the Bonus Pool based on the ratio of the class's total concessions resulting from Pinnacle's bankruptcy to the aggregate amount of such concessions across all employee classes. The share for the Flight Attendant class will be 10.8%.
 - b. The Bonus Pool amount allocated to an employee class for each fiscal year will be allocated to eligible employees within the class on a pro rata basis based on the ratio of the employee's Considered Earnings for the year to the aggregate amount of Considered Earnings for all eligible employees in such class for that year.
 - c. Considered Earnings are those earnings currently defined for contribution to the Company's 401(k) for that portion of the fiscal year for which the employee was eligible to participate
4. Eligibility
 - a. All current employees (excluding officers and directors) are eligible for the profit sharing plan on January 16, 2013.
 - b. Employees hired after January 16, 2013, will become eligible for the profit sharing plan after one (1) year of continuous, active service.
 - c. To be eligible, employees must be employed at the end of year.
5. Election to Endeavor Air Savings Plan – 401(k)
 - a. In lieu of a cash payout, a Flight Attendant may elect to have any portion of his/her payout from the Profit Sharing Plan deferred into the Endeavor Air Savings Plan – 401(k) (“401(k) Plan”), subject to annual IRS contribution limits and any other applicable regulatory limits.
 - b. Any 401(k) Plan deferral will not be eligible for the Company matching contribution.
 - c. Elections to defer into the 401(k) Plan for the Profit Sharing Contributions may be made at least annually.
 - d. Any portion not deferred into the 401(k) Plan will be paid as earnings subject to any required withholding obligations.

Section 22 – Profit Sharing, Retirement and 401(k)

6. AFA-CWA will have the right to review the methodology and calculation of the bonus pool and payouts (including data and access to relevant personnel) prior to distribution.

B. RETIREMENT

1. Flight Attendants will be provided with retirement benefits on the same terms and conditions, as those provided to any other non-contract, non-management employees.
2. Travel privileges upon retirement will be granted consistent with applicable pass travel policy.

C. ENDEAVOR AIR SAVINGS PLAN - 401(k)

1. A Flight Attendant hired during the six (6) months prior to January 1, 2020, or who is hired on or after January 1, 2020, shall be deemed to be immediately eligible to participate in the Endeavor Air Savings 401(k) Plan ("401(k) Plan").
2. A Flight Attendant who is eligible under paragraph 1. above, but who does not make an affirmative salary deferral election, shall, on or after the 45th day following his or her eligibility date, be auto-enrolled in the 401(k) Plan.

EXAMPLE: A Flight Attendant hired on January 3, 2020, will be eligible to participate in the Plan on January 3, 2020, (and not August 1, 2020), and would thereafter be auto-enrolled on or after February 17, 2020 (45 days after 1/1/2020) unless he or she makes an affirmative salary deferral election, or otherwise notifies the record-keeper of his or her preference not to participate in the 401(k) Plan, prior to that date.

3. A Flight Attendant new hire shall be auto-enrolled at a three percent (3%) employee salary deferral contribution, and such deferral will be escalated by one percent (1%) each year to a maximum of six percent (6%).
4. A Flight Attendant who wishes to change his or her deferral rate or who prefers not participate in the Plan must notify the record-keeper of his or her election.
5. The Company will deposit the Flight Attendant contribution and the Company match within the regulations of the IRS and in accordance with the chart below:

Years of Service	Company Match %	Match Flight Attendant Salary Deferral Percentage Each Plan Year Up To:
1 but less than 5	100%	3.0% of eligible earnings
5 but less than 10	100%	5.0% of eligible earnings
10 but less than 15	100%	8.0% of eligible earnings
15 but less than 20	100%	10.0% of eligible earnings
20 or more	100%	12.5% of eligible earnings

SECTION 23 – RESERVES

A. RESERVE

1. A Reserve Flight Attendant is one who does not hold a Regular flying assignment and is available to perform any Open Time flying not flown by Flight Attendants holding a Regular bid line.
 - a. Part-time lines will not consist of more than twenty percent (20%) Reserve lines.
 - b. Early Release.
 - (1) A Flight Attendant on P1 who has not been given a flight assignment by 1400 local time at his/her Domicile on his/her last day of Reserve before his/her Day Off will automatically be released to his/her Day Off.
 - (2) A Flight Attendant on P2 who has not been given a flight assignment by 1900 local time at his/her Domicile on his/her last day of Reserve before his/her Day Off will automatically be released to his/her Day Off.
 - (3) A Flight Attendant who is released in accordance with paragraph b.(1) or b.(2), above, will be responsible for any assignments placed on his/her calendar prior to the end of his/her originally scheduled contact period on the last day of his/her Reserve sequence, except that a Flight Attendant may, at his/her option, elect to check his/her schedule by 1200 CT on the day following the last originally scheduled day of his/her Reserve sequence for any assignment made prior to the end of his last originally scheduled contact period.
 - c. Reserve Flight Attendants may trade reserve days or days off and pick-up Open Time on scheduled days off, if legal, provided the flying does not conflict with scheduled reserve assignments. All flying picked up from Open Time by a Reserve Flight Attendant on a scheduled day off will be paid above monthly guarantee.

NOTE: A Reserve Flight Attendant who picks up a trip from Open Time on a scheduled day off under this Section 23.A.1.c., but who is then unable to perform that trip due to illness or injury, will be credited for the value of the trip missed and will have the value of that trip deducted from his or her accrued sick leave bank, if available, and the value of the trip shall be paid above guarantee (to the extent the Flight Attendant has a sufficient number of accrued sick leave hours to cover the trip).
 - d. A reserve day, in which a Flight Attendant is not given a flying assignment, will not be considered a day off.

Section 23 – Reserves

2. Home Reserve

a. Reserve Availability Period (RAP)

A Home Reserve Flight Attendant is required to be on-call for a period of no more than fourteen (14) hours on a reserve day. A Home Reserve Flight Attendant may be contacted by the Company during the on-call period to begin a duty assignment that is scheduled to commence and conclude consistent with the limitations of the FARs.

The Company shall have two (2), 14-hour, Home Reserve Availability Periods ("RAPs") (RAP Early (P1): 0400 – 1800; and RAP Late (P2): 1000 – 2400). The start times of the respective RAPs may be adjusted to allow the Flight Attendant rest in accordance with Section 6 E.1. A Home Reserve Flight Attendant shall have the ability to preference his/her Home Reserve Availability Period at the time of the monthly bid and such preferences shall be awarded in seniority order. A Home Reserve Flight Attendant shall be assigned the same RAP for a block of reserve days.

b. Company Swap of RAPs

Once awarded, a Home Reserve Flight Attendant's RAP may be swapped up to 48 hours in advance by the Company, subject to the following conditions:

- (1) A Home Reserve Flight Attendant must be provided rest in accordance with Section 6 E.1. herein (Domicile Rest);
- (2) A Flight Attendant assigned to Airport Reserve out-of-domicile must be provided rest in accordance with Section 6 E.2. (Scheduled RON Rest); and
- (3) A Home Reserve Flight Attendant's RAP on the first day of a block of reserve days may not be swapped without the Flight Attendant's consent.

c. A Home Reserve Flight Attendant must provide the Company with a phone number in his/her domicile. The telephone number will be provided by the Flight Attendant by accessing and entering it into Crew Trac.

d. Call Out for Reserves.

- (1) A Flight Attendant on Home Reserve shall report to the airport crew room for check in accordance with the following :
 - (a) no later than two hours and thirty minutes (2:30) hours after he/she is contacted for the JFK and LGA Domiciles; and
 - (b) no later than two hours (2:00) after he/she is contacted for all other Domiciles
 - (c) If a Home Reserve Flight Attendant is contacted for a trip which is scheduled to depart sooner than the report times listed above, Crew Scheduling may authorize reimbursement for use of short/long term

Section 23 – Reserves

parking facilities, and waive crew check-in requirements, with Flight Attendant approval.

- (2) A Flight Attendant on Home Reserve who is a commuter will be allowed to commute to his/her Domicile on a flight that is scheduled to arrive prior to his/her scheduled Trip report time, or the earliest possible report time on the first day of a reserve sequence based upon his/her contact period start time and call-out time, whichever is earlier. A Flight scheduled in accordance with this paragraph will satisfy the requirements of the Company's Call-In Honest Policy.

Example:

Flight Attendant is a P2 Reserve in JFK, but lives in RDU. There is an RDU-JFK flight that is scheduled to arrive in JFK at 1115 on the first day of her reserve sequence. As a P2, her earliest possible report time on the first day of her reserve sequence is 1200, and she may therefore elect to commute on the referenced flight subject to the requirements of Paragraph (3) below rather than commuting to JFK the evening before.

NOTE: If a Flight Attendant commutes into LGA or JFK, and his/her Domicile is the other airport, then the commuting flight must be scheduled to arrive with sufficient time for the Flight Attendant to be in his/her Domicile by his/her Trip report time or his/her earliest possible reserve report time.

- e. A Flight Attendant who commutes by air during his/her call-out period in accordance with paragraph 23.A.2.d.(2) above on the first day of his/her Reserve sequence is subject to the following:
 - (1) The Flight Attendant is required to notify Crew Scheduling prior to departing on his/her commuting flight and will also be required to call Crew Scheduling within fifteen (15) minutes of arrival to confirm his/her arrival and to acknowledge pending schedule notifications; and
 - (2) If the Flight Attendant's commuting flight is delayed, resulting in the flying assignment being removed from the Flight Attendant's schedule, an Airport Reserve may be utilized to operate a flight assigned to the commuting Flight Attendant, and the commuting Flight Attendant may be assigned to Airport Reserve upon arriving in Domicile, notwithstanding the Reserve order of assignment provisions in Section 23.A.2.h.
- f. A Home Reserve Flight Attendant must report to work prepared for an overnight even if he/she has been assigned a one (1) day trip.
- g. Assignment Preferences

At the time of monthly bidding, a Flight Attendant may elect to indicate the following "Reserve Preferences" for that bid month only:

Home Reserve P1

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Home Reserve P2
Airport Reserve YES/NO
Airport Reserve AM (Default)
Airport Reserve PM
Airport Late Reserve
First Out Non CDO (Default)
Last Out Non CDO
First Out CDO (Default)
Last Out CDO

- (1) “First Out” means the Flight Attendant wishes to be utilized before all other similarly situated reserves for flying assignments. “Last Out” means the Flight Attendant wishes that all similarly situated Reserve Flight Attendants will be utilized before him/her. Preferences will be honored in seniority order.
- (2) A Flight Attendant who does not indicate a preference at the time of monthly bidding will be defaulted to “First Out.”

h. Order of Assignment

The Company will assign flying to Home Reserve Flight Attendants in the following order, subject to contractual flight and duty limitations and any applicable FAR limitations:

- (1) First, to Home Reserve Flight Attendants whose number of available reserve days is equal to the number of days of the assignment. In the event there is no Home Reserve Flight Attendant with a number of available days equal to the number of days of the assignment, the Company shall assign the pairing to the Flight Attendants whose schedule contains the next greater number of available reserve days than the number of days of the assignment;
- (2) Second, as between Flight Attendants with the same number of available days, to the Home Reserve Flight Attendant with the lowest projected monthly block hours at the time of the assignment. Flight Attendants whose projected monthly block at the time of assignment are within ten (10) hours of the Flight Attendant with the lowest monthly block shall be deemed to be the same;
- (3) Third, after applying (1) and (2) above, the assignment will be made based upon Flight Attendant preferences as identified in Section 23.A.2.g.; and
- (4) Fourth, any remaining Home Reserve Flight Attendant who is available for duty.

Examples – Flying Assignments

For the Scenarios below, assume the following characteristics for Home Reserve Flight Attendants.

Flight Attendant	Available Days	Projected Block	Preference	Seniority #
1	2	35	First Out	345

Section 23 – Reserves

2	2	39	First Out	261
3	2	28	Last Out	400
4	4	29	Last Out	200
5	4	33	Last Out	225

Scenario 1 (Days of Availability, Projected Block, Preference)

- Pairing #1234, a 2-day trip becomes available for assignment.
- Assume all 5 Flight Attendants above are available for assignment
- Flight Attendants 1, 2 and 3 all have 2-days of availability.
- Flight Attendant 3 has the lowest projected monthly block (28), but Flight Attendant 1 is within 10 hours of Flight Attendant 3, so they are considered the same.
- Flight Attendant 1 has preferred First Out, whereas Flight Attendant 3 has preferred Last Out.
- Flight Attendant 1 would be assigned the trip.

Scenario 2 (Days of Availability, Preference, Seniority)

- Pairing #1234, a 2-day trip becomes available for assignment.
- Assume only Flight Attendants 1, 2, 4 and 5 above are available for assignment
- Flight Attendants 1, 2 both have 2-days of availability.
- Flight Attendant 1 has the lowest projected monthly block, but Flight Attendant 2 is within 10 hours of Flight Attendant 1, so they are considered the same.
- Flight Attendants 1 and 2 have both a preference for First Out.
- Flight Attendant 2, being more senior, would be assigned the trip.

Scenario 3 (Days of Availability, Preference, Reverse Seniority)

- Pairing #5678, a 3-day trip becomes available for assignment.
- Assume all 5 Flight Attendants above are available for assignment
- No Flight Attendant has the same number of days of availability as the assignment, but Flight Attendants 4 and 5 have the next greater number of available reserve days than the number of days of the assignment.
- Flight Attendants 4 has the lowest projected monthly block, but Flight Attendant 5 is within 10 hours of Flight Attendant 4, so they are considered the same)
- Both have preference for Last Out.
- Flight Attendant 5, being more junior, would be assigned the trip (inverse seniority order)

(5) Notwithstanding the order of assignment provisions set forth above, the Company may, at its discretion, assign flying to any Flight Attendant on reserve who requires Flights for qualification, re-qualification, or training;

- A Reserve Flight Attendant who completes an assignment must contact Crew Scheduling before leaving the airport. A Reserve Flight Attendant who completes an assignment may be given additional assignments, however can be held for a maximum of one (1) hour at the airport for the purpose of accepting further flying assignments which must be scheduled to depart within three (3) hours of arrival of the last Flight. The one (1) hour "hold" time period will begin at block in time of the last Flight or at the originally scheduled airport reserve release time. Only if

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he/she receives an express release from the Company will a Flight Attendant be considered in a rest period. A Flight Attendant may request an early release.

- j. A Home Reserve Flight Attendant who is contacted, or who self-notifies, during a Home Reserve period to accept an assignment (whether to Airport Reserve or a Pairing) that requires him/her to report to the airport during the same calendar day, may request to be released from Home Reserve duty and, in the event he/she is released by Crew Scheduling, he/she will no longer be obligated to be available for contact until report time at the airport for the assignment. A Home Reserve Flight Attendant who is not so released by the Crew Scheduling remains subject to all Home Reserve availability and report obligations contained in this Section. Crew Scheduling may not unreasonably deny a Flight Attendant's request to be released under this paragraph.
- k. Home Reserve Flight Attendant may not be assigned Airport Reserve or a flying assignment greater than forty-eight (48) hours from report time for assignment.
 - (1) A Home Reserve Flight Attendant will not be considered available for an assignment that would require him/her to report earlier than the earliest possible report time on the first day of a reserve sequence based on his/her call-out time.

3. Airport Reserve

a. Assignment of Home Reserves to Airport Reserve

- (1) A Flight Attendant may submit a preference for Airport Reserve as set forth in Section 23.A.2.g., and may also designate a preference for Airport Reserve "AM," "PM," or "Late."
- (2) The Company may assign Home Reserve Flight Attendants to Airport Reserve status based on operational needs. When assigning Home Reserve Flight Attendants to Airport Reserve, the Company will do so in the following order, subject to contractual flight and duty limitations and any applicable FAR limitations:

First, in seniority order to available Home Reserve Flight Attendants who have preferenced for Airport Reserve and the Airport Reserve shift matching the assignment (AM/PM/Late);

Second, in the event no available Home Reserve Flight Attendant has preferenced the Airport Reserve shift matching the assignment, in reverse seniority order to Home Reserve Flight Attendants who have preferenced Airport Reserve;

Third, in the event no available Home Reserve Flight Attendant has preferenced Airport Reserve, to the Home Reserve Flight Attendant with the lowest projected monthly block hours at the time of assignment. Home Reserve Flight Attendants whose projected monthly block is within ten (10) hours of the Flight Attendant with the lowest monthly block shall be deemed to be the same.

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Fourth, as between Home Reserve Flight Attendants who have not preferenced Airport Reserve, and who have same projected monthly block, the assignment will be made in reverse seniority order.

- (3) A Home Reserve Flight Attendant will not be assigned to Airport Reserve PM, or Late, on the last day of a set of reserve days unless he or he/she is the only Flight Attendant available for that assignment.

Examples – Assignment of Home Reserve to Airport Reserve

Flight Attendant	Projected Block	Volunteer for AR	ARR Shift Preference	Seniority
1	35	Y	AR – AM	345
2	39	Y	AR – AM	261
3	28	Y	AR – AM	400
4	29	N	AR – PM	200
5	40	N	None	225

Scenario 1 (Preference - Seniority)

- Pairing #2345, Airport Reserve AM built as a single day trip, becomes available for assignment.
- Flight Attendant 1, 2 and 3 have indicated a preference to perform Airport Reserve, and further indicated a preference for AM Airport Reserve
- Flight Attendant 2 being the most senior of the Flight Attendants and having preferenced Airport Reserve AM, would receive the assignment.

Scenario 2 (Preference – Reverse Seniority)

- Pairing #0099, Airport Reserve PM built as a single day trip, becomes available for assignment.
- Flight Attendant 1, 2 and 3 have indicated a preference to perform Airport Reserve, and further indicated a preference for AM Airport Reserve
- Flight Attendant 3, being the most junior of the Flight Attendants having preferenced Airport Reserve, would receive the assignment.

Scenario 3 (Preference – Projected Block)

- Pairing #1122, Airport Reserve AM built as a single day trip, becomes available for assignment.
- Only Flight Attendant 4 and 5 are available for assignment.
- Neither Flight Attendant 4, nor 5, indicated a preference to volunteer for Airport Reserve.
- Flight Attendant 4, with a projected monthly block of 29, would receive the assignment.

Flight Attendant	Projected Block	Volunteer for AR	AR Shift Preference	Seniority
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1	51	Y	AR – AM	128
2	19	N	None	181
3	34	Y	AR – PM	410
4	24	N	None	210
5	20	N	None	250

Scenario 4 (Preference)

- Pairing #4567, Airport Reserve PM built as a single day trip, becomes available for assignment.
- Flight Attendants 1 and 3 have submitted a preference for Airport Reserve.
- Flight Attendant 3 also has preferenced Airport Reserve PM, while Flight Attendant 1 has preferenced Airport Reserve AM.
- Flight Attendant 3, even though junior to Flight Attendant 1, would receive the assignment due to his/her more specific preference to Airport Reserve PM.

Scenario 5 (No Preference, Projected Block, Reverse Seniority)

- Pairing #5432, Airport Reserve AM is built as a single day trip, and becomes available for assignment
- Only Flight Attendants 2, 4 and 5 are available for the assignment, none of whom have preferenced Airport Reserve
- Flight Attendant 2 has the lowest projected monthly block hours, but Flight Attendants 4, and 5 are within 10 block hours of Flight Attendant 2, and are deemed the same for purposes of assignment.
- Flight Attendant 5, being the most-junior Flight Attendant will receive the assignment to Airport Reserve AM (reverse seniority).

Scenario 6 (Preference)

Flight Attendant	Projected Block	Volunteer for AR	AR Shift Preference	Seniority
1	51	Y	AR - LATE	128
2	19	N	None	181
3	34	Y	AR - PM	410
4	24	N	None	210
5	20	N	None	250

- Pairing #4567, Airport Reserve LATE built as a single day trip, becomes available for assignment.
- Flight Attendants 1 and 3 have submitted a preference for Airport Reserve.
- Flight Attendant 1 also has preferenced Airport Reserve LATE, while Flight Attendant 3 has preferenced Airport Reserve PM.
- Flight Attendant 1 would receive the assignment due to his/her Airport Reserve shift preference matching the assignment.

- b. An Airport Reserve Flight Attendant is required to be on-call at the airport, in uniform, prepared to work, for a period of eight (8) hours, beginning when he/she

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reports to the airport and signs in as an Airport Reserve. A Flight Attendant on Airport Reserve may only be assigned flying, including deadhead, that is originally scheduled to depart within his/her Airport Reserve Duty Period.

- c. A Flight Attendant on Airport Reserve is considered on duty from the time he/she signs in as an Airport Reserve at the airport and shall earn per diem for his/her scheduled reserve period beginning at check-in time of the Airport Reserve period and end at release time. An Airport Reserve Flight Attendant may request an early release.
- d. An Airport Reserve day will have a credit value of four (4) hours toward the Flight Attendant's monthly guarantee.
- e. Airport Reserve Flight Attendants shall make his/her best effort to report to the aircraft, upon notification of an assignment, within fifteen (15) minutes.
- f. Airport Reserve Pairing Assignment.
 - (1) When more than one (1) Flight Attendant is on Airport Reserve during the same period, pairing assignments shall be made based on the needs of the operation, and with due consideration of days of availability, and, in the case of Flight Attendants with the same days of availability, to the Flight Attendant with the lowest projected block time accrued for the month.
 - (2) Airport Reserve Flight Attendants may be assigned pairings prior to assignment to Home Reserve Flight Attendants, pursuant to Section 23.A.3.f. (1) above.
- g. An Airport Reserve who is assigned flying during the Airport Reserve period will not be scheduled to be on duty more than fourteen (14) hours, beginning at the report time for the Airport Reserve period. A Reserve Flight Attendant will only be assigned Airport Reserve for a maximum of six (6) days in a bid month unless a Flight Attendant has submitted a preference for Airport Reserve. If all available Reserve Flight Attendants in a Domicile have each been assigned Airport Reserve six (6) days in a bid month, or no other Reserve Flight Attendant is available, a Flight Attendant can be assigned Airport Reserve more than six (6) days in that bid month.
- h. When an Airport Reserve Flight Attendant's assignment has ended and he/she has not been assigned a trip during the Airport Reserve assignment, he/she shall be released into domicile rest and shall be non-contactable until the start of his/her next Reserve Availability Period or until his/her domicile rest has concluded, whichever is greater.

4. Reserve Away from Domicile

- a. A Flight Attendant on Reserve Status may be assigned to Reserve away from domicile for a period not to exceed five (5) days and four (4) nights, including deadhead Flights.
- b. A Flight Attendant who is assigned Reserve away from domicile shall be provided

Section 23 – Reserves

with a single occupancy hotel room, paid by the Company, and earn per diem for the entire period of time away from domicile.

- c. A Flight Attendant who is assigned to Reserve away from domicile shall not be assigned duty which would prevent him/her from being released at his/her home domicile prior to midnight on the fifth (5th) day.
- d. A Flight Attendant who is assigned Reserve away from domicile shall retain his/her Assignment Preferences and assigned RAP (unless swapped pursuant to Section 23.A.2.b.) while serving away from domicile.

5. General

- a. The Company shall provide Reserve Flight Attendants operable cellular devices and data plans in accordance with Letter of Agreement 4 (Sky Pro LOA). Effective on the first day the April 2021 Bid Month, the Company-provided cellular device shall be the Reserve Flight Attendant's primary phone contact number for the purpose of schedule and assignment notifications or modifications. A Reserve Flight Attendant may use a personal cell phone as an alternative contact number; however, the Reserve Flight Attendant is solely responsible for ensuring the quality of service of such personal device and any malfunction of the cell phone is solely the responsibility of the Reserve Flight Attendant.
- b. A Reserve Flight Attendant who has been contacted by the Company for reserve assignment but who has not been reached personally, must respond within fifteen (15) minutes of the initial contact or he/she will be considered unavailable.
- c. A Reserve Flight Attendant who is required to perform flying that extends him/her into a scheduled day off shall be credited above monthly guarantee at the rate of 150% for all flying performed on the scheduled day off. The Reserve Flight Attendant will be returned to domicile on the first scheduled Flight and will be immediately released from duty.
- d. A Flight Attendant who becomes ill during a Home Reserve period must contact Crew Scheduling immediately, for the purpose of placing themselves on sick leave status. The required call out time set forth in Section 23.A.2.d.(1) above, will not apply to a Home Reserve Flight Attendant who has not been given an assignment, but a Home Reserve must contact Crew Scheduling prior to being contacted for an assignment.
- e. A Home Reserve Flight Attendant who has been notified of an assignment, and subsequently becomes ill and unable to perform such assignment, must notify Crew Scheduling immediately, but in no case less than the Reserve call out time applicable to his/her Domicile.
- f. A Home Reserve Flight Attendant who calls out sick during the same calendar day he/she was given an assignment may be required to provide the Company a note from his/her physician as to the nature of the illness or injury for which he/she has called in sick or is unable to work, and may also be required to meet with his/her Base or Regional Crew Manager to review the circumstances of said

Section 23 – Reserves

sick call. If management elects to require a Home Reserve Flight Attendant to provide a physician's note, an In-flight Manager or his/her designee will notify the Flight Attendant of such requirement as soon as practical, but in no case more than twenty-four (24) hours after the sick call. Notification will be accomplished via telephone or e-mail.

- g. A Reserve Flight Attendant is not considered "Time Available" within the meaning of this Section 23, and the Company's utilization of the "AVL" code, or any equivalent or replacement code, shall not place any additional availability or contactability obligation on a Reserve Flight Attendant. The Company may use the "AVL" code for the purpose of tracking a Reserve Flight Attendant's duty periods and calculating his/her per diem.

6. Reserve Assignment Transparency/Crew Resource Report

Flight Attendants shall have remote access via Company website to the reserve information listed below. The Company shall not charge Flight Attendants a fee to access this information via the website; however, the Company will not be responsible for the cost of any smart phone or tablet application or other available for fee-based features a Flight Attendant chooses to purchase. The reserve information shall include:

- a. A list of Reserve Flight Attendants, by location, already on an assignment, including Airport Reserve. Such list will include at least the Flight Attendants' names and seniority numbers, the pairing number, date, current block hours for the bid month, and scheduled release time of each Flight Attendant's assigned pairing; and
- b. A list of available Reserve Flight Attendants, by location. Such list will include all the information necessary to appropriately determine which available Reserve Flight Attendant should be given any particular assignment (e.g., the Flight Attendant's remaining available reserve days, current block hours for the month, contact period and preferences).
- c. All information will be updated automatically as close to real time as is feasible.

SECTION 24 – MISSING, INTERNMENT, PRISONER OR HOSTAGE OF WAR BENEFITS

A. RETENTION AND ACCRUAL OF BENEFITS AND PAY

1. A Flight Attendant who, while performing duties in the service of the Company, becomes missing, interned or taken prisoner of war by a foreign government, hijacked or held hostage through no willful fault of his or her or her own, will accrue seniority and Longevity credit and will continue to be eligible to receive the following:
 - a. gross monthly compensation, less applicable deductions and contributions, equal to the greater of:
 - (1) his or her average gross monthly earnings for the previous six (6) months or;
 - (2) seventy-five (75) hours credit at his or her applicable rate of pay.
 - b. all applicable benefits, including insurance;
 - c. all Retirement Fund accruals and contributions normally made by either the Flight Attendant or by the Company for the Flight Attendant and;
 - d. continuation of coverage of all insurance benefits for dependents of said Flight Attendant.
2. However, in the absence of knowledge on the part of the Company as to whether such Flight Attendant is alive or dead, compensation and other benefits as stipulated above will be dispensed to the beneficiaries indicated by the Flight Attendant in his or her letter of instruction to the Company for a period of twelve (12) months after such Flight Attendant was last known to the Company to have been missing, interned, held prisoner of war, hijacked or held hostage. In the absence of a letter of instruction designating beneficiaries, the Company will deposit all applicable benefits in a trust for said Flight Attendant until his or her status has been legally determined.

B. CESSATION OF BENEFITS

If, after such twelve (12) month period it still has not been established whether a Flight Attendant is alive or dead, further payments and benefit continuation will be at the Company's discretion.

C. FLIGHT ATTENDANT DIRECTIONS

The Company will cause each Flight Attendant hereafter employed in or assigned to its operation to execute and deliver to the Company prior to such employment or assignment the attached written direction relating to the designation of beneficiaries for benefits under this Section:

HIJACKED, INTERNED AND PRISONER OR HOSTAGE OF WAR
BENEFITS BENEFICIARY DESIGNATION FORM

You are hereby directed to pay all monthly compensation allowable to me under the above titled

Section 24 – Missing, Internment, Prisoner or
Hostage of War Benefits

Section and any other benefits due to me under the provisions of this or her Agreement while I am missing or resulting from my death or any other condition which causes direct payment to be impossible, as follows:

	Beneficiary 1	Beneficiary 2	Beneficiary 3
% of My Monthly Pay			
Name			
Street Address			
City, State, Zip Code			

as long as that person(s) is living.

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

The foregoing direction may be modified from time to time by letter signed by the undersigned, and any such modification will become effective upon receipt of such letter by you. Payments made by the Company pursuant to this or her direction will fully release the Company from the obligation of making any further payments with respect thereto.

Flight Attendant's Signature

Date

Print Name

SIGNATURE OF THE PARTIES

Signed and Agreed to this 31st day of March, 2020 by:

ENDEAVOR AIR, INC

ASSOCIATION of FLIGHT ATTENDANTS - CWA

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Peter Swanson, Senior Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Director, In-Flight Services

Josh Souk, Staff Attorney
Association of Flight Attendants – CWA

Kerry Huebbers, Negotiation Committee
Association of Flight Attendants – CWA

Tina Talarico, Negotiation Committee
Association of Flight Attendants – CWA

Tim Evenson, Negotiation Committee
Association of Flight Attendants – CWA

Sara Nelson, International President
Association of Flight Attendants – CWA

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

And

THE FLIGHT ATTENDANTS

**In the service of
Endeavor Air, Inc.
As represented by**

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and the Association have reached a Tentative Agreement upon a new Collective Bargaining Agreement (hereinafter "the Agreement"); and

WHEREAS, the parties wish to provide for the orderly implementation of the Agreement;

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

- A. Pending complete implementation of all of the provisions of the Agreement as set forth in the schedule below, the status quo condition provided for in Section 6 of the Railway Labor Act, as amended, shall remain in effect with respect to the remaining comparable provisions of the prior January 16, 2013, collective bargaining agreement, as amended. During the time that only a portion of a provision is implemented, the prior Agreements, shall remain in effect until the remainder is implemented.
- B. All provisions of the Agreement, together with all supplemental agreements, side letters, and the like, shall become effective on March 31, 2020 (assuming a ratified agreement by that date), except as outlined in the table below:

Contract Reference	Topic	Implementation Date
Section 3	Section 3 Meetings	April 2020 Bid Month (3/31/2020)
Section 4.O.9.	Value of Union Day	May 2020 Bid Month
Section 5.D.2.	Increase Reserve Days Off to 11/month	May 2020 Bid Month
Section 5.D.3.a.	Min 2-day Reserve stretch, no restriction on transition period	May 2020 Bid Month
Section 5.D.3.b. and c.	Part Time Lines to six days	May 2020 Bid Month
Section 5.D.3.h.	13-hour duty limit in PBS	May 2020 Bid Month

Letter of Agreement 1 – Implementation

	Construction with 1% max if co-pair	
Section 5.D.4.	Build Up Lines	April 2020 Bid Month (3/31/2020)
Section 5.E.	Credit Time Max/Min & MLR application	August 2020 Bid Month (Subject to ADOPT programming completion)
Section 5.F.	Bidding Procedures (all)	May 2020 Bid Month
Section 5.F.13.a	Golden Days	May 2020 Bid Month
Section 5.G.7.b.	Drop in Subsequent month	May 2020 Bid Month
Section 5.H.2.f	Cancellation Release Time	May 2020 Bid Month
Section 5.H.3	Time Available Obligations	May 2020 Bid Month
Section 5.H.5.	Extensions cancellation pay	May 2020 Bid Month
Section 5.H.6.	Junior Manning	May 2020 Bid Month
Section 5.H.8.c.	Line Holder reassignments	May 2020 Bid Month
Section 5.I.g. (fix)	Rest Adjustment	May 2020 Bid Month
Section 5.J.	Trip Trades	May 2020 Bid Month
Section 5.J.14	Jetway trades	May 2020 Bid Month
Section 5.L.	CDO release time pay	April 2020 Bid Month (3/31/2020)
Section 6.D.2.	Reserve Days Off	May 2020 Bid Month
Section 6.E.	Rest Changes	April 2020 Bid Month (3/31/2020)
Section 6.F.4.	Duty Time Limits	April 2020 Bid Month (3/31/2020)
Section 6.E.4.	Hotels In Domicile	April 2020 Bid Month (3/31/2020)
Section 6.L	Call-in Honest	April 2020 Bid Month (3/31/20)
Section 10.B, 10 C.1. and 2.	Medical and Maternity Leave, Longevity	APRIL 2020 Bid Month (3/31/2020)
Section 13.A.1.	Sick Leave Accrual Increase including PT FA	APRIL 2020 Bid Month (3/31/2020)
Section 14.A.3.	Vacation Accrual Table	Table not effective until 2021
Section 14.B.2.	Vacation Day Pay Credit to 3.5 Hours	01/01/2021
Section 14.C.2	PVDs and Trip Splitting	01/01/2021
Section 14.J	Vacation Buy Back	May 2020 Bid Month
Section 15.D.1.	Uniform Allotment Increase	APRIL 2020 Bid Month (3/31/2020)
Section 17.D.	\$40 Parking Stipend	June 2020 Bid Month (subject to programming)
Section 18.A.1.2.	Pay Scale Increases	April 2020 Bid Month (3/31/2020), and thereafter on the first day of the April Bid Month in each successive year for the duration of the agreement.

Letter of Agreement 1 – Implementation

Section 18.C.1.	Per Diem	\$1.85 = April 2020 Bid Month (3/31/2020) \$1.90 = First Day of January 2021 Bid Month \$1.95 = First Day of January 2023 Bid Month \$2.00 = First Day of July 2024 Bid Month
Section 18.E.1. – 3.	Trip Guarantee	April 2020 Bid Month (3/31/2020)
Section 18.E.4	Marketing Changes	June 2020 Bid Month
Section 18.F.2.	Min Day Pay Credit	3.5 Hours = First Day of May 2020 Bid Month 4.0 Hours = First Day of April 2021 Bid Month
Section 18.G.4.	200% For Flying in excess of 15 hours	April 2020 Bid Month (3/31/2020)
Section 18.H.	CDO Pay	April 2020 Bid Month (3/31/2020)
Section 17.E.	Passport Reimbursement	April 2020 Bid Month (3/31/2020)
Section 18.I.	Drug Testing Pay	April 2020 Bid Month (3/31/2020)
Section 18.J.	Time Keeping	April 2020 Bid Month (3/31/2020)
Section 18.L.	Holiday Pay	April 2020 Bid Month (3/31/2020)
Section 18.M	Premium Pay	May 2020 Bid Month (Contingent on Rainmaker programming)
Section 19.B.	Deadhead Pay/Credit	May 2020 Bid Month (Contingent on Sabre programming completion)
LOA 5	Signing Incentive Payment	April 2020 Bid Month (3/31/2020) – assuming a ratification date of March 25, 2020 or earlier.

EFFECTIVE DATE AND DURATION

This Letter of Agreement will become effective on March 31, 2020, and shall run concurrently with the principal employment agreement effective March 31, 2020, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 31st day of March, 2020.

Letter of Agreement 1 – Implementation

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Josh Souk, Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Vice President, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

And

THE FLIGHT ATTENDANTS

**In the service of
Endeavor Air, Inc.
As represented by**

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and the Association have reached a Tentative Agreement upon a new Collective Bargaining Agreement (hereinafter "the Agreement"); and

WHEREAS, the parties wish to incorporate into said Tentative Agreement and, once ratified, the new Collective Bargaining Agreement, certain language clarifications reached by the parties in their resolution of the following grievance: 18-17 (CDO Sick Pro Ration);

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

- A. The Letter of Settlement pertaining to AFA Grievance: 18-17 (CDO Sick Pro Ration) is attached hereto and incorporated by reference into the collective bargaining agreement for the purpose of memorializing the mutually agreed to interpretation and/or clarification of the contract language at question in said grievance.

EFFECTIVE DATE AND DURATION

This Letter of Agreement will become effective on March 31, 2020, and shall run concurrently with the principal employment agreement effective March 31, 2020, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 31st day of March, 2020.

Letter of Agreement 2
Incorporation of Prior Grievance Settlements

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Josh Souk, Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Vice President, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

And

THE FLIGHT ATTENDANTS

In the service of
Endeavor Air, Inc.
As represented by

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and the Association have reached a Tentative Agreement upon a new Collective Bargaining Agreement (hereinafter "the Agreement"); and

WHEREAS, the Company and Association agree there is need for on-going discussion and analysis regarding Reserve Issues contained in the Agreement, including but not limited to, order of assignment, time balancing, and credit for assignments; and

WHEREAS the Company and Association agree there is mutual benefit in continuing the discussions started in negotiations to find a solution to the reserve issues raised in negotiations; and

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

1. The Company and Association agree it is their intent to meet at least one (1) time per calendar month to continue the on-going discussions regarding the reserve issues raised in negotiations. The parties further agree that based on the status of those discussions, and availability, such monthly meetings may be cancelled or rescheduled by mutual agreement of the parties.
2. The Company agrees to pay flight pay loss for up to two (2) representatives of the Association to attend these meetings; and
3. The Company agrees to work with its vendors to address the concerns raised by the Association; and
4. The Company agrees to provide the Association any information obtained from its vendors to help further discussions and find a mutually agreeable solution.

Letter of Agreement 3
Continuation of Reserve Open Issues Negotiations

5. The Company and Association agree to continue these monthly meetings until a mutually agreeable solution is reached.
6. The Association agrees to modify Section 23.A.2. subject to a mutually agreeable solution to the reserve issues discussed under the obligations of this Letter of Agreement, with the goal of such modifications being increased Reserve utilization.

EFFECTIVE DATE AND DURATION

This Letter of Agreement will become effective on March 31, 2020, and shall run concurrently with the principal employment agreement effective March 31, 2020, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 31st day of March, 2020.

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Josh Souk, Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Vice President, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

And

THE FLIGHT ATTENDANTS

**In the service of
Endeavor Air, Inc.
As represented by**

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and the Association are Parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's Flight Attendants, effective January 16, 2013; and

WHEREAS, the Company will be implementing the use of a SkyPro Device ("SkyPro") for Flight Attendants' use in-flight; and

WHEREAS, the Parties recognize that the SkyPro will contain functionalities for transmitting and collecting location data; and,

WHEREAS, the Parties recognize that the cost of repair or replacement of a SkyPro may incur a significant financial burden upon an individual Flight Attendant; and,

WHEREAS, the Parties further agree that there is mutual benefit to addressing potential issues related to the issuance and use of the SkyPro and through negotiations have met for the purpose of reaching a mutually agreement as to these issues;

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

SKYPRO DEVICES

A. Definition

"SkyPro Device" ("SkyPro") means a Company-issued, Company-owned, electronic device issued to a Flight Attendant for use while on duty. The SkyPro may be enabled with some of, but not limited to, the following functionalities: storage and reference for the Flight Attendant Manual ("FAM"); on-board point-of-sale; passenger information; Company email; and, other Company memorandum and reference documents. The SkyPro may include accessories such as a charger, credit card reader, and case. The SkyPro will be enabled to allow for activation of cellular phone and data service. The SkyPro is deemed to be an "accountable item" as that term is used in the Flight

Letter of Agreement 4 – SkyPro Device

Attendant Manual.

B. Issuance and Use

The Skypro and required accessories will be issued at no cost to the Flight Attendant. Flight Attendants will be permitted to use the SkyPro for personal purposes. Personal use may include, but is not limited to, calls, texts, data usage, downloading and use of applications (“apps”), photographs, and music. Flight Attendants will not be charged any fee for use of the cellular service; however, any costs related to downloading of apps, music, or other services not required by the Company will be the financial responsibility of the Flight Attendant.

Flight Attendants will not be required to monitor or “power on” the SkyPro while off duty or on layover. However, should a Flight Attendant elect to provide his/her SkyPro telephone number to the Company as his/her telephone number of record, then he/she may be required to use the SkyPro while off duty or on layover for the sole purpose of complying with contactability obligations.

A Flight Attendant will be required to read and acknowledge the Endeavor SkyPro Policy at the time he/she is issued a SkyPro Device. A copy of said Policy will be incorporated into the Flight Attendant Manual.

C. Collection and Use of Location Data

The Company will not acquire or utilize location data, whether from Radio Frequency Identification (RFID), Global Positioning Systems (GPS), or other similar technologies, from the SkyPro when a Flight Attendant is off duty, except if the Flight Attendant has reported his/her SkyPro as lost or stolen. SkyPro location data collected when a Flight Attendant is off duty will not be used as a basis to discipline a Flight Attendant. The Association has the right to request and, upon providing authorization from the Flight Attendant, receive SkyPro location data used by or within the possession of the Company. The Company and Association may agree to the use of location data in the event multiple attempts to contact the Flight Attendant have failed and there is concern for the Flight Attendant’s safety or well-being.

D. Damage/Theft/Loss of SkyPro Device and Accessories

1. Lost or Damaged SkyPro

- a. A Flight Attendant will not be financially responsible for an inoperative or damaged SkyPro, except if the device becomes inoperative or damaged as a result of the Flight Attendant’s gross negligence or willful misconduct in caring for or protecting the device.
- b. During the first thirty (30) months after the distribution of the first generation of SkyPro devices, a Flight Attendant may be responsible for a replacement fee of up to fifty dollars (\$50.00) for each instance that his/her Company issued SkyPro device is lost or damaged due to either his/her gross negligence or willful misconduct in caring for or protecting the device. Should a Flight Attendant find his/her lost SkyPro after a replacement device is

Letter of Agreement 4 – SkyPro Device

ordered, he/she will be refunded the replacement fee if the device is returned in working order.

2. Lost or Damaged Accessories

- a. Replacement of damaged or lost SkyPro accessories will be the financial responsibility of the Flight Attendant. During the first thirty (30) months after the distribution of the first generation of SkyPro accessories, a Flight Attendant may be charged up to \$25.00 for each occurrence of a lost credit card reader or a reader damaged by either his/her gross negligence or willful misconduct.
- b. The Company will make other replacement Apple compatible accessories readily available at a reasonable cost. In the case of a charger cord or plug Flight Attendants will be permitted to use “after-market” alternatives provided that alternative accessories are Apple certified and in no manner denigrate the functionality of, or cause damage to, the Company-issued SkyPro device. Flight Attendants will not be financially responsible for replacing stolen accessories.

3. Future Replacement Costs for SkyPro Devices and Accessories

After the first thirty (30) months of the SkyPro program, the Company may make reasonable modifications to the amount charged to Flight Attendants for a lost or damaged SkyPro device with due consideration to the cost of replacement devices and its loss, damage and theft incident experience for such devices. The Company shall provide the Association sixty (60) days’ notice of any changes in the replacement amount to be charged to Flight Attendants, and will thereafter meet and confer with the Association regarding any modification prior to implementation. Information on costs and loss, damage, and theft incident experience will be provided to the Association upon request.

4. Stolen SkyPro Devices and Accessories

- a. When a Flight Attendant's SkyPro has been stolen he/she will be required to follow reasonable Company policies relating to reporting the theft. This includes, but is not limited to the following:
 - (1) The Flight Attendant must complete a Police Report within fourteen (14) days of the theft of either a SkyPro Device or any Accessory; and
 - (2) In the event the theft is believed to have occurred while on an assignment, the Flight Attendant must complete a Flight Incident Report within twenty-four (24) hours of the alleged theft detailing the circumstances under which he/she believes the device was stolen.
- b. A Flight Attendant who complies with the theft reporting procedures outlined above will not be responsible for the replacement cost of the SkyPro or any accessory.

Letter of Agreement 4 – SkyPro Device

- c. If the Flight Attendant fails to comply with theft-reporting policies the occurrence will be treated as a “lost” SkyPro, and handled in accordance with Paragraphs D.1, D.2, and D.3 above.

E. Loaner SkyPros.

1. The Company will provide a reasonable number of “Loaner SkyPros” at each Domicile in the event a Flight Attendant, for whatever reason, is unable to report for duty with his or her Company-Issued SkyPro. The Flight Attendant will contact the Endeavor SkyPro Hotline to obtain authorization to remove a Loaner SkyPro from the designated secured location at the Domicile.
2. A Flight Attendant who is required to use a Loaner SkyPro shall return it in the manner requested by the Company (either by returning the Loaner SkyPro to the designated secure location at his or her Domicile, or by shipping it directly to the Company’s designated vender via a pre-paid package) as soon as possible following his/her release from duty at the conclusion of the pairing, but in no case more than fourteen (14) days from the date it is checked out of the Domicile, unless he/she receives expressed permission from base management or the designated Company representative overseeing the SkyPro program.
3. A Flight Attendant will not be charged a fee for the use of a loaner SkyPro, unless he/she fails to return it.

EFFECTIVE DATE AND DURATION

This Letter of Agreement will become effective on the date of signing and in accordance with its terms, and shall run concurrently with the collective bargaining agreement effective March 31, 2020, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

ACCEPTED AND AGREED TO THIS 31st day of March, 2020.

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Josh Souk, Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Director, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

And

THE FLIGHT ATTENDANTS

In the service of
Endeavor Air, Inc.
As represented by

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and the Association have reached a Tentative Agreement upon a new Collective Bargaining Agreement (hereinafter "the Agreement"); and

WHEREAS, the Tentative Agreement reached by the parties included an Agreement on the part of the Company to make a one-time Signing Incentive Payment to all eligible Flight Attendants as defined by the parties; and

WHEREAS, the parties wish to define the eligibility for, and the timing, amount and manner of the Signing Incentive Payment;

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

A. Signing Incentive Payment.

The Company agrees to make a one-time Signing Incentive Payment ("SIP") to all eligible Flight Attendants in accordance with the following:

1. The Company shall pay the amount listed below as regular wages, subject to all applicable withholdings, on the 16th-of-the-month pay check for the April 2020 bid month:

Completed Years of Service as of March 1, 2020	Amount of SIP
4 months to 4 years	\$850
5 years to 9 years	\$1000
10 Years or more	\$1250

Letter of Agreement 5
Signing Incentive Payment

2. In order to be eligible for the above-referenced SIP, a Flight Attendant must be on the Endeavor Air Flight Attendant System Seniority List (SSL), and have completed four (4) months of active service with the Company as of March 1, 2020. Flight Attendants on the SSL, but who are in full-time management positions, are not eligible for the SIP. No later than March 25, 2020, AFA and the Company shall meet for the purpose of sharing data to confirm eligibility for any non-Flight Attendants who may also be AFA active members, consistent with the above.

NOTE: A Flight Attendant who is otherwise eligible for the SIP, but who is on an approved, unpaid, Leave of Absence, will be eligible for his or her SIP payment upon his or her return to active payroll status.

3. SIPs are eligible for deferral under the Company's 401(k) Plan for Flight Attendants, and are also eligible for the applicable Company match, subject to the rules and provisions of the Plan and Section 22 of the Agreement.

EFFECTIVE DATE AND DURATION

This Letter of Agreement will become effective on March 31, 2020, and shall run concurrently with the principal employment agreement effective March 31, 2020, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 20 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 31st day of March, 2020.

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Josh Souk, Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Vice President, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

And

THE FLIGHT ATTENDANTS

**In the service of
Endeavor Air, Inc.
As represented by**

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and the Association are Parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's Flight Attendants, effective January 16, 2013; and

WHEREAS, the Company and the Association wish to make temporary changes to the existing collective bargaining agreement to address certain concerns relating to the COVID-19 virus and its impact on the Parties,

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

1. COVID-19 Pay Protection

- a. A Flight Attendant who is non-symptomatic, but who is directed by any Company medical, or governmental personnel, or any governmental or legal order, to receive medical evaluation, treatment, or quarantine based on concerns, conditions, or events related to COVID-19, or who self-quarantines due to a member of the Flight Attendant's household being diagnosed with COVID-19 shall be removed from all assigned duty and pay protected for the value of Trips missed or Pay credit lost.
- b. A Flight Attendant who displays symptoms of COVID-19 shall call in sick. If the Flight Attendant is diagnosed with COVID-19, he or she will be pay protected for the value of Trips missed or Pay credit lost, and the Flight Attendant shall have any sick accruals debited from his or her sick bank restored.
- c. A Flight Attendant must notify the Company (Crew Scheduling) immediately, but in no case more than twenty-four (24) hours after his/her receipt of such direction, display of symptoms, positive test, or diagnosis. The Flight Attendant will be provided further direction to contact Human Resources for the processing of his/her claim.

Letter of Agreement 6
(COVID-19 Flight Attendant Pay Protection)

- d. The Flight Attendant shall thereafter provide the Company with verifiable medical documentation to substantiate the medical direction received and/or the any such positive test or COVID-19 diagnosis, medical evaluation, treatment or quarantine prescribed; however, any medical documentation shall be limited and specific to only the COVID-19 condition or diagnosis.

The Company retains the right to question the sufficiency of any medical or other documentation submitted in support of a Flight Attendant's COVID-19 pay protection claim, and may require the Flight Attendant to provide additional medical information in an effort to substantiate the claim.

- e. In the event that the Flight Attendant fails to provide the required documentation within fourteen (14) days of providing notice to the Company under paragraph 1.c. above, his/her pay protection shall be rescinded and the Flight Attendant will be re-coded as sick (SCK), and all absences will be paid from the Flight Attendant's sick bank. Any such re-coding will not prevent the Flight Attendant from applying for Family Medical Leave if the Flight Attendant is otherwise eligible. The 14-day period may be extended by the Company based on a showing of exigent circumstances.
- f. Effective the date of signing of this LOA, through August 31, 2020, if a Flight Attendant is evaluated by a health care professional for symptoms consistent with COVID-19 (fever, cough, shortness of breath), and if the Flight Attendant provides such documentation to the Company, the Company will not count the related absence as an occurrence under the Company's Attendance Policy.

2. Rescinding of Prior Resignations

The Company agrees to honor the rescission of any resignation offered by a Flight Attendant whose offer of employment at another employer is delayed or cancelled, provided:

- a. The Flight Attendant provides the Company with documentation of the delay or cancelled offer of employment;
- b. The Flight Attendant is actively employed with the Company at the time of their request to rescind their previously submitted resignation, or separated from the Company within thirty (30) days prior to the effective date of this Letter of Agreement; and
- c. The Flight Attendant has not started training or employment at a new carrier.

EFFECTIVE DATE AND DURATION

This Letter of Agreement shall be effective on the date of signing, and shall remain in full force and effect for through the last day of the August 2020 Bid Month, except that the pay protection provided for in paragraph 1. above shall terminate effective June 18, 2020, unless expressly extended by the written mutual agreement of the Parties.

Letter of Agreement 6
(COVID-19 Flight Attendant Pay Protection)

ACCEPTED AND AGREED TO THIS 18th day of March, 2020.

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Peter Swanson, Senior Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Director, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA

LETTER OF AGREEMENT

Between

ENDEAVOR AIR, INC.

And

THE FLIGHT ATTENDANTS

**In the service of
Endeavor Air, Inc.
As represented by**

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

This Letter of Agreement is made and entered into between Endeavor Air, Inc. ("Endeavor" or "the Company"), and the Association of Flight Attendants - CWA ("the Association"), as the representative of Flight Attendants in the service of Endeavor.

WHEREAS, the Company and the Association are Parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's Flight Attendants, effective March 30, 2020; and

WHEREAS, the Company and the Association wish to make temporary changes to the existing collective bargaining agreement to allow for Temporary Unpaid Voluntary Leaves of Absence designed to address certain concerns relating to the COVID-19 virus and its impact on the Parties,

NOW THEREFORE, the Parties HEREBY AGREE, as follows:

1. Temporary Voluntary Leaves of Absence

- a. The Company will offer, and all employees covered by this Letter of Agreement may apply for, a Temporary Voluntary Leave of Absence ("TVLOA") in accordance with the terms and conditions herein. The Company will offer TVLOAs that will apply to either one (1), two (2) or three (3) Bid Months beginning with the May 2020 Bid Month.
- b. The number of TVLOAs to be awarded within each duration period noted above shall be within the discretion of the Company.
- c. TVLOAs shall be unpaid, and therefore any deductions from any mandatory (e.g., child support, garnishments) or voluntary (e.g., 401(k) contributions or loans, union dues) deductions from a Flight Attendant's normal pay will be paused for the duration of the TVLOA.

2. Benefits and Features of Voluntary Leaves of Absence

The following shall apply to all Flight Attendants who are awarded a TVLOA in accordance with this Letter of Agreement:

Leave of Absence 7
(Temporary Voluntary Leave of Absence)

- a. A Flight Attendant on a TVLOA will continue to accrue seniority and longevity for the duration of the TVLOA.
- b. A Flight Attendant on a TVLOA will retain accrued sick leave, but will not accrue sick leave or vacation during the leave.
- c. A Flight Attendant on a TVLOA will remain eligible for any medical, dental, vision, life insurance, short-term disability and/or long-term disability coverage in which he or she is enrolled at active employee rates. During a Flight Attendant's TVLOA, his or her employee premium payments will be paused for the duration of the TVLOA, but will resume once he or she returns from the TVLOA. Upon his or her return to active service, the Flight Attendant will re-pay any employee premiums owed via a double payroll deduction until balance has been paid in full. HSA and FSA contribution deductions will be automatically paused while on TVLOA.
- d. A Flight Attendant who is awarded a TVLOA will receive two (2) confirmed positive space passes ("Delta Difference Passes") for travel to any destination to which Delta flies, to be effective on the first day of the TVLOA and used within two years of the end of his or her TVLOA.
- e. A Flight Attendant on a TVLOA will be entitled to active employee non-revenue space available pass travel in accordance with the Company and Delta Pass Travel Policy.
- f. The Company will not object to any unemployment compensation filed by a Flight Attendant awarded a TVLOA; however, the Company will cooperate with any State or other governmental agency request for information relating to any such claim it may be reviewing. The Company will provide the Flight Attendant documentation of his/her participation in the TVLOA program.

3. Bidding and Awarding of Voluntary Leaves of Absence

- a. No later than March 31, 2020, the Company will make available to all Flight Attendants an electronic method by which they can submit a request for a TVLOA. The Company will also provide the estimated number of TVLOAs it anticipates granting.
- b. A Flight Attendant who desires to elect a TVLOA under this Letter of Agreement, must thereafter notify the Company in writing no later than 1200 CDT on April 8, 2020, that he or she wishes to be awarded a TVLOA. The Flight Attendant must select TVLOA for either one (1), two (2) or three (3) Bid Months to begin with the May 2020 Bid Month.
- c. A Flight Attendant may withdraw his or her request for TVLOA; however, said withdrawal must be in writing and received by the Company no later than 12:00 CDT on April 8, 2020, after which any awarded TVLOA must be taken. The Company will provide an e-mail through which the Flight Attendant will notify the Company of his or her desire to rescind his or her request for TVLOA.

Leave of Absence 7
(Temporary Voluntary Leave of Absence)

- d. Requests for TVLOA under this Letter of Agreement shall be awarded in the following order:
 - (1) First, in seniority order by Domicile to those Flight Attendants who have requested a leave of absence of ninety (90) days (May, June, and July, 2020 Bid Months);
 - (2) Second, in seniority order by Domicile to those Flight Attendants who have requested or a leave of absence of sixty (60) days (any combination of the May, June or July 2020 Bid Months; and
 - (3) Third, in seniority order by Domicile to those Flight Attendants who have requested a leave of absence of thirty (30) days (the May, June or July 2020 Bid Month).
- e. The Company will notify a Flight Attendant if he or she has been awarded TVLOA no later than 1200 CDT on April 10th. If awarded a TVLOA, a Flight Attendant will be considered on TVLOA beginning with the first day of the applicable Bid Month(s). However, a Flight Attendant granted a TVLOA may be required to complete a Trip that is scheduled to continue from the prior Bid Month into the Bid Month for which he or she has been awarded TVLOA.
- f. A Flight Attendant on TVLOA will not be permitted to pick up flying during any Bid Month during which he or she is on TVLOA.

4. Vacation and Training While on TVLOA

- a. A Flight Attendant who has vacation bid during a month in which he or she is on TVLOA will have such vacation paid out.
- b. A Flight Attendant who is scheduled for Flight Attendant recurrent training (IRT) during a month in which he or she is on TVLOA will not be required to report to IRT unless the month in question is the last month before he or she would otherwise become disqualified.

5. Furlough While on TVLOA

A Flight Attendant on a TVLOA will receive all benefits associated with this Letter of Agreement for the full duration of his or her TVLOA; however, a Flight Attendant on a TVLOA who is junior to a Flight Attendant involuntarily furloughed pursuant to Section 9, will be changed to involuntarily Furlough status as of the date of Furlough of the more senior Flight Attendant and will thereafter be considered on involuntary Furlough subject to the provisions of Section 9.

6. Returning From Temporary Leave of Absence

- a. A Flight Attendant shall be required to return to work in the first Bid Month following the expiration of his/her temporary leave of absence, and shall be considered an eligible bidder for that Bid Month even though he or she is in on a TVLOA in the month prior to his or her return.

Leave of Absence 7
(Temporary Voluntary Leave of Absence)

- b. If another leave program is instituted, a Flight Attendant who was granted a TVLOA under this Letter of Agreement will be eligible to participate under the same terms and conditions as other Flight Attendants.

EFFECTIVE DATE AND DURATION

This Letter of Agreement shall be effective on the date of signing, and shall remain in full force and effect for the May, June and July 2020, Bid Months, unless expressly extended by the written mutual agreement of the Parties.

ACCEPTED AND AGREED TO THIS 30th day of March, 2020.

David Garrison
Chief Executive Officer
Endeavor Air, Inc.

Jatawne Wells, MEC President
Association of Flight Attendants – CWA

Joe Miller
Chief Operating Officer
Endeavor Air, Inc.

Peter Swanson, Senior Staff Attorney
Association of Flight Attendants – CWA

Patty Allen
Director, In-Flight Services

Sara Nelson, International President
Association of Flight Attendants – CWA