



# **AFA Contract at Mesa Airlines**

**October 12, 2025 – October 12, 2027**

## **SECTION 1**

### **RECOGNITION, SCOPE AND SUCCESSORSHIP**

- A. In accordance with certification number R-6499 regarding Mesa Airlines Inc., by the National Mediation Board on April 11, 1997, Mesa Air Group, Inc. and Mesa Airlines, Inc., (the Company or Mesa) hereby recognizes the Union as the collective bargaining representative of the Flight Attendants in the employ of the Company for the purpose of the Railway Labor Act, as amended.
  - B. This agreement will be binding upon any successor or merged company or companies in the control of Mesa Air Group, Inc., in accordance with the conditions of the Railway Labor Act, as amended. Any transaction wherein a successor emerges will be deemed to be a "Successorship Transaction."
  - C. All present and future scheduled airline passenger revenue flying performed in or for revenue producing service of the Company, or any subsidiary or division of the Company which requires a Flight Attendant, shall be performed by Flight Attendants and supervisory Flight Attendants on the Company Flight Attendants' System Seniority List in accordance with the terms and conditions of this Agreement.
  - D. The Company shall not create an "alter ego" to avoid the terms and conditions of this Agreement.
  - E. Merger and Seniority Integration
    - 1. In the event of a Successorship Transaction in which the successor is an air carrier, or a person or entity that controls or is under the control of an air carrier, the successor will provide the Flight Attendants with a fair and equitable means of seniority integration with the successor's Flight Attendants as provided in Sections 2, 3 and 13 of the Labor Protective Provisions (LPP's) specified by the Civil Aeronautics Board (CAB) in the Allegheny-Mohawk merger and current law (e.g. McCaskill- Bond Amendment), except that the integration of seniority lists of the respective groups will be governed by the Association of Flight Attendants-CWA (AFA) merger policy, if both pre-transaction Flight Attendant groups are represented by the AFA.
    - 2. Upon the announcement of a Successorship Transaction or any other transaction which will or may result in the acquisition of another carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate a fence agreement and/or to implement a seniority integration process as described above.
- During the period between the announcement of any transaction herein described and the earlier of (a) agreement on a fence agreement, (b) a completed and implemented seniority integration, or (c) the operational merger, no Flight Attendant who was on the Company Flight Attendant System Seniority List as of the date of signing of this Agreement will be furloughed as a result of such transaction.
- 3. If the Company transfers aircraft or aircraft leases to an entity other than a parent, subsidiary or subsidiary of a parent, and the purchaser of such aircraft uses the aircraft to operate over the then current lines of the Company, the Company shall require as a written condition of such transaction that the purchaser grant each Flight Attendant on the Company Flight Attendant System Seniority List whose seniority rights are affected by such transaction an interview for employment to serve as a Flight Attendant on such aircraft. (This section shall not apply to financing or stock transactions where the transferred assets continue to be used in the regular course of the Company's operations.)

4. Any grievance filed by the Union alleging a violation of this section will bypass the initial steps of the grievance procedure and be submitted directly to binding arbitration on an expedited basis. The System Board of Adjustment, sitting with a neutral arbitrator, will conduct hearings and consider the dispute no later than fifteen (15) days following the submission of the case. A decision will be rendered not later than thirty (30) days after submission, absent mutual agreement to the contrary.

## **SECTION 2** **DEFINITIONS**

- A. "Bid Line" means a planned sequence of Trips and Days Off for a Flight Attendant that is posted for bid.
- B. "Bid Period" means a consecutive thirty (30) or thirty-one (31) day cycle for the purpose of establishing the Bid Lines.
- C. "Block to Block" means the period of time from block-out time to block-in time. Block-out time occurs at the departure station when the pilot releases the parking brake. Block-in time occurs at the arrival station (or at the departure station in the case of an attempt or return to field) when the parking brake is set and the main cabin door is opened. In the event that the Company and the pilots' union negotiate any adjustments to these definitions, the revised definitions shall apply to this Agreement.
- D. "Calendar Year" means the period starting with January 1st at 0000 ending with December 31st at 2359.
- E. "Charter" means a non-scheduled revenue flight for the exclusive use of a specific customer.
- F. "Company" means Mesa Airlines, Inc., and any other air carrier operated, controlled or owned by Mesa Air Group, Inc., its assignees or successors.
- G. "Credited Time" means all flight time and any other time that a Flight Attendant receives credit for flight time under this Agreement; e.g. ready reserve, Crew on Duty (COD), vacation, sick leave, guarantee.
- H. "Crew" means Captain, First Officer and Flight Attendants(s).
- I. "Critical Flying" means flight time the Company has designated as eligible for Premium Pay to cover known, short term staffing irregularities.
- J. "Day" means a calendar day starting at 0000 and ending at 2359 hours (local time).
- K. "Day Off" means a period of time from the hours of 0000 to 2359 based upon local time of a Flight Attendant's Domicile that a Flight Attendant will be free from all required duty with the Company.
- L. "Deadheading" means the time spent by a Flight Attendant traveling from one point to another at the direction of the Company, either for duty or returning from duty, including time spent using surface or air transportation for such purposes.
- M. "Domicile" means any geographic location designated by the Company where Flight Attendants are based for flight duty purposes.
- N. "Duty Time" means the time a Flight Attendant is required to report for duty, which period begins forty-five (45) minutes before the scheduled departure of her/his first flight of the day, or

whenever the Flight Attendant actually reports, whichever is later, and ending fifteen (15) minutes after block-in, or until the Flight Attendant is released from duty, whichever is later, or as otherwise provided in this Agreement.

- O. "Final Bid Award" means a line of time after all adjustments have been made to the initial line award.
- P. "Flight Pay" means payment based upon a Flight Attendant's applicable hourly rate of pay.
- Q. "Footprint" means the period beginning when the Flight Attendant is scheduled to report for a duty period and ending when the Flight Attendant is released from duty following her/his last Segment of that duty period.
- R. "Golden Day" means a day off on which a Flight Attendant may not be required to perform any work for the Company, notwithstanding any other provision of this agreement.
- S. "Holiday Period" means the time period beginning on November 15<sup>th</sup> of a given Calendar Year and lasting until January 15<sup>th</sup> of the following Calendar Year.
- T. "Initial Bid Award" means the Bid Line awarded prior to any adjustments.
- U. "Irregular Operations" means a variance from normal operations due to mechanical, weather, ATC and/or delays due to late aircraft arrival which are beyond the control of the Company.
- V. "Leg" or "Segment" means one flight between two airports. Ex: PHX-LAS.
- W. "Line Holder" means a Flight Attendant who bids and is awarded a regular line of flying during a Bid Period.
- X. "Longevity" means length of service with the Company for pay and benefit purposes as outlined in this Agreement.
- Y. "Open Time" means flight time not assigned to a Bid Line and other flying that may become available during the Bid Period.
- Z. "Permanent Vacancy" means a vacancy for a position that is expected to exist for more than three (3) Bid Periods.
- AA. "Probationary Period" means a Flight Attendant's first one hundred eighty (180) days of active service as a Flight Attendant with the Company, which begins on the Flight Attendant's date of hire with the Company. The Company may extend a Flight Attendant's probation by up to two (2) consecutive periods of ninety (90) days.
- BB. "Premium Pay" means a minimum of 150% of the hourly rate, adjusted upward at Company discretion. For junior assignments and extensions only, Premium Pay will be the greater of two hundred percent (200%) of the hourly rate or what the Company is offering for Open Time pick-ups for the day of the Trip at the time the assignment is made.

- CC. "Scheduled Time" means flight time specified in the operating schedules established by the Company, in accordance with average historic en route block times by equipment type.
- DD. "Seniority" means the Flight Attendant's length of cumulative service with the Company beginning the last day of Ground School.
- EE. "Shadow Bid" means the schedule for a Flight Attendant who will not be flying all or a portion of the bid for the purpose of calculating pay.
- FF. "Stand Up Overnight" means a continuous on-duty overnight Trip that contains a rest period which is of shorter duration than the minimum rest period required by the FARs.
- GG. "Schedule Adjustment Period (SAP)" means the 48-hour period in which a Flight Attendant may bid to pick up Open Time, swap Trips with Open Time, and/or to drop Trips into Open Time. SAP applies only to whole Trips. All SAP bids will be awarded by Seniority.
- HH. "Temporary Duty" means that a Flight Attendant is temporarily assigned duty away from her/his Domicile.
- II. "Trade" means a transaction between Flight Attendants with respect to Trips or portions of Trips.
- JJ. "Trip" or "Pairing" means an itinerary of flight Segments, Deadheading, ferry flights and layovers beginning with check-in at the Flight Attendant's Domicile and ending fifteen (15) minutes after return to that Domicile.
- KK. "Union" or "Association" or "AFA" means The Association of Flight Attendants- CWA, AFL-CIO.
- LL. VLOA: The Company may occasionally offer VLOA based on the operational needs of a Domicile. VLOAs are unpaid and will be granted in Seniority order within the Domicile. Whether to offer such leaves, as well as the amount and duration, will be determined by the Company.

**SECTION 3**  
**Compensation**

- A. 1. Flight Attendants will receive Flight Pay and credit based on their Longevity as a Flight Attendant with the Company using the following pay scales:

|  | <u>Year</u> | <u>DOS</u>     | <u>10/12/2026</u> |
|--|-------------|----------------|-------------------|
|  | <u>1</u>    | <u>\$27.82</u> | <u>\$28.24</u>    |
|  | <u>2</u>    | <u>\$28.33</u> | <u>\$28.76</u>    |
|  | <u>3</u>    | <u>\$28.85</u> | <u>\$29.28</u>    |
|  | <u>4</u>    | <u>\$29.88</u> | <u>\$30.33</u>    |
|  | <u>5</u>    | <u>\$31.68</u> | <u>\$32.16</u>    |
|  | <u>6</u>    | <u>\$32.82</u> | <u>\$33.31</u>    |
|  | <u>7</u>    | <u>\$34.45</u> | <u>\$34.97</u>    |
|  | <u>8</u>    | <u>\$35.93</u> | <u>\$36.47</u>    |
|  | <u>9</u>    | <u>\$37.20</u> | <u>\$37.76</u>    |
|  | <u>10</u>   | <u>\$38.29</u> | <u>\$38.86</u>    |
|  | <u>11</u>   | <u>\$39.36</u> | <u>\$39.95</u>    |
|  | <u>12</u>   | <u>\$40.41</u> | <u>\$41.01</u>    |
|  | <u>13</u>   | <u>\$41.09</u> | <u>\$41.70</u>    |
|  | <u>14</u>   | <u>\$42.11</u> | <u>\$42.74</u>    |
|  | <u>15</u>   | <u>\$42.65</u> | <u>\$43.29</u>    |
|  | <u>16</u>   | <u>\$43.20</u> | <u>\$43.85</u>    |
|  | <u>17</u>   | <u>\$43.75</u> | <u>\$44.40</u>    |
|  | <u>18</u>   | <u>\$44.29</u> | <u>\$44.96</u>    |
|  | <u>19</u>   | <u>\$44.87</u> | <u>\$45.54</u>    |
|  | <u>20</u>   | <u>\$45.50</u> | <u>\$46.18</u>    |

2. When a Flight Attendant is advanced from one pay step to the next, which occurs on the anniversary of their date of hire, they shall be paid the new rate from the beginning of the pay period nearest that date.
3. Flight Attendants will be paid the greater of their actual or scheduled hours flown, Segment by Segment.

B. Guarantee

1. Except for Flight Attendants holding a reduced-credit line, each Flight Attendant shall receive a minimum Bid Period guarantee of seventy-five (75.00) flight hours.
2. A Flight Attendant who is unavailable for part of a Bid Period will have their Bid Period guarantee prorated.

3. A Flight Attendant who uses sick leave will have their minimum Bid Period guarantee reduced by the amount of scheduled flight time they are unavailable to fly.
4. For each reserve day awarded or assigned to a Flight Attendant holding a regular or mixed line of flying, such Flight Attendant will be paid the applicable rate for the greater of:
  - a. Three and fifty-seven one-hundredths (3.57) hours of flight time credit for each reserve day assigned, or
  - b. Scheduled flight time actually worked.
5. A Flight Attendant holding a reserve line shall be credited with their applicable rate of pay with a minimum Bid Period guarantee of seventy-five (75:00) hours per Bid Period. A reserve Flight Attendant will be credited their applicable rate of pay for the greater of:
  - a. The minimum Bid Period guarantee, or
  - b. The greater of actual or scheduled flight time actually worked.
6. A Reserve Flight Attendant who picks up a Trip out of Open Time on a Day Off will be paid the Credited Time in addition to the minimum monthly guarantee.
7. Flight Attendants qualified and available for the entire Bid Period will not receive less than the minimum Bid Period guarantee as defined in sub-paragraph 1 above.
8. Should a Flight Attendant engage in a trip Trade that would cause their flight hours to drop below the minimum Bid Period guarantee, they shall have their Bid Period guarantee adjusted.

#### C. Flight Time to Duty Ratio

##### 1. Stand Up Overnight

A Flight Attendant who is scheduled for a Stand Up Overnight will receive Flight Pay and credit for the greater of the scheduled flight time flown or one (1) hour for every two (2) hours of Duty Time.

A Flight Attendant who is scheduled for a Stand Up Overnight will receive Flight Pay and credit for the greater of the scheduled flight time flown or one (1) hour for every two (2) hours of Duty Time.

2. A Flight Attendant who is originally scheduled for a break in service of four (4) or more hours will receive Flight Pay credit for the greater of scheduled flight time flown or one (1) hour for every two (2) hours of Duty Time for each duty day in which this occurs. This shall not apply to schedules modified for holidays.

D. Attendance Bonus/Sick Leave

1. Flight Attendants will receive an additional two percent (2%) of their wages (not including per diem) for each quarter in which they have perfect attendance (no absences other than pre-approved, pre-planned vacation and no instances of tardiness).
2. When overall Flight Attendant absences, on a Domicile-by-Domicile basis, are four percent (4%) or less during any calendar quarter, the Flight Attendants at that Domicile shall be entitled to share equally in an attendance bonus.
  - a. The initial quarterly bonus shall be one hundred thousand dollars (\$100,000). That amount shall be subject to adjustment annually proportionate to any increase or decrease in the size of the Flight Attendant seniority list.
  - b. The amount of the bonus to which Flight Attendants at a particular Domicile shall be entitled to share shall be based on the proportion of the number of Flight Attendants at that Domicile to the number of total Flight Attendants on the Flight Attendant seniority list at the conclusion of the relevant quarter.

E. Training Pay

1. A Flight Attendant assigned to a training session of four (4) or more hours will receive Flight Pay and credit for four (4) hours.
2. A Flight Attendant assigned to a training session of less than four (4) hours will receive Flight Pay and credit for two (2) hours.
3. At the completion of computer-based training Flight Attendants will be paid fifty percent (50%) of the training credit value up to a maximum daily limit of four (4) hours (i.e. a two credit computer-based module will be compensated at one hour of pay; an eight hour module will be compensated at four hours of pay) with a minimum credit value of one-half (1/2) hour.
4. The flight time pay and credit set forth in paragraph 1 above shall not apply to individuals attending new hire training.

F. Displacement

When a Flight Attendant eligible for Flight Pay is scheduled by the Company and is available, but is not used, due to displacement by a Company official or employee of the Company other than a regularly assigned Flight Attendant, Flight Pay at such Flight Attendant's applicable pay rate shall be credited to the Flight Attendant who was scheduled to fly such Trip. Such displaced Flight Attendant may be reassigned to flight duties provided their duty day is not extended into their originally scheduled Day(s) Off unless the Flight Attendant agrees. A reassigned Flight Attendant shall be credited with their originally scheduled flight time or the rescheduled flight time, whichever is greater.

G. Drop for Initial Operating Experience (IOE)

1. The Company, at its option, may drop a Flight Attendant from their awarded Trip or one or more Legs of an awarded Trip for the purpose of conducting IOE training for other Flight Attendants.
2. The Flight Attendant whose Trip is dropped can be reassigned additional flying within their originally assigned Footprint per duty period.
3. If not reassigned additional flying, the Flight Attendant whose Trip is dropped shall be pay protected for the greater of the full credit value of the scheduled Trip or the reassigned flying.

H. Deadhead Pay

1. When a Flight Attendant is required by the Company to deadhead to or from any station, the Flight Attendant will receive 62.5% of hourly Flight Pay at the applicable pay rate. For purposes of this paragraph, deadhead time shall include surface or air transportation. There shall be no maximum compensation for Deadheading.
2. A Flight Attendant volunteering for Open Time on a scheduled Day(s) Off will not receive deadhead compensation unless the deadhead was originally scheduled (and flown) on the Trip pairing.
3. Time spent in transportation will not be considered as flight time for purposes of flight time limitations nor will that time be considered as crew rest for the purposes of crew rest requirements.
4. Deadhead pay will not apply to Flight Attendants traveling on Company business, unless it is provided in accordance with paragraph I, below.

I. Special Assignment

A Flight Attendant on special assignment shall Shadow Bid and be compensated at the appropriate Flight Attendant rate according to their Longevity for the assignment. A Flight Attendant who is unable to perform their duties as a Flight Attendant due to on-the-job injuries may be required to accept other assignments which the Flight Attendant is medically able to perform. All other special assignments shall be voluntary. Special assignments to publicity or promotional duties normally will not be longer than thirty (30) days. All Inflight Instructors shall be compensated by the Inflight Department.

J. Holiday Pay

A Flight Attendant flying on the holidays listed below shall receive one and one-half (1-1/2) times their applicable pay rate for all scheduled flight time worked on the holiday(s).

New Year's Day (January 1<sup>st</sup>)

Easter

Memorial Day

Juneteenth

Independence Day (July 4<sup>th</sup>)

Labor Day

Thanksgiving

Christmas Day (December 25<sup>th</sup>)

K. Junior Assignment/Involuntary Extension Premium Pay

Flight Attendants who are junior assigned or extended involuntarily will receive pay and credit at the greater of two hundred percent (200%) of their applicable hourly rate or what the Company is offering for Open Time pick-ups for the day of the Trip at the time the assignment is made, for all credited hours, in addition to the Bid Period minimum guarantee.

L. Cancellation Pay

Flight Attendants shall receive pay for all controllable and uncontrollable cancellations.

M. Equipment Changes

If the Company changes equipment from the aircraft shown on the Flight Attendant's line, the Flight Attendant shall be paid the greater of the originally scheduled flight time on the original aircraft or the actual flight time in the new aircraft.

N. Long Layover Credit

For a Trip pairing that has a scheduled layover(s) longer than 28 hours, two hours of pay credit shall be added to the Trip pairing credit for each such layover.

O. Line Guarantee

Except for Flight Attendants holding a reduced-credit line, Flight Attendants holding a regular line shall be paid, at a minimum, the greater of the following:

1. Credited flight time at the applicable rates, with a minimum guarantee of seventy-five (75) hours per Bid Period;
2. The greater of actual or scheduled block time; or
3. The pay credit for the Final Bid Award (Line Guarantee).
4. The minimum Bid Period guarantee and the Line Guarantee will be adjusted for adds, swaps, Trades, and drops, and for shifts or portions of shifts where the Flight Attendant is unavailable, as provided in this Agreement.

P. Scheduled vs. Actual Pay

1. The Flight Attendant will be paid and credited on the basis of scheduled (as published on the Flight Attendant's Final Bid Award) or actual block flight time for each flight Segment, whichever is greater.
2. Over block flying will be included in the Flight Attendant's regular flight credit for each Leg flown. For each bid, the Flight Attendant's total credits (excluding Junior Available Premium, Holiday Premium, etc.) will be compared to the Line Guarantee and the Flight Attendant will be paid at their applicable hourly rate. See examples below.
3. If a Flight Attendant's total actual flight time equals more than their Line Guarantee, they will be paid accordingly.

Examples

A Flight Attendant is awarded an 80-hour line. The total actual flight time for the month (as calculated on a flight Segment basis) is 78 hours (comprised of 75 hours scheduled and 3 hours of over block). The Flight Attendant had 5 hours of cancellations. The Flight Attendant would be paid 80 hours for the month.

A Flight Attendant is awarded an 80-hour line. The total actual flight time for the month (as calculated on a flight Segment basis) is 82 hours (comprised of 79 hours scheduled and 3 hours of over block). The Flight Attendant has 1 hour of flying dropped. The Flight Attendant would be paid 82 hours for the month.

A Flight Attendant is awarded an 80-hour line. The total actual flight time for the month (as calculated on a flight Segment basis) is 63 hours (comprised of 60 hours scheduled and 3 hours over block). The Flight Attendant called in sick for a Trip worth 20 hours and flew the rest of the month as scheduled. The Flight Attendant would be paid 83 hours for the month (assumes sufficient sick bank hours).

A Flight Attendant is awarded an 80-hour line and calls out sick for a Trip worth 20 hours. The Flight Attendants actual flight time for the month (as calculated on a flight Segment basis) is 61 hours (comprised of 60 hours scheduled, 2 hours dropped, and 3 hours over block). The Flight Attendant would be paid 81 hours for the month (assuming sufficient sick bank hours).

Q. Customs Pay

A Flight Attendant who clears Customs during an overnight Assignment will receive an 18-minute Pay Credit. There shall be one Pay Credit per overnight.

R. Paychecks

1. When an inadvertent Company error results in a loss of pay to a Flight Attendant, they shall be paid within five (5) business days, of written notification by the Flight Attendant, of such error. If the error results in a loss of more than one hundred dollars (\$100) the Flight Attendant may request an advance from the Company, not to exceed the anticipated net amount of the lost pay, until the error can be corrected.
2. To the degree software can support, a Flight Attendant's paycheck stub shall list the hours of sick leave in their sick leave bank and hours of vacation in addition to pay and tax information.
3. The Company will not make any deductions from a Flight Attendant's paycheck without notifying the Flight Attendant of the reason for the deductions.
4. Paychecks will be distributed on the 1<sup>st</sup> and 16<sup>th</sup> days of the month, or on the business day(s) prior if those dates fall on a weekend or holiday.

## SECTION 4

### SICK LEAVE

#### A. Accrual and Usage

Upon completion of a Flight Attendant's Probationary Period, a Flight Attendant will commence accrual of sick leave at a rate of two and seventeen one-hundredths (2.17) hours per Bid Period. The maximum sick leave accrual will be two hundred (200) hours.

- B. A regular line holding Flight Attendant who loses time as a result of illness or injury will receive Flight Pay and credit for the scheduled flight time lost, to the extent sick leave has been accrued.
- C. A reserve Flight Attendant who calls out sick for a day of availability, will receive Flight Pay and credit of three and fifty-seven hundredths (3.57) hours, to the extent sick leave has been accrued.
- D. In the event a Flight Attendant is eligible for Worker's Compensation benefits and there is a waiting period before benefits commence, the Company will pay sick leave during the waiting period, to the extent sick leave has been accrued.
- E. Flight Attendants who are furloughed or on leave of absence will retain, but not accrue, sick leave.
- F. The Company may require a Flight Attendant to present medical verification as proof of illness or injury. In addition, Medical verification may be required when the Company has reasonable cause to believe that a Flight Attendant is abusing sick leave. For non-probationary Flight Attendants, the Company shall reimburse the Flight Attendant for the out-of-pocket cost for the first two (2) doctor notes in a twelve (12) month period. The Company's costs will be limited to only the fee associated with the visit for services rendered to verify the absence. The requirement for medical verification is an exception and shall only be used when appropriate to the circumstances. The Flight Attendant must submit the receipt for the office visit fee to receive reimbursement.
- G. A Flight Attendant may utilize a virtual doctor visit to obtain a doctor's note within the following parameters:
  - 1. A virtual doctor's note may not be utilized for more than one (1) absence within a 30-day period.
  - 2. A virtual doctor's visit may be used to obtain a doctor's note for a medical leave of absence no longer than four (4) days duration.
  - 3. A virtual doctor's visit may not be used to satisfy a doctor's note requirement request pursuant to Section 4.F., or during critical flying periods where doctors' notes are being requested system-wide.
- H. Catastrophic Illness Protection

In the event that a Flight Attendant suffers a serious illness or injury requiring the Flight Attendant to miss more than ninety (90) calendar days of service, the Company, upon the ninety-first (91<sup>st</sup>) day or upon the exhaustion of accrued sick time, whichever occurs later, will begin to pay the Flight Attendant the minimum bid guarantee until long-term disability (LTD) benefits commence. Upon commencement of LTD, catastrophic illness protection shall terminate. Benefits under this plan apply to Flight Attendants only and specifically exclude leave associated with the illness or injury of family members.

- I. A Flight Attendant with perfect attendance from January 1 through December 31 of a given year may elect to be paid out fifty (50) percent of earned sick leave for that year. Alternatively, such amount may be transferred into the Flight Attendant's vacation bank and may be used on a day-at-a-time basis for personal leave.
- J. Upon retirement, the Company will pay to the Flight Attendant any remaining sick leave balance in full at one hundred percent (100%) of the Flight Attendant's pay rate, provided that the Flight Attendant has perfect attendance in the 90 calendar days prior to retirement.

**SECTION 5**  
**VACATION**

**A. Accrued and Earned Vacation**

| <b>Longevity</b>           | <b>Annual Accrual</b> | <b>Monthly Accrual</b> | <b>Pay Rate</b>    |
|----------------------------|-----------------------|------------------------|--------------------|
| 0-12 months                | 1 week                | .5833 days             | Paid 3 hrs per day |
| After 1 year 1-5 years     | 2 weeks               | 1.166 days             | Paid 3 hrs per day |
| After 5 years 6-15 years   | 3 weeks               | 1.75 days              | Paid 3 hrs per day |
| After 15 years 16-20 years | 4 weeks               | 2.333 days             | Paid 3 hrs per day |
| After 20 years             | 5 weeks               | 2.917 days             | Paid 3 hrs per day |

1. Flight Attendants will accrue vacation in accordance with the above schedule.
2. Vacation time is earned on a Calendar Year basis on December 31<sup>st</sup> of each year. A Flight Attendant shall be entitled to bid all vacation accrued, and which would be accrued through the end of the year, assuming continuous service. In making this calculation, any fraction of a day shall be rounded up to the next highest whole number.
3. Accrued vacation must be used by the end of the Vacation Bid Year. Flight Attendants accrue vacation only during periods of active service; if a Flight Attendant is on inactive status during a portion of a year, their vacation accrual shall be proportionately adjusted.
  - a. For the purposes of this Section, a vacation week shall be from 0001 hours Monday through 24:00 hours Sunday.
  - b. A Flight Attendant's vacation accrual as set forth above shall be based on their active service during the preceding Calendar Year.
  - c. Flight Attendants will receive Flight Pay and credit of three (3) hours for each vacation day.
  - d. Banked vacation does not expire.
4. In the event a Flight Attendant does not take vacation due to the circumstances defined in paragraphs E., G. or J. of this section, they may carry such vacation over to the following year or elect to be paid for the vacation time, subject to Company approval. If a Flight Attendant is not allowed to carry over their vacation to the following year they shall be paid such vacation.
5. By September 15<sup>th</sup> each year, the Company shall post the number of vacation days each Flight Attendant has accrued, plus the number of vacation days they are assumed to accrue through the end of the current Calendar Year, that they may bid for the following Vacation Bid Year.

## **B. Vacation Periods**

1. A full vacation period shall consist of seven (7) days and run from Monday through the following Sunday. A partial vacation period will consist of at least three consecutive days, which may not cross two (2) vacation periods.
2. A Flight Attendant may bid for full vacation periods or partial vacation periods in accordance with Section 5. C below.
3. On a first-come, first-served basis, Flight Attendants may request to take vacation on a day-at-a-time basis. If the vacation period is open, the request will be granted; if the vacation period is not open, the Company may grant the request if the needs of the service permit. If a Flight Attendant takes day-at-a-time vacation, they shall have such days deducted from either the beginning or the end of a vacation period later in the same Vacation Bid Year. If the Flight Attendant takes a day-at-a-time vacation more than once, the days shall all be deducted from the same later vacation period.
4. A Flight Attendant may bid for up to four (4) consecutive vacation periods.

## **C. Vacation Bidding**

1. Vacation periods shall be awarded at each Domicile, in Seniority order.
2. The Company shall allocate sufficient vacation periods in each Bid Period at each Domicile to cover the amount of regular vacation anticipated to be accrued at that Domicile.
3. Initial Bid
  - a. Timeline – Bid September 20 – October 3; awarded October 14;
  - b. Bidding open to Full Week bids and Partial Week bids (three consecutive calendar days minimum and not across vacation periods);
  - c. Awarded in accordance with Domicile Seniority.
4. Second Round
  - a. Timeline – October 15 – November 1; awarded November 15.
  - b. Bidding open to Full Week bids and Partial Week Bids (three consecutive calendar days minimum and not across vacation periods).
  - c. Awarded in accordance with Domicile Seniority.
5. Ad Hoc Vacation Bidding (opens November 16)
  - a. Vacation bids may be submitted on a bid-to-bid basis.

- b. Full and partial weeks allowed (one day or more)
- c. Posted, bid for, and awarded on a first-come, first-served basis.
- d. Vacation trade bids must be submitted by 1200 PHX on the 30<sup>th</sup> day of the month two (2) months in advance of the Bid Period in which the vacation will occur.

**D. Vacation Swaps**

Vacation periods in each Domicile that have been vacated (due to terminations, leaves of absence, etc.) will be available for Flight Attendant swaps. The Company will post such openings for the subsequent Bid Periods on the Flight Attendant page on the Company website. Vacation swaps will be honored on a first-come, first-served basis. A Flight Attendant may swap their vacation period with another Flight Attendant in the same Domicile.

**E. Cancellation**

- 1. The Company may cancel a vacation only in the case of operational necessity. In such instances, the Flight Attendant will be given reasonable advance notice of the cancellation. In the event that, due to the Company's cancellation of a Flight Attendant's vacation, the Flight Attendant suffers a loss of a non-refundable deposit or reasonable related expenses, the Flight Attendant will be reimbursed for such loss. Receipts for such losses shall be presented to the Company for approval and reimbursement.
- 2. In all instances of cancellation, the Company will make its best efforts to provide at least two (2) weeks' notice of cancellation.
- 3. Canceled vacations will be rescheduled at a mutually agreeable time or carried over to the following year if necessary.

**F.** No Flight Attendant shall be required to keep the Company notified of their whereabouts while on vacation.

**G.** In the event a Flight Attendant is hospitalized with inpatient status during a scheduled vacation, they may elect to be paid from sick leave instead of vacation. Written confirmation may be required from the attending physician or hospital administration.

**H.** A Flight Attendant who has completed one (1) year of service and who resigns or retires and gives a minimum of fourteen (14) days' notice to their supervisor will be paid for earned unused vacation at the contractual rate.

**I.** A Flight Attendant who is involuntarily transferred to another Domicile will retain their awarded vacation dates.

- J. A Flight Attendant who bids out of their Domicile will retain their awarded vacation dates if available; if not available, they will move the vacation to an open slot or, where the operation necessitates, defer vacation until the following year.
- K. In the event of termination or death, the Flight Attendant or their estate shall be paid for earned unused vacation time.
- L. Furloughed Flight Attendants shall have the option of retaining their unused vacation or receiving pay in lieu.

#### **M. Vacation Buying Plan (VBP)**

If the Company offers a Vacation Buying Plan (VBP), the following will be available to employees:

1. Flight Attendants will be eligible to purchase additional vacation hours for time off in the year. This would be additional vacation hours on top of a Flight Attendant's regularly accrued vacation hours with Mesa Airlines.
2. Flight Attendants can purchase up to seven additional days of vacation on a pre-tax basis each year. The cost of each vacation day is based on a Flight Attendant's base pay as of January 1 and will be deducted from their paycheck throughout the plan year.
3. Any vacation purchased can only be taken after a Flight Attendant's normal vacation entitlement is used. A Flight Attendant must use all vacation entitlement before using any of the additional vacation days elected as part of the Vacation Buying Plan. All vacation days purchased must be used by the first pay period in December and cannot be carried over into the following year. Purchased vacation will be taxed on this amount.
4. Unused vacation will be sold back on the final check in December or the final check issued to a Flight Attendant if they retire or resign, at the same rate as purchased.

## SECTION 6 EXPENSES

### A. Expenses

1. When a Flight Attendant is sitting ready reserve or is away from their permanent Domicile in connection with normal flight assignments or training, they shall receive a per hour expense allowance calculated as beginning when they are required to report for duty or when she/he actually reports for duty, whichever is later, and ending at block-in plus fifteen (15) minutes at their permanent Domicile. The hourly rate will be prorated for fractions of an hour.

#### Domestic Per Diem:

- a. DOS: \$2.25
- b. 10/12/2026: \$2.35

2. International Flying

- A. The International per diem expense allowance shall be paid at an International per diem rate per trip hour for ground time in a location outside the United States of greater than 90 minutes. International per diem will begin at block in and will continue until the time of block-out at the following rate:

2025 DOS: \$2.70

10/12/2026: \$2.80

- B. The Company shall reimburse each Flight Attendant for applicable airport or government charges. The Company shall reimburse each Flight Attendant for the cost of passports, visas, inoculations, and any airport or government charges, such as head tax, incurred in traveling on Company business.

4. A Flight Attendant on special assignment in or out of base shall be paid either per diem or for all reasonable actual expenses incurred, supported by receipts, whichever is greater.

### B. Lodging

1. In addition to those expenses provided in paragraph A of this section, the company shall furnish guaranteed single room hotel accommodations in a suitable location for Flight Attendants who are scheduled to layover at a location for legal rest while on flying duty away from their permanent Domicile. Flight Attendants on unscheduled overnights or Stand Up Overnights with four (4) hours or more or sits with five (5) hours or more, but less than the required legal rest, will be furnished with single room hotel accommodation. Flight Attendants on unscheduled overnights in Domicile as a result of rescheduling or re-crewing

will be furnished with single room hotel accommodation. If the Company's pilots obtain hotel rooms in Domicile for cancellations and/or in other situations, the Flight Attendants will receive hotel rooms on the same terms. The Flight Attendant must contact Crew Scheduling to request the hotel room.

2. If the Company does not provide the rooms, the Flight Attendant shall obtain suitable lodging and claim reasonable actual lodging expense on their expense account form supported by the hotel receipts.
3. Except for initial training, the Company shall furnish single room accommodations for Flight Attendants attending training away from their Domicile.
4. The Company shall make prompt inquiries into complaints relating to an unacceptable level of service at any facilities that have been approved for layover use. Prompt remedial action will be initiated in those cases where investigation affirms an unacceptable level of service.
5. The Company will publish a list of all system-wide layover hotels and hotel phone numbers with the monthly bid packets.
6. The Company shall maintain and distribute to the Flight Attendants a list of "approved" lodging facilities at each station and/or alternate locations where Flight Attendants layover. Such a list shall include the name, telephone number, and location of such facilities.
7. Hotel Committee

The Company agrees to meet with the Union's MEC Hotel Committee Chairperson on a regular basis. In the event of an irregular incident at a hotel, the Union will meet with the Company's Vice President of Inflight to discuss the incident within thirty (30) days of the incident.

8. Layover Hotel Selection

The following guidelines shall normally be considered when determining hotel or motel accommodations for Flight Attendants at layover stations.

- a. Individual Flight Attendant hotel rooms at all layover stations shall have: emergency fire plans which are in compliance with local fire ordinances; fire/smoke detectors or sprinklers in the room; dead bolts and peep holes on the room doors; microwave ovens to utilize upon request; and alarm clocks or wake-up call by front desk for all contracts going forward.

- b. When selecting a hotel at layover stations, the Company shall consider the safety and security of the room and hotel locations, and the cleanliness and quietness of the accommodations.
- c. The Company will make prompt inquiries into complaints from the Union's MEC Hotel Committee relating to deterioration of services, including safety, at any facility and will take prompt remedial action where investigation affirms such deterioration.
- d. The Company and the Union's MEC Hotel Committee will meet to review the suitability of lodging. When choosing an overnight hotel for Flight Attendants, the Company will furnish a list of the hotel names and phone numbers.

#### **C. Transportation**

1. When accommodations are required, the Company shall pay the cost of and provide transportation to and from such accommodations. Where no food service is available, transportation will be provided.
2. A Flight Attendant will be reimbursed at the United States Internal Revenue Service standard mileage rate when they drive a personal vehicle for Company-directed travel. Mileage will be paid for the actual miles driven. The Flight Attendant will not be required to use their own vehicle. If the Flight Attendant does not use their own vehicle for Company-directed travel, they will be reimbursed for reasonable costs for alternative transportation (i.e., bus, Taxi, train).
3. At the Company's request and expense, and with the Flight Attendant's concurrence, they may drive a rental car between airports.

#### **D. Special Assignments**

1. A Flight Attendant who is assigned by the Company to duty involving circumstances of a temporary or special nature shall be paid all reasonable actual expenses incurred, as supported by receipts. These expenses will be in lieu of, and not in addition to, expenses provided in Paragraphs A, B, and C of this section. Flight Attendants incurring such expenses will, whenever possible, obtain prior approval.
2. If a Flight Attendant is required to attend a professional/educational function at the request of the Company, expenses associated with the function will be reimbursed consistent with Company policy.

#### **E. Parking**

1. At Domiciles where free parking is not available, the Company will secure and pay for suitable parking.

2. In lieu of paid parking, a Flight Attendant based in a city that has public transportation may request and be provided public transportation up to the amount that would have been paid for parking at the Domicile.
3. In lieu of paid parking, a Flight Attendant who lives in a city that is not their Domicile may submit parking or public transportation receipts up to the amount that would have been paid at the Domicile.
4. All parking expenses with original receipts must be turned in within three (3) months.

**F. Crewmember Access Program (formerly known as Known Crew Member)**

The Company will cover the cost of Crewmember Access Program for all Flight Attendants.

## **SECTION 7** **SCHEDULING AND HOURS OF SERVICE**

The following provisions apply to all domestic scheduled service and domestic Charters. Inter-Island Hawaiian flying will be considered domestic flying.

### **A. Rest Periods**

#### **1. Scheduled Rest**

A rest period is that time when a Flight Attendant is free of all restraint or duty for an airline and is also free of all responsibility for work or duty.

#### **2. Actual Rest**

A Flight Attendant will receive no fewer than ten (10) hours rest from duty off time until the next duty on time.

#### **3. Consecutive Days on Duty**

a. The Company must relieve each Flight Attendant engaged in air transportation from all further duty for at least twenty-four (24) consecutive hours during any seven (7) consecutive calendar days. The Company will schedule the release from duty to be in the Flight Attendant's Domicile; however, the release from duty may be rescheduled to occur out of Domicile due to Irregular Operations, or with the Flight Attendant's agreement.

i. When the release from duty is out of Domicile due to Irregular Operations, the Flight Attendant will receive per diem and lodging pursuant to Section 6 of this Agreement. If remaining out of Domicile causes the Flight Attendant's schedule to fall below their minimum Days Off, the Company will restore the Day(s) Off as in Paragraph Q.2, below.

ii. When the release from duty is out of Domicile because the Flight Attendant so agreed or requested, the Flight Attendant shall be treated as if they had been released in their Domicile, and thus will not receive per diem or lodging pursuant to Section 6 of this Agreement, and the release shall not affect their Days Off.

b. Notwithstanding the provisions in paragraph 3.a. above, a Flight Attendant assigned to Temporary Duty (TDY) who requires a twenty-four (24) hour period free from duty shall take the time off in their temporary base.

### **B. On-Duty Limitations**

#### **1. Legalities**

The Company shall notify Flight Attendants and Flight Attendants shall notify the Company immediately of FAR or contractual conflicts which occur in their schedules.

2. Scheduled On-Duty

- a. A Flight Attendant will not be scheduled or rescheduled to remain on duty for more than fourteen (14) hours. A scheduling or rescheduling complies with this provision if it is scheduled to terminate within fourteen (14) hours of the Flight Attendant's duty on time.
- b. A Flight Attendant is not considered to be scheduled for duty in excess of duty period limitations if the flights assigned are scheduled and normally terminate within the limitations, but due to circumstances beyond the control of the air carrier (e.g., adverse weather conditions, maintenance, ATC delays), are not at the time of departure expected to reach the destination within the Scheduled Time.

3. Actual On-Duty

A Flight Attendant will not be required to remain on duty in excess of sixteen (16) hours unless the Flight Attendant agrees (and the Flight Attendant is legal to do so). The Duty Time in excess of sixteen (16) hours shall be treated as flight time and shall be payable at Premium Pay rates.

a. Duty Period

- i. A Flight Attendant's duty period shall commence forty-five (45) minutes prior to scheduled departure at the airport or designated location, or whenever the Flight Attendant actually reports, whichever is later, and end fifteen (15) minutes after block in of the flight, or when actually released from all duty, whichever is later.
- ii. A Flight Attendant is on duty until fifteen (15) minutes after release from a Trip assignment, Deadheading, ferrying, and while in training.
- iii. Duty on times for Trips must be scheduled for forty-five (45) minutes before flight time. However, a duty on time away from Domicile may be reduced by the Company up to thirty (30) minutes due to Irregular Operations for the purpose of ensuring minimum rest.

b. Flight Time Limitations

- i. Pairings shall not contain more than nine (9) scheduled block hours per duty period.
- ii. Notwithstanding paragraph 3.b.i, above, Pairings may contain more than nine (9) scheduled block hours per duty period, provided that the Pairing

contains only one (1) duty period and no greater than two (2) scheduled Segments.

iii. A Flight Attendant may be scheduled for up to thirty-four (34) block hours in seven (7) days. However, they may voluntarily schedule themselves in excess of thirty-four (34) hours by trading or picking up a Trip(s), or when bidding in PBS.

iv. Maximum Scheduled Hours

1. A Flight Attendant may be scheduled or rescheduled for up to one hundred ten (110) credited hours per Bid Period; however, they may be rescheduled to one hundred fifteen (115) credited hours per Bid Period for operational integrity. Any time voluntarily added to a Flight Attendant's schedule (via pick-up of Open Time, Trades, swaps, etc.) shall not be considered part of the one hundred ten (110) or one hundred fifteen (115) credited hour restriction.

2. A Flight Attendant holding a reduced-credit line may be scheduled or rescheduled for up to fifty-five (55) credited hours per Bid Period; however, they may be rescheduled to fifty-seven and one-half (57.5) credited hours per Bid Period for operational integrity. Any time voluntarily added to a Flight Attendant's schedule (via pick-up of Open Time, Trades, swaps, etc.) shall not be considered part of the fifty-five (55) or fifty-seven and one-half (57.5) credited hour restriction.

v. In the event a Flight Attendant receives a bid award in excess of one hundred five (105) credited hours and they are unable to drop time during SAP, the Company will work with the Flight Attendant to reduce their bid award. Any such Flight Attendant receiving relief under this provision may be prohibited from picking up additional flying during the Bid Period. This provision will not apply in cases where the Flight Attendant specifically requested Maximum Credit in their PBS Bid preferences.

vi. Unless restricted by FARs, Flight Attendants may waive these restrictions on a Trip-by-Trip basis.

### C. Days Off

1. A Day Off is a calendar day from 0000-2359, local Domicile time, in Domicile free from all duty with the Company.
2. Flight Attendants holding a regular Bid Line shall be scheduled for and guaranteed at least eleven (11) days off in Domicile in a 31-day bid month and at least ten (10) days off in Domicile in a 30-day bid month.

Reserve Flight Attendants will be scheduled for and guaranteed at least ten (10) days off in Domicile in a 31-day bid month and at least nine (9) days off in Domicile in a 30-day bid month.

3. A Flight Attendant may bid all available Golden Days and will be awarded up to four (4) days in their bidline as inviolate Golden Days. A Flight Attendant will bid the Golden Days between 1200 PHX time on the 24<sup>th</sup> day of the month prior to the Bid Period and 1200 PHX time on the 25<sup>th</sup> day of the month prior to the Bid Period. The minimum number of Golden Days awarded per day will be equal to at least ten (10) percent of the regular lines of flying awarded in the applicable Domicile. Such days will be awarded in Seniority order.
4. A Flight Attendant is not required to keep the Company informed of their whereabouts on days off.

#### **D. Deadheading**

1. Deadheading is Duty Time. All Flight Attendants shall be in uniform while Deadheading.
2. Seats for Deadheading Flight Attendants will be reserved as positive space, must-ride basis, and, upon request, the Flight Attendant will be given a locator number forty-eight (48) hours prior to departure, if possible. Any changes to a deadhead must be requested through the appropriate department within the Company and not directly with a code-share partner. With the exception of personal upgrade requests, fees charged for company Deadheading will not be charged to the Flight Attendant.
3. For unscheduled Deadheading on their assigned code-share carriers, the Flight Attendant will be provided the first available flight that day following the completion of their assignment. For Deadheading on carriers other than code-shares, every effort will be made to return the Flight Attendant as soon as practicable.
4. In the event of a co-terminal, the deadhead time between the two airports will be Duty Time.
5. The Company shall utilize the services of FAR Part 121 or Part 135 air carriers, or Company-operated aircraft, for all deadhead Segments.
6. A Flight Attendant who does not report for a booked deadhead without good cause may be assessed the "no-show" fee charged by the code-share partner, up to fifty dollars (\$50).
7. Alternate Deadhead
  - a. When the last scheduled Segment of a Trip is a deadhead, a Flight Attendant may opt out of said deadhead without incurring any reduction in their pay guarantee. The Flight Attendant shall call Crew Scheduling and inform them prior to the

departure of the deadhead flight, and the Flight Attendant's duty off time shall be adjusted to the time of the call's completion.

- b. When the scheduled deadhead Segment is to or from training, a Flight Attendant may request, no later than eight (8) days in advance of the scheduled deadhead, to cancel the deadhead, in which case the Flight Attendant must secure their own personal transportation to or from training. Such request will be granted provided the Flight Attendant requests to cancel the scheduled deadhead flight within the appropriate time frames, through the Inflight IOE Scheduling department.
- c. A Flight Attendant may waive non-FAR duty and rest provisions in order to accomplish their requested deadhead to or from duty.

8. Surface Deadhead

- a. All surface transportation must be safe, clean, and heated or air conditioned as the climate dictates.
- b. A Flight Attendant shall never be required to operate surface transportation unless mutually agreed upon.
- c. Applicable pay rate for surface Deadheading will be based on total elapsed time en route.

9. Co-Terminals

In areas served by more than one airport, the establishment of co-terminal operations may be appropriate. The Company shall notify the Union if it wishes to designate a base as a co-terminal, and the rules and compensation for Flight Attendants in a co-terminal operation will be negotiated between the parties. Deadhead time between the two airports will be Duty Time. Provisions of the Agreement will be effective the date of the start of the co-terminal operation.

**E. Notification**

1. A Flight Attendant who is unable to report for duty shall notify the Company as soon as possible, under most circumstances, at least two (2) hours prior to scheduled show time.
2. The Company may not contact a Flight Attendant during any minimum rest period for purposes of advising them of a scheduling or rescheduling change or any other assignment except during the first or last hour of the rest. The Company may contact a Flight Attendant at any time during such rest for a family emergency.
3. A Flight Attendant who has not reported by the designated show time but who subsequently reports prior to departure will be allowed to take their Trip, provided there will be no delay (including but not limited to the re-issuance of a flight release) of the Trip as a result of the late show time. The Company may utilize a late Flight Attendant

regardless of arrival time. A Reserve who has reported to the airport and who is not subsequently utilized on their previously assigned Trip may be assigned to Ready Reserve duty.

## F. Pairings (Trips)

### 1. Pairing Construction

- a. It is the responsibility of the Company to prepare and publish the Pairings to be bid on by the Flight Attendants. Up to two designated members of the AFA Scheduling Committee shall be released and permitted to participate in the Pairing construction/review process prior to publication of the Pairings for each Bid Period, and the Company will absorb the Flight Pay loss of one of the members. The publication of the Pairings will not be delayed due to the unavailability of the AFA Scheduling Committee members.
- b. All known flying shall be constructed into Pairings.
- c. Pairings shall not contain more than nine (9) scheduled block hours per duty period.
- d. Notwithstanding paragraph 1.c. above, Pairings may contain greater than nine (9) scheduled block hours per duty period, provided that the Pairing contains only one (1) duty period and no greater than two (2) scheduled Segments.
- e. Pairings shall be built to begin and end at the same airport, unless co-terminals are mutually established.
- f. The Company shall make every effort to minimize ground time.
- g. The Company shall make every effort to minimize the number of scheduled aircraft changes within a duty period.
- h. The Company will build a variety of types of Pairings *e.g.*, Stand Up Overnights, one day, 2 day, 3 day, 4 day Pairings, commutable Pairings.
- i. The Union will meet with the Company on a monthly basis, and coordinate with other employee groups (*i.e.*, pilots and scheduling) in constructing Pairings.
- j. A Flight Attendant who is originally scheduled for a break in service of four (4) or more hours will receive Flight Pay credit for the greater of scheduled or actual flight time flown, or one (1) hour for every two (2) hours of Duty Time for each duty day in which this occurs.
- k. Stand Up Overnight
  - i. The Company may construct Stand Up Overnight Pairings.

- ii. A Flight Attendant will not be required to participate in training during scheduled ground time on a Stand Up Overnight without the Flight Attendant's consent.

#### I. Criteria for Pairing Construction

The parties will meet and confer quarterly or at such other times as mutually agreed upon to review criteria for the construction of Pairings to be used in the scheduling of Flight Attendants, and may jointly agree to modify the criteria from time to time. In addition to minimizing cost and maximizing productivity underlying schedule construction, the objectives for the construction of Pairings will be to:

- i. Maximize the Flight Attendant's flight time during a given duty period.
- ii. Ensure the ability to carry out the marketing schedule while maintaining on-time performance and schedule completion.
- iii. Ensure that the amount of uncovered flying is kept to a minimum.
- iv. Ensure stability and continuity from one Bid Period to the next.
- v. Ensure all Pairings used for the scheduling or assignment of Flight Attendants will comply with all other applicable provisions of this Agreement.

#### 2. Pairing Package and Bidding Information

- a. The bid information for each Domicile will contain the following information about all known flying arrangements in Trip Pairings, including:

- i. Report and release times
- ii. Pairing number
- iii. Flight numbers
- iv. Block and credit time of each Segment
- v. Block and credit time of the Pairing
- vi. Duty time
- vii. Ground time
- viii. Deadhead time
- ix. Originating, intermediate, and terminating station
- x. RON information, including hotel information, ground transportation, etc., when known at Bid publication
- xi. Minimum required rest
- xii. Trip time (time away from base, or TAFB)
- xiii. Aircraft type (and variant if applicable) for each Segment of the Pairings.

- b. Pairing package shall be made available electronically to each Flight Attendant by 1200 PHX time on the 10<sup>th</sup> day of the preceding Bid Period.
- c. Information relevant to bidding that is available on the Company website will include:
  - i. A list of Flight Attendants eligible to bid in each Domicile, which will be published with the bidding information by 1200 PHX on the 9<sup>th</sup> day of the month prior to the bid.
  - ii. Awarded or assigned known temporary vacancies.
  - iii. Reserve shifts (defined as twelve (12) hour callout blocks).
  - iv. Known training assignments, including applicable pay and credit.
  - v. All awarded vacation time. Flight Attendants will have to pick up open vacation time by the last day of the month that is two Bid Periods before the Bid Period in which the vacation will be taken (e.g., September 30 for the November bid).

## **G. Lines of Time**

- 1. The Bid Period schedule will be constructed:
  - a. Whenever possible, regular lines of time will contain at least two (2) periods of three (3) consecutive days off, with remaining days off scheduled in blocks of two (2) or more days. (In no instances shall this provision require the Company to grant additional days off in excess of the contractual requirement.) The Flight Attendant may waive this provision.
  - b. Regular lines of time will be constructed with a minimum of seventy-five (75) hours of flight time, ten (10) days off in a thirty (30) day Bid Period or eleven (11) days off in a thirty-one (31) day Bid Period and will not contain reserve days. Low time lines constructed pursuant to paragraph 2, below, may contain fewer than seventy-five hours, but will still be subject to the minimum pay guarantee of seventy-five (75) hours.
  - c. After the Company has completed the regular line construction process utilizing PBS, additional Pairings will not be added to or removed from a regular line except as otherwise provided for in this agreement.
  - d. Regular lines will be subject to the following:
    - i. A Flight Attendant who has been awarded a line for the Bid Period will not be assigned reserve days unless they bid for reserve.

- ii. Regular lines will not contain out-of-domicile trip pairings. This does not prevent Pairings that include deadhead.

2. High Time and Low Time Lines

- a. The Company shall allow Flight Attendants to express a preference for high-time lines (lines with at least 97 credited hours) and low-time lines (lines with no more than 83 credited hours).
- b. If bid by Flight Attendants, at least ten percent (10%) of the lines awarded at each Domicile will be high-time lines, and at least ten percent (10%) of the lines awarded at each Domicile will be low-time lines, subject to the preferences bid by more senior Flight Attendants.

3. Reduced-Credit Lines

- a. If bid by Flight Attendants, at least two (2) Flight Attendants for every one hundred (100) Flight Attendant lines awarded, system-wide, will be reduced credit lines and contain between thirty-seven (37) and fifty-two and one-half (52.5) credit hours.
- b. If bid by Flight Attendants, at least two reduced-credit lines will be available in each Domicile in each bid month.
- c. If, in a particular Bid Period, the Company is unable to meet the two percent (2%) threshold due to staffing issues or other unforeseen circumstances, the Company shall not be in violation of the Agreement if it is able to resume compliance within two Bid Periods. The Company may only exercise this provision once per Calendar Year.
- d. If, in a particular Bid Period, the number of reduced-credit lines the Company is required to award under the two percent (2%) threshold exceeds the number of Flight Attendants requesting reduced credit lines, the number of reduced credit lines the Company is required to award during that Bid Period shall be reduced to the number requested by Flight Attendants.
- e. The number of Leaves of Absence offered by the Company during a particular Bid Period shall reduce the number of reduced-credit lines required to be awarded under the two percent (2%) threshold by the same amount. For example, if the two percent (2%) threshold required the Company to award, if bid, ten (10) reduced-credit lines system-wide in a particular Bid Period, and the Company offered two (2) Leaves of Absence during that Bid Period, the number of reduced-credit lines required to be awarded would be reduced by two (2), from ten (10) to eight (8). However, at least half of the total number of reduced-credit lines required to be awarded under the two percent (2%) threshold must be awarded as reduced credit lines rather than as Leaves of Absence.

- f. Reduced-credit Flight Attendants may only add flying to their lines by trading with other Flight Attendants, and may not swap, drop, or add from Open Time.
  - g. Flight Attendants wishing to fly a reduced-credit line must submit a bid for such a line between 1200 PHX on the sixth day and 1200 PHX time on the seventh day of the month prior to the bid in which they wish to fly the reduced credit line. Bids will be awarded by Domicile Seniority, up to the number of reduced-credit lines offered. PBS will then build the Flight Attendant a reduced-credit line based on the Pairings available at their Seniority.
4. Reserve lines will consist of days on and days off, along with stated reserve availability periods on days on.

#### **H. Bidding and Awarding of Monthly Schedules**

- 1. Use of PBS
  - a. The Company will use and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and any other terms that have been mutually agreed upon by the Company and the Association, for the construction and awarding of Flight Attendant lines.
  - b. The Company will provide an electronic means available to all Flight Attendants to access and use PBS. This will include allowing the Flight Attendants to confirm the Company's receipt of their bids.
- 2. Bidding for Training

Flight Attendants will bid for and be awarded recurrent training prior to the opening of PBS bidding. Training will appear as a planned absence on the Flight Attendant's line when they bid in PBS. Bidding for training will be in accordance with the following:

  - a. The awarded training event will be incorporated in the Flight Attendant's Bid Line.
  - b. Training event awards will be in accordance with the Flight Attendant's Seniority within the training event currency hierarchy of early month, base month, and grace month.
  - c. Flight Attendants in their grace month will be awarded first.
  - d. Flight Attendants in their base month will be awarded next.
  - e. Flight Attendants in their early month will be awarded last, considering training availability and needs of service.
  - f. The Company will provide Domicile-specific training slots, including dates and location.

3. Bidding

- a. A Flight Attendant must bid on an approved format. A Flight Attendant will use the electronic bid system set up by the Company unless an alternative method has been approved by the Company.
- b. PBS will be made electronically available via a home access computer system and Company computer terminals located in each Domicile on or before the date the bidding process commences.
- c. A Flight Attendant will bid in their Domicile as indicated on the bid eligibility list.
- d. A Flight Attendant who becomes available for work after the monthly roster closes, other than a Flight Attendant returning from an OJI, will be placed on reserve status for the upcoming Bid Period.
- e. When a Flight Attendant who normally would be able to hold a regular line of flying is medically cleared to return to work following an OJI after the monthly roster closes, the Company will use best efforts to build the Flight Attendant a line of flying for the upcoming Bid Period. For purposes of this paragraph, a Flight Attendant will be considered medically cleared to return to work once their required medical documentation has been received and processed by the Company.

4. The following procedures will precede the opening of bidding in PBS:

- a. A known absence is a date on which the Flight Attendant is unavailable to work due to training, vacation, leave of absence, Union or Company business, etc. The Company will apply any known absence(s) to a Flight Attendant's schedule before bidding opens. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line building parameters.
- b. Except with respect to vacation, training, and Association Business, the virtual credit will have a value of 2.5 hours.
  - i. A credit of four (4) hours per day will be applied to all training events prior to the close of the bid. A credit of 2 hours per day, or actual deadhead hours, whichever is greater, will be applied to deadheads prior to and after training.
  - ii. A credit of 4 hours per day (28 hours per week) will be applied to all vacation prior to the close of the bid (though vacation will still be paid at 3 credit hours per day). If PBS can accommodate the request in the future, and should the vendor make such accommodation part of a standard release at no expense to the Company, the Flight Attendant may choose

- to have vacation credited at 3 hours per day (21 hours per week) for line-building purposes.
- iii. A credit of four (4) hours per day (3.57 credits for a reserve day) will be applied for Association Business. In lieu of this provision, a Flight Attendant bidding a regular line may Shadow Bid in PBS and be credited with the Trip value(s) awarded in such Shadow Bid toward their line value.
  - c. If a Flight Attendant is withheld from service by the Company at the time of bid closing, they will bid for a schedule for the following Bid Period in accordance with this section (e.g., offline with or without pay).
  - d. When awarded in a line, recurrent training, or any company business, will not reduce a Flight Attendant's days off to less than the scheduled minimum as set forth in Section 7.C.2. of this agreement.
  - e. A Flight Attendant who is unavailable for a portion of the Bid Period will have the minimum days off prorated for the portion of the month the Flight Attendant is available (See Pro Rate tables at the end of Section 7).
  - f. Each Flight Attendant's schedule will be constructed by the Company using PBS and will be either a regular line or a reserve line. Regular lines and reserve lines will be awarded or assigned in accordance with a Flight Attendant's Seniority, preferences, and this Agreement.
  - g. Following the initial PBS awards, there will remain a minimum amount of Open Time in each Domicile, equal to at least one percent (1%) of the flying hours in the Domicile.
  - h. PBS will construct as many regular lines as practicable, containing no less than the minimum days off in Domicile as provided for in Section 7.C.2.
  - i. In the interest of maintaining operational efficiency, while ensuring the interests of the Flight Attendants, monthly parameters may be changed to optimize schedules on a bid-by-bid basis. Once the maximum and minimum range values of the bid windows are published for the current Bid Period, the PBS window size may be increased by no more than two (2) hours without the approval of the Association's scheduling committee. All other changes to the maximum and minimum range values will be with the consent of the Association's scheduling committee or until the following Bid Period. However, the target average values may be adjusted for operational integrity.
  - ii. The Company will take the input of the AFA Scheduling Committee Member(s) into account regarding the parameters that are used for conducting various runs within PBS, and regarding which of the runs becomes the basis for the monthly bid award, but the Company shall have

the final decision on those matters. The Company shall be responsible for the reasonable Flight Pay loss incurred by the AFA Scheduling Committee Member(s) associated with the monthly PBS runs. The Company shall not seek reimbursement of such Flight Pay loss from the Association.

- i. All bids shall be awarded in accordance with Seniority and the PBS logic. Final PBS awards will be published and made available to all eligible bidders in each Domicile electronically.
  - j. Any active bidder failing to submit a bid or failing to meet the deadline will be awarded Pairings or reserve days according to their default bid. If they have no default bid on file, awards will be made by PBS; a Flight Attendant whose Seniority would entitle them to hold a regular line will be assigned a regular line, and a Flight Attendant whose Seniority would entitle them to hold a reserve line will be awarded a reserve line.
  - k. Each Flight Attendant will receive a "reasons report" explaining why they were or were not awarded specific Pairings, if the PBS vendor makes such reports available.
- I. Open time will be all revenue flying which is not on the bidlines; including Charters and all other time which becomes available during the Bid Period after the bid packages have been electronically published. Any Charter flights known prior to the first day of the prior Bid Period will be included in the Pairing package.

**J. Schedule Enhancement Software**

- 1. The Company will provide an electronic means by which a Flight Attendant can enhance the Flight Attendant's schedule. The software operates based upon parameters and rules designed to allow flexibility to adjust lines of flying while allowing the Company to operate and cover Open Time on a daily basis.
- 2. The system will provide the Flight Attendant with a reason if a transaction is denied.
- 3. All open Trips will be posted in the system for viewing by Flight Attendants. Flight Attendants may bid and be awarded Open Time in accordance with the rules established in this Section. A Flight Attendant who is awarded Open Time will be responsible for flying the Trip(s).
- 4. The following are legality issues that would prevent a Flight Attendant from picking up, trading, or swapping time:
  - a. 24/7 – At least twenty-four (24) hours rest in a seven (7) day period.
  - b. Ten (10) hours rest between duty periods.

- c. For operational purposes, buffers may be built into the regulatory constraints. There will be a buffer of one hour added to the three time frames listed in subsection J.4.a. through c., above. Crew Planning may lessen this requirement at their discretion.
  - d. A Flight Attendant may only pick up, trade for, or swap for a Trip if there is at least 1:05 hours (1:25 hours for international flights) between that Trip and the Flight Attendant's current flying, on both the front and back end of that Trip. That time will be included in the 14-hour maximum duty period.
5. Straight Drops
- a. Straight Pairing drops will be granted and will be processed automatically, subject to the agreed-upon reserve parameters for dropping and by the reserve utilization numbers at the time the drop is requested.
  - b. Partial Segment(s) straight drops are not allowed to end or begin outside of a Flight Attendant's Domicile unless the Company agrees.
  - c. Straight dropping a Trip or Segment will reduce the Credited Time for the Bid Period or, if appropriate, the minimum guarantee, by the amount of time dropped.
6. Swaps
- a. The term swap will be used to identify transactions that interact with Open Time.
  - b. Swaps of Trips that operate on the same calendar date(s) shall be approved, regardless of any change in credit hours, if the request is submitted at least seventy-two (72) hours prior to the report time of the earlier Trip. The Flight Attendant's minimum guarantee will be adjusted if the Trips have different credit values and if the swap causes the Flight Attendant to fall below minimum guarantee.
  - c. Swaps which result in a reduction of duty periods to the Flight Attendants are subject to reserve coverage. The following are examples of swaps:
    - i. Example 1: A Flight Attendant drops a 15-hour 3-day Trip and picks up a 10-hour 2-day Trip. Provided that reserve coverage is adequate, this swap will be approved, and the Flight Attendant's Credited Time will be reduced by 5 hours.
    - ii. Example 2: A Flight Attendant drops a 10-hour 3-day Trip and picks up a 15-hour 3-day Trip on the same calendar dates. The Flight Attendant's Credited Time will increase by 5 hours. This swap is not constrained by reserve coverage within their Domicile provided the request is submitted at least 72 hours prior to the Trip report time.

iii. Example 3: A Flight Attendant drops an 8-hour 2-day Trip and picks up a 12-hour 3-day Trip, and day 3 is a scheduled Day Off. The Flight Attendant's Credited Time will increase by 4 hours.

d. Split Trips

- i. After the Schedule Adjustment Period (SAP), Flight Attendants wishing to pick up partial Trips from Open Time will be limited to picking up Pairings that commence and end at the assigned Domicile, unless approved by the Company.
- ii. A Flight Attendant may split the original Trip once, and any partial Trip must include either the beginning or the end of the original Trip. If following such a split, the Trip remaining in Open Time still contains a pass through Domicile, that Trip may be split again, but must include either the beginning or end of the Trip.

7. Trades

- a. The term Trades will be used to identify transactions between Flight Attendants.
- b. Trades with other Flight Attendants will be denied only for legality reasons and in accordance with the Collective Bargaining Agreement, including the buffer provision in Section J.4.d., above.
- c. Reserve shift trading will be permitted if it does not affect Reserve availability.
- d. Line Holders may Trade with Lineholders, and reserves with reserves.
- e. A Reserve may pick up a Trip from another Flight Attendant on their days off, so long as it does not create a conflict with their scheduled reserve duty and is in accordance with the buffer provision in Section J.4.d., above. Such Trip will be paid above minimum guarantee. Once a reserve has picked up such a Trip, they will be treated as a Line Holder for purposes of that Trip.

8. Jet Bridge Trades

- a. Jet bridge Trades are different from regular Trades in that they must be submitted no earlier than three hours (3:00) prior to departure for domestic and international flights.
- b. Flight Attendants may jet-bridge Trade or give away a Trip or split a Trip at any station. However, such transactions may not be made between a Flight Attendant on a reserve day and a Flight Attendant who holds a line without Company approval.

- c. The Flight Attendant giving away the flying remains responsible for the flying and will work the Trip if the other Flight Attendant does not show for it.
  - d. If the jet bridge Trade or give-away is submitted at least one hour (1:00) prior to departure, it will be granted unless granting the Trade would cause an illegality (FAR or contractual, unless waived), a delay in boarding, or operational disruption.
  - e. If the Jet Bridge Trade request is made less than one hour (1:00) prior to departure, it will be processed only if Crew Scheduling has the capacity to handle the request.
9. Add (Open Time Pick up)
- a. Open time pick up will be denied only for legality reasons. All adds are credited in addition to the minimum guarantee or accrued Credited Time.
  - b. A Reserve may pick up a Trip from Open Time on their days off, so long as it does not create a conflict with their scheduled reserve duty and is in accordance with the buffer provision in Section J.4.d., above. Such Trip will be paid above minimum guarantee. Once a reserve has picked up such a Trip they will be treated as a Line Holder for purposes of that Trip.

## **K. Critical Flying**

- 1. The Company may offer Premium Pay for certain Trips. Compensation associated with Trips for which Premium Pay is being offered is addressed in Section 2.BB.
- 2. Premium pay will not be paid to a Flight Attendant who picks up flying on an originally scheduled workday (after SAP adjustment) unless approved by Crew Scheduling.
  - a. Example 1: A Flight Attendant straight drops a 3-day Trip. If this Flight Attendant picks up a Trip deemed critical by the Company on the same days as the Flight Attendant's original 3-day Trip was to operate, the Flight Attendant would not receive Premium Pay.
  - b. Example 2: Same scenario as above, except that the Flight Attendant picks up a 4-day critical Trip. The one (1) day that operates on the Flight Attendant's original Day Off will be paid Premium Pay.
- 3. Trips remaining in Open Time at the completion of the Aggressive Reserve Bidding award may be assigned to reserves or shall be deemed Critical Flying and may be picked up on a first-come, first-served basis and paid Premium Pay.
- 4. If a Flight Attendant swaps into a Trip which includes a day or days on which Trips are being offered at Premium Pay, any flying on days that operate on one of the Flight Attendant's

original days off and on a day on which Premium Pay is being offered will be paid Premium Pay.

5. When the Company elects to pay a premium to Flight Attendants for picking up flying, that premium shall also be paid to Flight Attendants who previously picked up flying (net of any flying dropped) on the same days on which Premium Pay has been offered. This provision shall be effective with automation concurrent with implementation of the new crew management system.

#### **L. Schedule Adjustment Period (SAP)**

SAP is a designated period of the month when line-holding Flight Attendants may utilize the schedule enhancement software to customize the Trips within their awards. The SAP will be for forty-eight (48) hours.

1. Each request will be processed and awarded on a Seniority basis.
2. Flight Attendants may swap, drop, or add Trips to their schedules during this period. No splitting of Trips is allowed during SAP.
3. Once the SAP is complete, a Flight Attendant's line award will be published electronically with any adjustments made during the SAP.

#### **M. General**

1. After the close of the SAP, all remaining and any new Open Time will be available for Flight Attendants to pick up until seventy-two (72) hours prior to departure of the Trip. All transactions are first-come, first-served.
2. The Company will process all manual transactions no later than twenty-four (24) hours from the time they are submitted, except that the Company will process all manual transactions submitted during the first ten (10) days of the month no later than forty-eight (48) hours. Should the Company feel that it will not be able to meet these time limits, it will contact the MEC President and/or designee and notify them as to why it cannot meet this deadline. This does not preclude the Company from continuing to process requests, and they will continue to process all requests so as not to cause further delays with the awards.
3. Except during SAP, swaps, Trades, drops, and adds with Open Time may be the entire Trip or a portion/Segment(s) of a Trip.
4. Swaps, Trades, and drops must end and begin within the Flight Attendant's Domicile unless Crew Scheduling agrees to an alternate location.
5. Minimum guarantee and/or accrued Credited Time will be adjusted for swaps, Trades, drops, and adds as necessary.

6. Once approved, Flight Attendants are responsible for showing and operating all Trips on their schedule resulting from adds, swaps, and Trades.
7. Once approved, Flight Attendants are not responsible for Trips that are dropped from their schedule as a result of approved drops, swaps, and Trades, except as provided in Section J.8.c., above.
8. Any award through the software or any other means can be removed from a Flight Attendant's schedule only for a subsequently discovered FAR conflict.
9. All accrued Credited Time in addition to a Flight Attendant's original schedule will be paid in addition to the minimum guarantee.
10. A reserve Flight Attendant may request that a Day Off be moved to another day within the same Bid Period. Such a request will be granted if staffing permits.

#### **N. Reserve**

1.
  - a. The Company will maintain an adequate number of Flight Attendants on reserve as necessary to fill the needs of the Company. Reserve Flight Attendants are protected under all provisions of this agreement unless otherwise specified.
  - b. Reserves will be utilized on a "time balancing" system until all reserves in each Domicile have reached their prorated guarantee, at which point the assignments will be made by Seniority through the "call me first/call me last" process. There will be an on-line listing of all reserves available each day showing all Flight Attendants' number of credited hours and days of availability. This list will be updated with each assignment and will be available for viewing by all Flight Attendants.
  - c. Trips not awarded through aggressive reserve will be assigned pursuant to the Agreement after the aggressive reserve awards are made each day.
2. Flight Attendants on reserve will be subject to a minimum call-out time of ninety (90) minutes. If other Domiciles are opened, the Company and the Union will meet and mutually agree as to what call-out time is applicable to that Domicile. A Flight Attendant shall make every effort to report in less time if needed. A Reserve Flight Attendant will be required to check in and check out for Reserve Duty.
3. Flight Attendants on a reserve duty day at home are on stand-by for periods up to fourteen (14) hours and must be able to report to the airport within the designated call-out time. Reserve Flight Attendants must be contactable at a number provided to Crew Scheduling at all times during the reserve on duty shift. A Reserve Flight Attendant must respond to calls within fifteen (15) minutes of receiving such call. The call out begins from the time Crew Scheduling places the initial call.

4. A Flight Attendant may not be scheduled for reserve duty for more than five (5) consecutive days.

5. Reserve Shifts

a. There will be three (3) twelve (12) hour shifts of Reserve availability for the purpose of notification each Reserve duty day.

b. Flight Attendants will bid for days off and preferred Reserve Shifts.

c. A Flight Attendant shall be on duty for one reserve shift per duty period. The following are the general Reserve Shifts; specific contiguous hours will be designated by the Company for each Domicile.

Reserve R: AM (Morning)

Reserve R1: PM (Afternoon)

Reserve R2: Evening

i. In smaller Domiciles where there are no departures in certain time frames, there may be only two (2) shifts.

ii. Technology permitting, the Company may break reserve coverage periods into four (4) reserve periods.

6. Ready Reserve (R10)

a. Ready reserve will be considered a reserve assignment for purposes of time balancing, and call me first/call me last.

b. Flight Attendants may be assigned to Ready Reserve status (available for duty at the airport) or a combination of Ready Reserve and flying for up to fourteen (14) hours of continuous duty.

i. A Ready Reserve Flight Attendant should respond to calls within five (5) minutes of receiving such a call.

ii. Ready reserve duty shall not exceed ten (10) hours. Such duty shall begin at check-in at the airport and shall end at the end of the ten (10) hours or the completion of flight duty assigned from Ready Reserve, whichever is later.

iii. If the Flight Attendant has not been assigned to flight duty by the completion of their Ready Reserve period, they will be released from reserve duty for the remainder of the day.

- c. Ready Reserve Flight Attendants shall be assigned to Trips based on a "time balancing" system, based on legalities, credited hours to date in the Bid Period, and days of availability.
  - d. Ready reserve Flight Attendants shall receive pay and credit for one (1) flight hour for every two (2) hours of Ready Reserve, prorated for the length of the ready reserve period. Ready Reserve time is Duty Time. Flight Attendants assigned to Ready Reserve will be entitled to the hourly expense allowance as defined in Section 6 of this Agreement for all time spent on such assignment.
  - e. Flight Attendants on ready reserve one (1) hour after the last flight of the day has departed, may call Crew Scheduling and ask to be released to home reserve. Such requests will not be unreasonably denied, and the Flight Attendant must be given a reason for the denial (i.e., repositioning flight, Irregular Operations, and maintenance). For example, a Flight Attendant is on a ready reserve shift from 2000 to 0600. The last flight of the day leaves at 2300. The Flight Attendant shall be released to go home at 2359 but shall be on home reserve until 0800.
  - f. Upon request of the Association, the Company will meet with the Flight Attendants' Hotel Committee to discuss the suitability of Ready Reserve facilities.
7. Reserve Out of Base
- a. Reserve availability periods for out\_of\_base reserves shall be determined in accordance with paragraph N.5., above.
  - b. The Flight Attendant shall be provided with a hotel room and per diem, in accordance with the lodging and per diem provisions of this agreement.
  - c. A Flight Attendant shall not be assigned duty which would prevent the Flight Attendant from being released at the Flight Attendant's home Domicile prior to midnight local on the fifth (5<sup>th</sup>) day. In the event of Irregular Operations, the Company will return the Flight Attendant to base as soon as possible.
8. Miscellaneous Reserve Provisions
- a. Any flying junior assigned or picked up by a reserve on a Day Off shall be credited above the reserve minimum monthly guarantee.
  - b. Credited time voluntarily accrued on a Day Off will not be counted toward maximum flight time hours.
  - c. All reserve time, whether at home, ready, or out of base, shall be considered Duty Time.
  - d. A Reserve day will have a value of 3.57 credited hours.

- e. As a general policy, the Flight Attendant on Reserve duty with the fewest credited hours for the Bid Period will be called out, subject to hours and days of availability; once all Reserves reach their prorated guarantee, assignments will be made by Seniority through the “call me first/call me last” process.

## **9. Aggressive Bidding while on Reserve**

- a. Prior to the opening of the window in b. below, the Company will close Daily Open Time for lineholders and process all requests in the queue.
- b. The window for a Flight Attendant to pick up a trip on a Reserve Day(s) begins at 0800 PHX, sixty-four (64) hours prior to the first calendar day on which the flying operates and ends at 1800 PHX, fifty-four (54) hours prior to the first calendar day on which the flying operates. The award of the trips will be made no later than midnight, twenty-four (24) hours after the bidding window closes.

Example, a trip which begins on Sunday, the 12<sup>th</sup> may be picked up between 0800 and 1800 on Thursday, the 9<sup>th</sup>. The award will be made no later than 1800 on the 10<sup>th</sup>.

- c. Aggressive reserve requests will be made first-come-first-served order.
- d. A Flight Attendant on Reserve may only request a trip that matches the days of availability.

*Example, a Flight Attendant with 4 days of reserve may only pick up a 4-day trip.*

- e. Aggressive reserve bidding may be suspended during an IROP, if necessary.
- f. Reserve Flight Attendants will be responsible to check responses (Approval/Denial) in the aggressive reserve folder on the Automated Bid System. Approved/Denied bids (Trip, Ready Reserve, etc.), will be published by Crew Scheduling and will be considered confirmation of awards/denials.
- g. Crew Scheduling will deny an aggressive reserve bid if the bid doesn't satisfy all duty and rest requirements in the FARs and the Agreement.
- h. A Flight Attendant who picks up a trip using the aggressive reserve process will not be treated as a lineholder while on that trip.

## **O. Miscellaneous Scheduling Rules**

1. Trip Trades for the next month will not be accepted until after the SAP awards.
2. The Company will notify Flight Attendants as soon as possible if their scheduled departure time is delayed or canceled.

3. The Company shall provide a toll-free telephone number for Flight Attendants to contact Crew Scheduling.
4. A Flight Attendant is not required to keep the Company informed of their whereabouts on their days off.
5. A TDY Flight Attendant may not exercise their Seniority to outbid a non-TDY Flight Attendant for a regular line of flying.

**P. Reassignment**

1. In the event a Line Holder involuntarily loses all or a portion of a Trip, they may be given a new Segment(s) for the same day(s) originally scheduled, provided the show time for the new Trip is no earlier than the show time for the originally scheduled Trip. All Credited Time outside of the original “footprint” each day will be paid at premium rates.
2. However, a Flight Attendant may be offered and elect to accept an assignment which is earlier than the show time for the originally scheduled duty day and will be paid the appropriate Premium Pay.
3. The Company will return the Flight Attendant to their original schedule as soon as practicable.
4. Any new assignment must return to Domicile, and the Flight Attendant will be released at the end of the original Pairing.
5. Should a Flight Attendant modify a Pairing via the Scheduled Enhancement Software by adding or dropping flying at the beginning or end of a duty period, the daily footprint will change accordingly.
6. If only one Flight Attendant needs to be reassigned, the more senior Flight Attendant will decide whether to accept the reassignment or pass it to the more junior Flight Attendant.
7. If the Company substitutes aircraft on any Segment of a Trip, the Flight Attendant(s) will be paid the greater of:
  - a. The originally scheduled flight time on a Segment basis; or
  - b. The scheduled or actual flight time of the new/substitute aircraft on a Segment basis.

**Q. Junior Assignment**

1. Absent a significant operational irregularity, Junior Assignments will be made 48 hours prior to the assignment in the following order.

- a. To available and qualified reserves or volunteers based in the Domicile; then to
  - b. The most junior legal and qualified Flight Attendant first within the Domicile, then system-wide.
2. In no event will a Flight Attendant be required to fly below the number of minimum guaranteed days off, unless the Day(s) Off can be restored (a) in the current Bid Period, or (b) in the following Bid Period, but only when there are insufficient work days remaining in the current Bid Period to restore the Day Off in that Bid Period.

**R. Extensions**

1. When there are no reserves available and it becomes necessary to extend a Flight Attendant, the most junior legal and available Flight Attendant shall be extended.
2. A Flight Attendant may be extended at the end of their Trip, but such extension shall be limited to one turn (i.e., one Segment out and one Segment back to Domicile). Such extended flying assignment must depart within two hours (2:00) of the Flight Attendant's last arrival in Domicile.
3. Extensions that require an overnight will return the Flight Attendant to Domicile on the first flight after legal rest is received.
4. A Flight Attendant who is extended will be released upon their next arrival at Domicile.
5. This paragraph does not apply to a Reserve Flight Attendant flying on a scheduled reserve day.

**S. Premium for Junior Assignment and Extension**

Flight Attendants who are junior assigned or extended involuntarily will receive pay and credit at the greater of two hundred percent (200%) of their applicable hourly rate or what the Company is offering for Open Time pick-ups for the day of the Trip at the time the assignment is made, for all credited hours, in addition to the Bid Period minimum guarantee.

**T. Limits**

1. A Flight Attendant will not be junior assigned or extended to serve reserve.
2. If there are any ready reserves or reserves ending a Trip with Duty Time available, the Company shall not junior assign or extend a line holding Flight Attendant.
3. A Flight Attendant may not be junior assigned on or extended into a Golden Day.
4. A Flight Attendant may not be junior assigned or extended on a day touching a vacation.

5. A Flight Attendant may not be junior assigned if the assignment would cause them to exceed the monthly maximum flight time, unless the Flight Attendant is willing to drop a future Trip during the Bid Period with pay.
6. If a Flight Attendant is junior assigned or extended and it causes them to go below the minimum guaranteed days off, a day will be dropped with pay in order to bring them up to the minimum number of days off. Such a day will be treated as a Golden Day.

**U. Displacements and Downgrades**

1. If more Flight Attendants are scheduled or assigned to work a flight than are required by the FARs or by Company staffing policy, the most senior Flight Attendant shall choose whether to work the flight if legal to do so. The Flight Attendant(s) not working the flight may be assigned to other flight duty (provided that they will not be released later than the originally scheduled release time) and shall be paid the greater of what they actually fly or the original flight(s).
2. If the downgrade occurs on the last round Trip of the Pairing, and the Flight Attendant removed from such flying is not assigned new flying, the Flight Attendant will be released from duty.
3. The provision above shall also apply in cases of scheduled double coverage of a Trip.

**V. Stand Up Overnights**

1. A Stand Up Overnight is a Pairing containing one (1) continuous duty period over two (2) calendar days with an intervening rest period scheduled less than the required minimum rest period.
2. A single hotel room will be provided for each Flight Attendant.
3. A Flight Attendant who works a Stand Up Overnight will receive Flight Pay and credit for the scheduled or actual flight time flown, or one (1) hour for every two (2) hours of Duty Time, whichever is greater.

**W. Miscellaneous**

1. When a Flight Attendant is scheduled to fly two (2) hours or more, but as a result of a mechanical defect with the Flight Attendant's aircraft occurring at an airport other than their Domicile, and the Flight Attendant does not fly or flies less than two (2) hours for that day, the Flight Attendant will be credited with a minimum of two (2) hours Flight Pay.
2. Other than described in subparagraph W.1., above, when a Flight Attendant is assigned or called to the airport to fly, and they do not fly, or flies less than one (1) hour, they will be credited with a minimum of one (1) hour Flight Pay.

3. A Flight Attendant whose scheduled Trip is canceled may be placed on reserve status by the Company. The Flight Attendant shall be contactable during the same time frame as the scheduled duty period(s) of the canceled Trip.
  - a. If no flying is assigned during that period(s), the Flight Attendant will be released and will be paid and credited the greater of the original Trip or 3.57 hours.
  - b. If flying is assigned, the Flight Attendant will be paid the greater of the original Trip or the Trip flown from reserve on a duty period by duty period basis. Any flying after the scheduled release time of the original duty period(s) will be paid at premium (150%).
4. A Flight Attendant who is placed on reserve status by the Company in accordance with subparagraph W.3., above, will not be assigned a Trip that would interfere with their next scheduled Day(s) Off.
5. All working positions on the aircraft will be preferenced in order of Seniority. The position will be retained for the entire Trip.
6. The Company, at its option, may drop a Flight Attendant from their awarded Trip or one or more Legs of a Trip for the purpose of conducting IOE training for other Flight Attendants. The Flight Attendant whose Trip is dropped shall be paid protected for the full credit value of the scheduled Trip. They may be reassigned to other flying pursuant to Paragraph N.
7. If a Flight Attendant is pulled off-line for an investigatory-related matter, the Flight Attendant's scheduled Trips will not be posted into Open Time. If, however, the Flight Attendant has not returned to flying, their previously scheduled Trip may be assigned to a Reserve Flight Attendant twenty-four (24) hours prior to the scheduled show time.

## PRO-RATE TABLE FOR LINEHOLDER DAYS OFF DUE TO UNAVAILABILITY DURING BID PERIOD

| Line Holder 31-Day Month |          |
|--------------------------|----------|
| Days Unavailable         | Days Off |
| 0                        | 11       |
| 1                        | 11       |
| 2                        | 10       |
| 3                        | 10       |
| 4                        | 10       |
| 5                        | 9        |
| 6                        | 9        |
| 7                        | 9        |
| 8                        | 8        |
| 9                        | 8        |
| 10                       | 7        |
| 11                       | 7        |
| 12                       | 7        |
| 13                       | 6        |
| 14                       | 6        |
| 15                       | 6        |
| 16                       | 5        |
| 17                       | 5        |
| 18                       | 5        |
| 19                       | 4        |
| 20                       | 4        |
| 21                       | 4        |
| 22                       | 3        |
| 23                       | 3        |
| 24                       | 2        |
| 25                       | 2        |
| 26                       | 2        |
| 27                       | 1        |
| 28                       | 1        |
| 29                       | 1        |
| 30                       | 0        |
| 31                       | 0        |

| Line Holder 30-Day Month |          |
|--------------------------|----------|
| Days Unavailable         | Days Off |
| 0                        | 10       |
| 1                        | 10       |
| 2                        | 9        |
| 3                        | 9        |
| 4                        | 9        |
| 5                        | 8        |
| 6                        | 8        |
| 7                        | 8        |
| 8                        | 7        |
| 9                        | 7        |
| 10                       | 7        |
| 11                       | 6        |
| 12                       | 6        |
| 13                       | 6        |
| 14                       | 5        |
| 15                       | 5        |
| 16                       | 5        |
| 17                       | 4        |
| 18                       | 4        |
| 19                       | 4        |
| 20                       | 3        |
| 21                       | 3        |
| 22                       | 3        |
| 23                       | 2        |
| 24                       | 2        |
| 25                       | 2        |
| 26                       | 1        |
| 27                       | 1        |
| 28                       | 1        |
| 29                       | 0        |
| 30                       | 0        |

## PRO-RATE TABLE FOR RESERVE DAYS OFF DUE TO UNAVAILABILITY DURING BID PERIOD

| Reserve          |          |
|------------------|----------|
| 31-Day Month     |          |
| Days Unavailable | Days Off |
| 0                | 10       |
| 1                | 10       |
| 2                | 9        |
| 3                | 9        |
| 4                | 9        |
| 5                | 8        |
| 6                | 8        |
| 7                | 8        |
| 8                | 7        |
| 9                | 7        |
| 10               | 7        |
| 11               | 6        |
| 12               | 6        |
| 13               | 6        |
| 14               | 5        |
| 15               | 5        |
| 16               | 5        |
| 17               | 5        |
| 18               | 4        |
| 19               | 4        |
| 20               | 4        |
| 21               | 3        |
| 22               | 3        |
| 23               | 3        |
| 24               | 2        |
| 25               | 2        |
| 26               | 2        |
| 27               | 1        |
| 28               | 1        |
| 29               | 1        |
| 30               | 0        |
| 31               | 0        |

| Reserve          |          |
|------------------|----------|
| 30-Day Month     |          |
| Days Unavailable | Days Off |
| 0                | 9        |
| 1                | 9        |
| 2                | 9        |
| 3                | 9        |
| 4                | 9        |
| 5                | 8        |
| 6                | 8        |
| 7                | 8        |
| 8                | 7        |
| 9                | 7        |
| 10               | 7        |
| 11               | 6        |
| 12               | 6        |
| 13               | 6        |
| 14               | 5        |
| 15               | 5        |
| 16               | 5        |
| 17               | 4        |
| 18               | 4        |
| 19               | 4        |
| 20               | 3        |
| 21               | 3        |
| 22               | 3        |
| 23               | 2        |
| 24               | 2        |
| 25               | 2        |
| 26               | 1        |
| 27               | 1        |
| 28               | 1        |
| 29               | 0        |
| 30               | 0        |

**PRO-RATE TABLE FOR REDUCED-CREDIT LINEHOLDER DAYS OFF DUE TO UNAVAILABILITY DURING BID PERIOD**

| Line Holder      |          | Line Holder      |          |
|------------------|----------|------------------|----------|
| 31-Day Month     |          | 30-Day Month     |          |
| Days Unavailable | Days Off | Days Unavailable | Days Off |
| 0                | 5        | 0                | 5        |
| 1                | 5        | 1                | 5        |
| 2                | 4        | 2                | 4        |
| 3                | 4        | 3                | 4        |
| 4                | 4        | 4                | 4        |
| 5                | 4        | 5                | 4        |
| 6                | 4        | 6                | 4        |
| 7                | 4        | 7                | 4        |
| 8                | 3        | 8                | 3        |
| 9                | 3        | 9                | 3        |
| 10               | 3        | 10               | 3        |
| 11               | 3        | 11               | 3        |
| 12               | 3        | 12               | 3        |
| 13               | 3        | 13               | 3        |
| 14               | 2        | 14               | 2        |
| 15               | 2        | 15               | 2        |
| 16               | 2        | 16               | 2        |
| 17               | 2        | 17               | 2        |
| 18               | 2        | 18               | 2        |
| 19               | 2        | 19               | 2        |
| 20               | 2        | 20               | 1        |
| 21               | 1        | 21               | 1        |
| 22               | 1        | 22               | 1        |
| 23               | 1        | 23               | 1        |
| 24               | 1        | 24               | 1        |
| 25               | 1        | 25               | 1        |
| 26               | 1        | 26               | 0        |
| 27               | 0        | 27               | 0        |
| 28               | 0        | 28               | 0        |
| 29               | 0        | 29               | 0        |
| 30               | 0        | 30               | 0        |
| 31               | 0        |                  |          |

| Timelines   |  |
|---|--|
| FUNCTION  | DAY/TIME   |
| Vacation Trades Deadline for the Bid Period   | 1200 PHX - 30 <sup>th</sup> day of the month - (2 months prior to bid period). |
| Open Time / Trip Trades Closed  | 1200 PHX - 12 <sup>th</sup> day of the month prior to the bid period.          |
| Open Time / Trip Trades Re-Open **For trips touching day 24 through the month prior to the bid period | 1200 PHX - 23 <sup>rd</sup> day of the month prior to the bid period.          |
| TDY Bid Opens   | 1200 PHX - 6 <sup>th</sup> day of the month prior to the bid period.           |
| TDY Bid Closes  | 1200 PHX - 9 <sup>th</sup> day of the month prior to the bid period.           |
| TDY Bid Awarded/Published   | 1200 PHX - 11 <sup>th</sup> day of the month prior to the bid period.          |
| Training Bid Opens  | 1200 PHX - 1 <sup>st</sup> day of the month prior to the bid period.           |
| Training Bid Closes   | 1200 PHX - 4 <sup>th</sup> day of the month prior to the bid period.           |
| Training Bid Awarded/Published  | 1200 PHX - 6 <sup>th</sup> day of the month prior to the bid period.           |
| Travel to Training Request  | 1200 PHX - 9 <sup>th</sup> day of the month prior to the bid period.           |
| Reduced Line Flying Bid Opens   | 1200 PHX - 6 <sup>th</sup> day of the month prior to the bid period.           |
| Reduced Line Flying Bid Closes  | 1200 PHX - 7 <sup>th</sup> day of the month prior to the bid period.           |
| PBS Bid Opens   | 1200 PHX - 10 <sup>th</sup> day of the month prior to the bid period.          |
| PBS Bid Closes  | 1200 PHX - 14 <sup>th</sup> day of the month prior to the bid period           |
| PBS Awarded/Published   | 1200 PHX - 21 <sup>st</sup> day of the month prior to the bid period           |
| SAP/RSV Bidding Opens   | 1200 PHX - 21 <sup>st</sup> day of the month prior to the bid period           |
| SAP/RSV Bidding Closes  | 1200 PHX - 23 <sup>rd</sup> day of the month prior to the bid period           |
| SAP Posts   | 1200 PHX - 24 <sup>th</sup> day of the month prior to the bid period           |
| Golden Day Bid Opens  | 1200 PHX - 24 <sup>th</sup> day of the month prior to the bid period           |

|                                     |  |
|-------------------------------------|--|
| Golden Day Bid Closes               | 1200 PHX - 25 <sup>th</sup> day of the month prior to the bid period |
| RSV Awards                          | 1200 PHX - 25 <sup>th</sup> day of the month prior to the bid period |
| Golden Day Bid Awards               | 1200 PHX - 26 <sup>th</sup> day of the month prior to the bid period |
| Daily Open Time                     | 1200 PHX - 26 <sup>th</sup> day of the month prior to the bid period |
| Final Adjusted Bid Awards Published | 1200 PHX - 26 <sup>th</sup> day of the month prior to the bid period |

## **SECTION 8** **LEAVES OF ABSENCE**

### **A. Personal Leave**

At the discretion of the Company, a Flight Attendant may be granted a personal leave of absence without pay for a period not to exceed ninety (90) days. Such leave may be extended at the Company's discretion for additional periods not to exceed thirty (30) days each. The total leave shall not exceed one (1) year. Travel may be requested by the Flight Attendant and granted at the discretion of the Company. The Company will make all reasonable efforts to grant leave in the event of a catastrophic event that causes substantial damage to a Flight Attendant's primary residence or a similarly serious event affecting a Flight Attendant.

### **B. Military Leave**

Applicable law will govern leaves of absence for military service.

### **C. Jury Duty**

1. A Flight Attendant who is summoned to jury duty will notify Crew Scheduling as far in advance as possible. Crew Scheduling will be notified after release from jury duty in order that the Flight Attendant may return to duty.
2. A Flight Attendant will be paid for each jury duty day in excess of five (5). The first five (5) days may be charged to earned vacation or sick leave. A Flight Attendant will provide the Company with evidence from the court showing that the jury duty was served.

### **D. Funeral Leave**

1. The Company will grant five (5) consecutive days' leave of absence in the event of a death in the Flight Attendant's immediate family, i.e., spouse, partner, child, stepchild, grandchild, parent, parent-in-law, grandparent, brother, or sister. The Flight Attendant will contact the Company pursuant to 7.E.1 to call out and will be responsible for providing the proper documentation, per Company policy. Bereavement leave will be paid from a Flight Attendant's sick bank unless they direct Contract Administration to charge the leave to earned vacation or to take the leave as unpaid.
2. Immediately following the five (5) consecutive days of bereavement, if the Flight Attendant requires an extension of time off due to bereavement, they may request

up to an additional seven (7) consecutive days of bereavement, and the pay will be handled as in D.1 above.

3. In the event a Flight Attendant requires more time off due to bereavement than is afforded by this section, please refer to 8.A. Personal Leave.

#### **E. Maternity Leave**

A Flight Attendant who is pregnant will be granted a maternity leave of absence in accordance with applicable law. Provided sufficient staffing levels, the Company may, at a Flight Attendant's request, extend maternity leave on a Bid Period basis.

Upon request, a Flight Attendant may use earned vacation during a maternity leave as follows: Any previously awarded vacation scheduled during the leave may be used during the leave or, if available, rescheduled for later in the year. If the vacation cannot be rescheduled despite the Flight Attendant making every reasonable effort to do so, it may be carried over to the following year.

#### **F. Medical Leave**

Upon written request and based on satisfactory medical documentation, a non-probationary Flight Attendant who is unable to perform their duties due to illness, injury, or other medical condition may be granted a medical leave of absence without pay. The annual allotment of medical leaves permitted to a non-probationary Flight Attendant will be determined by the Company, but will be no less than three (3) in a rolling calendar year. At the discretion of the Company, a probationary Flight Attendant may be granted a medical leave based on satisfactory medical documentation. In no case will a medical leave exceed a total continuous period of three years.

#### **G. Family Medical Leave (FMLA)**

FMLA will be granted in accordance with applicable law.

#### **H. General**

1. A Flight Attendant may not engage in employment with another airline while on a leave of absence. Working for a different employer when absent because of an occupational injury requires Company approval.
2. A Flight Attendant will accrue Longevity for the first thirty (30) days of a leave of absence and will retain Longevity indefinitely. Flight Attendants on leave for OJI (On the Job Injury) will accrue Longevity for the entire time they are on OJI leave.

3. A Flight Attendant will contact Inflight Management immediately to coordinate their return to flight duty as soon as they have knowledge of the end of the leave. Wherever possible, such notification shall be at least seven (7) days prior to the expiration of the leave. Upon return from a leave of absence of one hundred twenty (120) days or less, the Flight Attendant will be reinstated to their former position and Domicile. Upon expiration of a leave of absence in excess of one hundred twenty (120) days, the Flight Attendant will be offered the next available open Flight Attendant position, commensurate with their Seniority.
4. Leaves granted by the Company are not absences for purposes of the attendance policy, but will count as absences for perfect attendance programs.

#### I. **Union Leave**

A Flight Attendant who is elected or appointed to a position at the Union's International Office will be granted a leave of absence for the term of office or appointment. This provision will apply to up to three (3) Flight Attendants. A Flight Attendant on such leave will continue to accrue Seniority and Longevity during such leaves of absence. A Flight Attendant desiring to return to service after such leave may do so in any open position.

#### J. Voluntary Leave of Absence (VLOA)

The Company may occasionally offer VLOAs based on the operational needs of a Domicile. VLOAs are unpaid and will be granted in Seniority order within the Domicile. The Company will determine whether to offer such leaves, the amount, and the duration.

1. The Company may require a Flight Attendant to return to work before the end of an awarded VLOA if necessary due to operational needs. The Company will recall Flight Attendants in inverse Seniority order within the Domicile.
  - a. The Flight Attendant will receive at least seven (7) days' notice to return to work. The Company will make its best efforts to assign flying to a returning Flight Attendant, but may assign reserve shifts based on operational needs. If a Flight Attendant fails to return to duty, the Flight Attendant will forfeit their Seniority rights in accordance with 11. B.
    - i. A written recall notice, sent via a trackable mail service, shall be sent to the Flight Attendant's last known address. A copy of this notice will also be sent to the Flight Attendant's Company email address. The Company will attempt to contact the Flight Attendant via phone call to confirm they received the notice. It is the Flight Attendant's responsibility to keep the Company updated with their current telephone number and address and ensure their mail is covered in case a recall notice is sent.

- b. If training has previously been awarded, it will remain as scheduled. Flight Attendants on VLOA must attend recurrent training. Flight Attendants on a VLOA must remain current and qualified.
2. VLOA will be unpaid, except that:
  - a. A Flight Attendant awarded a VLOA may utilize earned, unawarded vacation.
  - b. If vacation has previously been awarded before the VLOA, it will remain as scheduled and paid accordingly.
  - c. Flight Attendants will be paid for recurrent training if they attend while on VLOA.
3. Flight Attendants will accrue seniority and longevity on VLOA.
4. Flight Attendants on VLOA will continue to receive all insurance benefits, so long as they continue to pay for their share of the premiums. All travel privileges will be contingent on codeshare partner restrictions and jumpseat agreement terms while on VLOA.

## **Section 9** **UNIFORMS**

- A. A Flight Attendant will be required to wear a complete uniform as defined in the Company uniform policy. Flight Attendants will adhere to the Professional Standards and Uniform Guidelines at all times while on duty, when traveling to and from hotel accommodations, while on airport premises, and when commuting to and from work if wearing the Company uniform.
- B. Uniform Initial Issue
  - 1. After successful completion of training, a new hire Flight Attendant will be required to purchase two uniforms consistent with the minimum uniform requirement list. The Flight Attendant will pay one hundred percent (100%) of the cost, which may be paid in full by credit card or payroll deducted at a maximum rate of \$25 per pay period after the first month of employment.
  - 2. New hire Flight Attendants will pay for optional uniform items upon receipt. Optional items may be paid for in full by credit card or by payroll deduction at the rate of \$25 per pay period after the first month of employment.
  - 3. At no time shall a Flight Attendant elect to exceed a \$300 payroll deduction balance for items ordered which are covered in Section 9.
  - 4. The Company will issue wings to each Flight Attendant upon successful completion of new hire training.
- C. Uniform Minimum Requirement List (UMRL)
  - (1) Blazer/Vest/Cardigan
  - (2) Shirts/Blouses
  - (2) Pants/Skirts
  - (2) Ties/Scarves
  - (1) Belt
  - (1) Apron

A dress may be substituted for one top and one bottom.

Uniform requirements may be adjusted seasonally by the Company (i.e. holiday accents, seasonal changes, or acceptable uniform substitutions). Flight Attendants electing to wear approved substitutions and/or seasonally adjusted uniforms will do so in full compliance with Company policy.
- D. Uniform Replacement
  - 1. After completion of one (1) year of employment, a Flight Attendant may purchase

additional or optional uniform garment items at fifty percent (50%) of the actual cost to the Company. Payment of these items shall be credit card or payroll deduction basis. When the latter option is used, deductions shall not exceed twenty-five dollars (\$25 per pay period unless the Flight Attendant voluntarily opts to do so.

At no time shall a Flight Attendant elect to exceed a \$300 payroll deduction balance for items ordered which are covered in Section 9. If a Flight Attendant exceeds a \$300 balance, the Company reserves the right to deduct an amount greater than \$25 until the balance falls below \$300.

2. If the uniform is changed, the Company shall pay one hundred percent (100%) of the cost of the minimum uniform items set forth in paragraph C. of this Section.
3. At the completion of five (5) years of active service, the Company will replace/exchange the following uniform and luggage items as indicated below:

| ITEM                             | QUANTITY | ROTATION       | EXCHANGE   |
|----------------------------------|----------|----------------|------------|
| <u>Tops (Shirts, Blouses)</u>    | <u>2</u> | <u>1 year</u>  | <u>No</u>  |
| <u>Bottoms (Pants, Skirt)</u>    | <u>2</u> | <u>1 year</u>  | <u>No</u>  |
| <u>Ties or Scarves</u>           | <u>2</u> | <u>1 Year</u>  | <u>No</u>  |
| <u>Belt</u>                      | <u>1</u> | <u>1 year</u>  | <u>No</u>  |
| <u>Apron</u>                     | <u>1</u> | <u>1 year</u>  | <u>No</u>  |
| <u>Blazer, Vest, or Cardigan</u> | <u>1</u> | <u>2 years</u> | <u>No</u>  |
| <u>Flight Bag</u>                | <u>1</u> | <u>2 years</u> | <u>Yes</u> |
| <u>Coat</u>                      | <u>1</u> | <u>3 years</u> | <u>Yes</u> |

\*A dress may be substituted for one top and one bottom.

\*\*A Flight Bag can be exchanged for a rollaboard, tote, or Company-approved bag.

\*\*\*Exchanges must be company-issued items only.

4. If the company changes to a dollar equivalent for uniform replacement items, that dollar amount would be equivalent to the cost to replace the individual pieces. Furthermore, if an option of replacement pieces is given (i.e., one (1) dress instead of one (1) top and one (1) bottom as noted in paragraph C, above,) the higher dollar amount will be credited.

#### **E. Luggage**

1. After completion of one (1) year of active employment, a Flight Attendant in good standing may purchase one (1) luggage item annually from the Company-approved portal at fifty percent (50%) of the actual cost to the Company. Payment of these items shall be by credit card or payroll

deduction, but will apply to the same payroll deduction balance as indicated in 9.D.1. and should not take the Flight Attendant's owed balance over \$300.

2. Upon completion of every tenth year of active service with the Company, the Flight Attendant will receive a complimentary full set of luggage (to be limited to the rollaboard, tote, and lunchbox) at the Company's expense. To qualify, the Flight Attendant must be in active status and in good standing with the Company.

F. Alterations and Substitute Uniforms

1. If uniforms are not available to the Flight Attendant upon completion of training, the Flight Attendant may purchase and wear a similar outfit until the uniform is received by the Flight Attendant. Inflight Management must approve such outfit.
2. If the Flight Attendant cannot obtain uniform pieces that fit, the Flight Attendant may have uniform pieces professionally altered. The Flight Attendant must get approval from Inflight Management prior to alterations being made to uniform pieces. The Company will pay fifty percent (50%) of alterations upon submission of valid receipts. The reimbursement does not apply to hemming of skirts, pants, and/or dresses. If the Company directs a Flight Attendant to alter a uniform piece, the Company will pay one hundred percent (100%) of the cost upon submission of valid receipts.

G. Union Insignia

A Flight Attendant may wear the current official AFA pin supplied by the Union on the uniform. Pins must be worn in compliance with the Company uniform policy. A Flight Attendant may also place a Union insignia on crew luggage.

H. Union Uniform Committee

1. The Union Uniform Committee Chairperson may attend meetings with code-sharing airlines where uniform changes are to be discussed if attendance is permitted by the code-sharing airline.
2. The Union Uniform Committee Chairperson shall meet twice a year with the Company to review uniform-related issues, which shall include, but will not be limited to the following:

- a. Vendor's timeliness in filling uniform orders
  - b. Recurring uniform item problems or defects
  - c. Planned changes in any uniform items. color, material, or style, including the addition of uniform items
  - d. Redesign of any existing uniform item(s) for safety, function, and comfort
  - e. Review and analyze Flight Attendant uniform complaints for future recommendations and/or changes.
  - f. The recommendation of the Union shall be considered by the Company before making any change in the material.
- I. **Damaged or Stolen Uniform Items**

Upon presentation of documentation or other proof required by the Company, the Company will reimburse the cost of replacing or repairing any uniform items or flight bag damaged or stolen while a Flight Attendant is on a layover, Deadheading or while on duty. Flight Attendant will promptly bring damaged items to the local Inflight Manager or Company-designated representative, who will then arrange for the replacing or repairing of damaged items.

**J. Miscellaneous**

- 1. Any time the Company requires a certain brand of uniform accessory (e.g., TravelPro luggage, Nike shoes, etc.), the Company will pay the full cost of the item, including any replacements.
- 2. A maternity jumper or dress shall be made available to a Flight Attendant who requests one, at the Company's expense. Such uniform shall be returned to the Company, cleaned and pressed, in a dry-cleaning bag with the dry-cleaning tag attached at the employee's expense.
- 3. Flight Attendants with perfect attendance for each quarter will be placed in a quarterly drawing. The winner will be provided an additional one-hundred and fifty-dollar (\$150) uniform credit intended for the recipient's use only. The one hundred fifty-dollar (\$150.00) uniform credit shall remain valid for one year from the date of receipt.

**SECTION 10**  
**FILLING OF VACANCIES**

**A. Permanent Vacancies**

1. A Permanent Vacancy is one where the Company determines there is an opening with an expected duration of more than three (3) Bid Periods that it wishes to fill.
2. A standing bid file will be maintained and will be used in filling all permanent vacancies. Bids will be filed electronically by the Flight Attendant with the Inflight Department and a copy to the Union. Standing bids may be changed at any time up to the time bid submissions are due. Permanent bids may contain as many or as few Domiciles as desired but no less than one (1), which may be the current Domicile.
3. The Company will announce permanent vacancies electronically five (5) days prior to awarding a bid. Flight Attendants are responsible to ensure that their Standing/Displacement Bids accurately reflect their preferences. Flight Attendants will not be allowed to decline Standing Bid awards, with the exception that the Vice President of Inflight may review hardship requests. The MEC President will be notified of all hardship approvals.
4. A Flight Attendant whose first choice bid is awarded will not be eligible to bid another vacancy except for a newly opened Domicile for three (3) Bid Periods.
5. A Permanent Vacancy will be awarded to the senior Flight Attendant whose standing bid reflects a preference for that Domicile over the existing Domicile, with the following exceptions:
  - a. A Flight Attendant who has been displaced from the Domicile in the previous twelve (12) Bid Periods, provided the displaced Flight Attendant's standing bid has continuously reflected a preference for the Domicile.
  - b. The Company will fill the vacancy either by assignment of a junior Flight Attendant in the system or with a new hire. A Flight Attendant whose bid is awarded will be notified in writing.
6. Permanent vacancies will be posted as positions become open or are anticipated.
7. A Flight Attendant on leave of absence will not be able to bid or be awarded a voluntary transfer to a new Domicile.

**B. Settlement Time**

1. A Flight Attendant awarded or assigned a Permanent Vacancy will be given a minimum of seven (7) days' notice to report to the new Domicile. The Company will make its best efforts to give fourteen (14) days' notice whenever possible.

2. Settlement Time will only apply to Flight Attendants awarded their first choice of Domicile who will actually move their primary residence to that Domicile. Upon providing verifiable documentation of relocating their primary residence, a Flight Attendant's schedule will be adjusted by mutual agreement with the Company so that two (2) of the existing days off are consecutive for the purpose of moving to a new Domicile. For moves in excess of three hundred (300) miles, one (1) additional day shall be granted for each three hundred (300) mile increment, or portion thereof, in excess of three hundred (300) miles.

#### C. Temporary Vacancies

1. A temporary vacancy is one where the Company determines there is an opening with an expected duration of three (3) Bid Periods or less, which it wishes to fill. Temporary vacancies may be extended to a maximum of six Bid Periods when requirements necessitate.
2. A Flight Attendant awarded a temporary vacancy will be eligible for company-paid hotel accommodations and expenses in accordance with Section 6 for the duration of the temporary vacancy.
3. Temporary vacancies shall be posted and bid according to Seniority. Flight Attendants may bid for portions of temporary vacancies, provided that the fractional bids must be for complete Bid Periods. However, a Flight Attendant bidding for the entire period of the temporary vacancy will be awarded the vacancy in favor of a more senior Flight Attendant who bids a portion of the vacancy. If two or more Flight Attendants bid for the entire vacancy, it will be awarded to the most senior of them.

#### D. New Domiciles

1. The Company will advise the MEC President and the Flight Attendants of any opening of a new Domicile as soon as it is known.
2. Flight Attendants will be required to complete a new permanent bid form and file such form with the Company within seven (7) days of the announcement of the opening of a new Domicile should they desire to express a preference for that Domicile.

#### E. Transfer between Certificates

1. Flight Attendants initially assigned to an operating certificate must remain at that operating certificate until completion of their Probationary Period, unless waived by the Company, or under the provisions of Section 16.
2. Flight Attendants may transfer to another certificate where a vacancy exists through the submission of a bid to Standing Bids. Flight Attendants transferring from one

operating certificate to another will be required to remain at the new certificated carrier for six Bid Periods.

## SECTION 11

### SENIORITY

- A. For Flight Attendant trainees hired on the same day, the last four digits of each Flight Attendant's social security number will determine Seniority within that class in ascending order. If a Flight Attendant trainee is currently employed by the Company in another position, they will be the most senior Flight Attendant in that trainee class. If there are two (2) or more Flight Attendant trainees in a particular class who are currently employed in another position, the Flight Attendant trainee employed the longest will be the most senior. All Flight Attendants in a class will have the same date of hire, which will be no more than ten (10) days prior to the completion of Ground School. Employment will be contingent upon successful completion of all training. The Company will maintain and publish the Flight Attendant Seniority List containing the names and Seniority of all currently employed Flight Attendants.

Notwithstanding the provisions set forth herein, Flight Attendants hired prior to the effective date of this Agreement shall maintain their relative position on the Mesa Flight Attendant Seniority List.

- B. Seniority will be forfeited when a Flight Attendant resigns or retires, is discharged for just cause, fails to report for duty upon expiration of a leave of absence, or remains in continuous furlough status for a period in excess of five (5) years.
- C. Except as otherwise provided in this Agreement, Seniority will govern all Flight Attendants in the case of vacation selection at a Domicile, furlough (reduction in force), recall, and Domicile assignment and bidding rights.
- D. The Mesa Flight Attendant Seniority List will be updated quarterly and posted electronically.
- E. A Flight Attendant may protest any omission or incorrect posting affecting the Flight Attendant's Seniority within thirty (30) days after posting of the Seniority list. If a Flight Attendant is on leave of absence, vacation or on an assignment at a location where the Seniority list is not posted, the Flight Attendant will have thirty (30) days after returning to their Domicile to protest the omission or incorrect Seniority posting.
- F. Transfer to Non-Flying Positions
1. A Flight Attendant who transfers to a Company position outside the Inflight Department shall accrue and retain Seniority for ninety (90) days. After ninety (90) days, the Flight Attendant will retain but not accrue seniority, and shall be removed from the Flight Attendant Seniority List.
  2. A Flight Attendant who transfers to a supervisory, training, or non-flying position within the Inflight Department shall retain and continue to accrue Flight Attendant Seniority.
  3. A Flight Attendant transferred to a supervisory, training or non-flying position within the Inflight Department may return to a vacant Flight Attendant position with the permission of

the Company (such permission will not be unreasonably withheld). The individual may only return to a position to which their Seniority entitles them. Such Flight Attendant may not displace another Flight Attendant in order to return to a line flying position.

4. Employees who are Flight Attendant qualified but employed by other departments within the Company will be treated the same as Flight Attendants covered by Paragraph F. 1, above. Notwithstanding Section 1.C., they may be used to protect the integrity of the schedule provided all reasonable efforts have been made to obtain Flight Attendants on the Seniority list to perform the work. A Flight Attendant will replace a cross-trained employee as soon as possible. Such cross-trained employees will be compensated at their normal rate of pay.

**SECTION 12**  
**PROBATION**

- A. A Flight Attendant will be on probation for one hundred eighty (180) days of active service with the Company as a Flight Attendant. At the Company's discretion, a Flight Attendant's Probationary Period may be extended by a period of ninety (90) days. The basis for such extension shall be conveyed in writing (email notification is acceptable) to the Flight Attendant stating the reason for the decision with a copy to the Local Executive Council President or designee. Active service begins on the Flight Attendant's date of hire.
- B. During the Probationary Period, the Company may discipline, suspend, or discharge a Flight Attendant and a Flight Attendant will not have access to the Grievance Procedure and System Board of Adjustment. However, a Flight Attendant will have access to the Grievance Procedure and System Board of Adjustment regarding contractual disputes.

## SECTION 13

### AGENCY SHOP AND DUES CHECKOFF

- A. Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, will be required, as a condition of continued employment, within sixty (60) days following the beginning of their employment or as provided for in the Union's Constitution, whichever is later, to pay to the Union a monthly service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge will be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including Master Executive Council (MEC) assessments.
- B. The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant, or to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure of the Flight Attendant to pay initiation (or reinstatement) fee, dues and assessments uniformly required. Nothing in this section shall require payment of any initiation (or reinstatement fee), by any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and Bylaws.
- C. If any Flight Attendant covered by this Agreement becomes delinquent in the payment of their service charge or membership dues, the Union shall notify such employee via a trackable mail service, copy to the Vice President of Inflight or designee, that the employee is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant from the Company. Such letter will also notify the Flight Attendant that they must remit the required payment or at the Flight Attendant's written request, the Company will payroll deduct such arrearage at the rate of \$25 per pay period. At their option, the Flight Attendant may request a deduction at a higher rate. This deduction will be in addition to the Flight Attendant's usual monthly Association dues or service charge. If the Flight Attendant has neither paid nor requested payroll deduction within fifteen (15) days, they will be discharged pursuant to Paragraph 13.D, below.
- D. If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent or has not signed a request to payroll deduct the arrearage, the Union will send written notice via a trackable mail service to the Vice President of Inflight and Human Resources, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be discharged. Human Resources will then take proper steps to discharge the Flight Attendant from the service of the Company.
- E. A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section will be subject to the following procedures.
  1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to them, may submit their request for review in writing within five (5) days from the date of their notification of discharge by Human Resources as provided in Paragraph D. above. The request must be submitted to the Vice

President of Inflight, or designee, who will review the grievance and render their decision in writing not later than five (5) days following receipt of the grievance.

2. The Vice President of Inflight, or designee, shall forward their decision to the Flight Attendant, with a copy to the Union. The decision will be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Union within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within the specified period, either the Company or the Union may request the National Mediation Board (NMB) to name such neutral referee. The decision of the neutral referee will be final and binding on all parties to the dispute. The fees and charges of such a neutral referee will be borne equally by the Company and the Union.

- F. During the period a grievance is being handled under the provisions of this Section, and until final award by the Vice President of Inflight, or designee, or the neutral referee, the Flight Attendant shall not be discharged from the Company nor lose any Seniority rights solely because of noncompliance with the terms and provisions of this Section.

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

G. **Dues Check-Off**

1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Association of Flight Attendants, membership dues uniformly required by the Union, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge provided such Flight Attendant voluntarily executes an agreed upon form. This form, "Voluntary Assignment and Authorization for Voluntary Check-Off," also to be known as a Service Charge and Dues Form, shall be prepared and furnished by the Association of Flight Attendants.
2. When a Flight Attendant properly executes such Service Charge and Dues Form, the Treasurer of the Association of Flight Attendants, shall forward an original copy to Human Resources. Any Service Charge and Dues Form that is incomplete or improperly executed

will be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered via a trackable mail service, addressed to Human Resources with a copy to the Association of Flight Attendants. Service Charge and Dues Forms and notices received by Mesa Airlines, Inc. will be stamp-dated on the date received, not when mailed.

3. a. When a Service Charge and Dues Form, as specified herein, is received by the Human Resources department on or before the first day of the month, deductions will commence with the second pay day of the following month and will continue thereafter until revoked or canceled as provided in this Section. For Flight Attendants who have executed a Service Charge and Dues Form, fifty percent (50%) of the fee that is uniformly required by the Union will be deducted from each of the first two (2) paychecks issued in a calendar month. The Company will remit to the Union, a check in payment of all dues and assessments or service charges collected on a given payday or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of membership dues or service charges to the Union will be accompanied by a list showing names, payroll numbers, and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.  
  
b. For a Flight Attendant who has executed a Service Charge and Dues Form, their initiation fee to the union the Union, or a service charge equivalent to the initiation fee, will be apportioned into five (5) equal installments and deducted from five (5) consecutive paychecks.
4. a. No deduction of dues or service charges will be required of any Flight Attendant who has been transferred to a job not covered by this Agreement or who is on furlough. Upon return to work as a Flight Attendant, whether by transfer, termination of leave without pay, or recall from furlough, deductions will be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the appropriate provisions of this Section and of the Railway Labor Act, as amended.  
  
b. A Flight Attendant who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked their assignment and if re-employed, must execute and provide to the Company a new Service Charge and Dues Form, whereupon the Company will resume deduction of Union dues.
5. Collections of any back dues or service charges owed at the time of starting

deductions for any Flight Attendant and collection of dues or service charges missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues or service charges for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.

6. Deductions of membership dues or service charges will be made in accordance with subparagraph G.3. above, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of the Flight Attendant's employment, the obligation of the Company to collect dues or service charges will not extend beyond the monthly period in which their last day of work occurs.

### **ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF**

I, \_\_\_\_\_ hereby authorize and direct MESA AIRLINES, INC., to deduct from my pay, dues in an amount equal to such monthly dues, service charges, Initiation fees, and/or assessments, as are now or may hereafter be established in accordance with the Constitution and Bylaws of the Union, for remittance to the Association of Flight Attendants-CWA, AFL-CIO (AFA).

I agree that this authorization shall be irrevocable for one (1) year from the date hereof or until termination of the check-off agreement between Mesa Airlines, Inc., and the Association of Flight Attendants-CWA, whichever occurs sooner.

If the check-off agreement is terminated, this authorization shall be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to Mesa Airlines, Inc. and the Association of Flight Attendants via a trackable mail service during the ten (10) days immediately preceding any such anniversary.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Employee Number: \_\_\_\_\_ Date: \_\_\_\_\_

Seniority Date: \_\_\_\_\_

Base: \_\_\_\_\_

Date of First Deduction: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

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

Please return the completed form to:

Association of Flight Attendants-CWA

Accounting & Membership

503 Third Street, N. W.

Washington, D.C. 20001-2797

#### **K. FlightPAC Contributions**

1. The Company shall payroll deduct FlightPAC contributions for any Flight Attendant who completes a FlightPAC Wage Deduction Authorization Card, as provided below.
2. The Union shall bear the administrative costs, if any, incurred by the Company in processing and forwarding contributions to FlightPAC to the Union.
3. FlightPAC contributions shall be deducted from each paycheck and shall be remitted to the Union as soon as practical thereafter, but in no event later than thirty (30) days after the date of the deduction.
4. FlightPAC Wage Deduction Authorization Card.
5. Any Flight Attendant who wishes to contribute to FlightPAC shall voluntarily sign and submit to the Mesa Payroll Department the following written authorization card for such donations.
6. It is agreed that any revocation of such deduction authorization must be in writing and signed by the employee.
7. All payroll deduction authorizations will be submitted through the International President of AFA-CWA, who will forward the original signed copy to the Mesa Airlines, Inc. Payroll Department.

#### **WAGE DEDUCTION AUTHORIZATION CARD**

**YES**, I want to support FlightPAC to promote my concerns as a Flight Attendant through AFA's legislative and political activities.

I want to support FlightPAC through payroll deduction. I authorize my company to deduct from my gross earnings per month and remit to AFA's FlightPAC

\$3  \$5  \$10  \$15  Other \$\_\_\_\_\_

Instead, enclosed please find my check made payable to FlightPAC for \$\_\_\_\_\_

NAME \_\_\_\_\_

DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

EMPLOYEE ID# \_\_\_\_\_

AIRLINE \_\_\_\_\_

---

E-MAIL ADDRESS

---

REFERRED BY AFA

---

MEMBER (ID# ONLY)

---

SIGNATURE OF EMPLOYEE

My contribution to FlightPAC is not tax-deductible.

As an AFA member, I am entitled to make voluntary contributions to FlightPAC at any time. Gifts or donations to FlightPAC are not a condition of membership in AFA.

Payroll authorizations shall remain in full force until revoked by me, pursuant to the provisions of the agreement between my airline and the Association of Flight Attendants-CWA.

Federal law forbids AFA from accepting FlightPAC contributions from foreign nationals who are not U.S. citizens and have not been legally admitted to the U.S. for permanent residence.

## **SECTION 14** **GRIEVANCE PROCEDURE**

### **A. The Grievance Process**

1. A grievance is a dispute between the parties arising out of an interpretation or application of this Agreement.
  - a. A grievance may be filed by any Flight Attendant, group of Flight Attendants or the MEC or LEC President(s).
  - b. Prior to the filing of a grievance, the Flight Attendant is encouraged to discuss the matter with the Vice President of Inflight or designee in an effort to resolve it.
  - c. When a written grievance is filed, it will contain a reference to the provision of this Agreement alleged to have been breached and a short, concise statement of the facts involved.
2. A grievance must be filed within thirty (30) calendar days after the Flight Attendant or the Union, as applicable, became aware of or should have become aware of the event giving rise to the grievance. Grievances shall be filed by email to the Vice President of Inflight or designee.
3. Prior to being submitted to the System Board of Adjustment, a grievance must be heard in a meeting between the Union and the Vice President of Inflight or designee. Such meetings will be held each month, on a date and time to be determined mutually by the parties. Any grievance received by the Company at least seven (7) calendar days before the monthly meeting will be heard at that month's meeting; grievances received by the Company within seven (7) calendar days before the monthly meeting at the following month's meeting, unless mutually agreed upon.
4. Within fourteen (14) business days following the monthly meeting at which a grievance is heard, the Vice President of Inflight or designee will issue a decision on the grievance in writing and furnish the aggrieved Flight Attendant and/or the MEC President or designee with a copy thereof via email. The decision will include a short, concise statement of the fact considered and the reason(s) for the decision.
5. The Union may appeal a decision on a grievance to the System Board of Adjustment by submitting a written notice of appeal within fourteen (14) business days after receipt by the Union of the decision. The written notice shall be submitted to the Vice President of Inflight or designee via email.
6. Nothing herein shall prevent the Company and Union representatives from intervening at any step of the grievance procedure in an effort to seek a resolution.

B. Discipline and Discharge

1. Investigation

- a. A Flight Attendant who is directed by the Company to attend an investigatory interview or meeting that the Flight Attendant reasonably believes may result in disciplinary action may request Union representation.
- b. The interview or meeting will be scheduled by mutual agreement within a reasonable length of time after notification. Best efforts will be made to provide at least twenty-four (24) hours following notification.
- c. The Flight Attendant may, by mutual agreement with the Company, participate in the interview or meeting by teleconference. The Union representative may participate in person or by teleconference for any meeting pursuant to this Section. Any meeting conducted via teleconference will be memorialized via an email from the Company to the Union representative and the Flight Attendant in a timely manner.
- d. A Flight Attendant who is removed from a trip to participate in an investigatory interview or meeting will be pay-protected for the Trip(s) missed.

2. A Flight Attendant will not be disciplined or discharged except for just cause. A Flight Attendant will be notified in writing or the reasons for discipline or discharge in a timely manner.

C. General

1. Witnesses and representatives who are employees of the Company will be furnished with transportation over the lines of the Company in accordance with the pass policies set for in Section 21.E.

2. Time Limits

- a. If the Union fails to bring a grievance to a hearing within the time limits prescribed in section A.3. above, the grievance shall be deemed withdrawn with prejudice.
- b. If any decision made by the Company is not appealed by the Union within the time limits prescribed in section A.5. above, the decision of the Company will become final and binding.
- c. If the Company refuses to hold a hearing on a grievance within the time limits prescribed in section A.3. above, or fails to render a decision on a grievance within the time limits prescribed in section A.4. above, the grievance will be

considered denied and automatically appealed to the System Board of Adjustment.

d. All the time limits may be extended in writing, by mutual agreement.

3. All written notification required under this section may be delivered in person or by email.

4. The grievant is entitled to have a Union representative present at any step of the grievance procedure.

5. Discipline and discharge grievances will be placed in the Flight Attendant's personnel file. Non-disciplinary grievances will be placed in a separate file. If as a result of any hearing, settlement or appeal, as provided herein, discipline or discharge is modified and the Flight Attendant is exonerated, the personnel records shall reflect the final determination.

## SECTION 15

### SYSTEM BOARD OF ADJUSTMENT

A. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement, including any amendments thereto, and which are properly submitted to it. Such Board will be known as the "Mesa Airlines Flight Attendants' System Board of Adjustment."

B. Members of the System Board of Adjustment

1. The System Board of Adjustment shall consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Union and one (1) neutral member.
2. It is understood and agreed that each and every System Board of Adjustment member shall be free to discharge their duty in an independent manner without fear that their individual relations with the Company or with employees may be affected in any manner by an action taken in good faith as a System Board of Adjustment Member.
3. The Neutral Member of the System Board of Adjustment shall be appointed from the following list:

### SYSTEM BOARD OF ADJUSTMENT - PANEL OF NEUTRALS

Robert Douglas  
Ira Jaffe  
Joshua Javits  
Joyce Klein  
Homer LaRue  
Luella Nelson  
Alan Symonette  
Christine Ver Ploeg  
Bonnie Weinstock

D. The Board will have jurisdiction over disputes which arise out of grievances or out of interpretation or application of any of the terms of this Agreement, provided the procedures set forth in Section 14 have been followed. The jurisdiction of the Board will not extend to proposed changes in hours of employment, rates of compensation or working conditions.

E. All disputes properly submitted to the Board must be in writing with copies to the parties and must be submitted within the time limits set forth in Section 14 of this Agreement. The submission to the Board must include:

1. Question or questions at issue;
2. Statement of facts;
3. Position of Flight Attendant or Flight Attendants; and,
4. Position of Company.

F. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board.

G. The responsibility of the Neutral Member is to preside at the hearings of the Board and to guide the parties in the presentation of testimony, exhibits and argument at hearings. A majority of the Board will have the right to call witnesses to ensure that a fair, prompt and orderly hearing is afforded.

H. General

1. The expenses and reasonable compensation of the Neutral Member will be borne equally by the parties. Each of the parties will assume the compensation, travel expense and other expenses of the Board member selected by it and witnesses called by it. Board members and witnesses who are employees of the Company will be granted free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law. Board members will be released from duty to attend Board hearings or meetings.
2. Evidence may be presented either orally, in writing, or both. Each party has the right to call witnesses to testify before the Board and to cross-examine witnesses called by the other party or by the Board.
3. Flight Attendants and the Company have the right to be represented at the System Board hearing by such persons as they may choose and designate.
4. The System Board will maintain a complete record of all matters submitted to it for consideration.
5. When it is mutually agreed that a stenographic report is to be taken of any hearing, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of proceedings will be taken, any transcript made by either of the parties will be furnished to the other party upon request, provided that the cost of such written record so requested will be borne equally by both parties to the dispute.
6. On request to individual members of the Board, the Board may, by a majority vote, or will at the request of either the Union representative or the Company representative, summon any witnesses who are employed by the Company and who

may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either representative constituting the Board.

7. If the Union gives the Company at least thirty (30) days' notice, the grievant will be released from duty the day before and the day of the Board hearing. Additionally, one (1) witness will be released on the day of the hearing. Any additional witnesses summoned at any one (1) time will not be greater than the number that can be spared from the operation without interference with the operation of the Company. In the event additional witnesses are needed/requested, the Parties shall meet and confer to arrange for live or remote participation at the hearing.
8. A majority of all the members of the Board will be competent to make a decision and to determine the appropriate remedy or remedies, if any.
9. Any of the above dates may be extended or changed by mutual agreement of the Company and the Union.

**SECTION 16**  
**FURLough, DISPLACEMENT,**  
**CLOSING OF DOMICILES AND RECALL**

**A. Notice**

Flight Attendants will be given a minimum of fourteen (14) days' written notice of furlough and Domicile closings except in cases of emergency, strikes, Acts of God, or other causes beyond the control of the Company. The Company will make its best efforts to give fourteen (14) days' notice, whenever possible. The notice provided herein shall not be in addition to the notice requirements set forth in Section 10.B.1.

**B. Furlough**

1. When a furlough or displacement becomes necessary, the Company will initially offer Flight Attendants a voluntary furlough in order of system-wide Seniority.
2. If voluntary furloughs do not satisfy the need for reduction, Flight Attendants will be involuntarily furloughed in inverse order of system-wide Seniority. Copies of furlough notices will be given to the MEC President.
3. A Flight Attendant who is voluntarily or involuntarily furloughed will retain and accrue Seniority for the duration of the furlough.
4. A Flight Attendant who is voluntarily furloughed will retain all Longevity accrued prior to the date of furlough and will continue to accrue Longevity for the first ninety (90) days of furlough.
5. A Flight Attendant who is involuntarily furloughed will retain all Longevity accrued prior to the date of furlough, but will not accrue Longevity during a furlough, unless recalled within a period of less than sixty (60) days from the date of furlough.
6. After five (5) years, a Flight Attendant who has been voluntarily furloughed and has not been recalled will be entitled to immediate recall.
7. After five (5) years, Flight Attendant who has been involuntarily furloughed and not been recalled will forfeit all Seniority and will not be entitled to recall.

8. The Company will not hire a new Flight Attendant while any Flight Attendant remains on involuntary or voluntary furlough.

### **C. Furlough Recall**

1. Flight Attendants on furlough will keep the Company informed of their current address, personal email address, and telephone number. A Flight Attendant who cannot be contacted because of failure to keep the Company so informed will forfeit all Seniority and recall rights.
2. A Flight Attendant will be notified of recall by the Company in writing, via trackable mail service to the address on file with the Company and a copy will be sent to the Flight Attendant's personal email address on file with the Company. Copies of recall notices will be given to the MEC President. The Flight Attendant will have seven (7) days after delivery of such recall notice to notify the Company of their intent to return to service. Unless otherwise extended by the Company, the Flight Attendant must report to duty within seven (7) days of receipt of the recall notice.

In the event that delivery of a trackable written recall notice to the address on file is unsuccessful, the obligation to provide written notice will be considered satisfied fourteen (14) calendar days after the first attempted delivery.

3. A voluntarily or involuntarily furloughed Flight Attendant may bypass recall in accordance with the following:
  - a. A Flight Attendant may bypass each recall as long as there is at least one junior furloughed Flight Attendants who is subject to recall.
  - b. A Flight Attendant who voluntarily extends their furlough through the bypass provision referenced above shall not be considered to have "declined recall" for purposes of this section.
4. Except as provided in C.3.above, a furloughed Flight Attendant who fails to accept recall from furlough will be considered to have resigned from the Company and will be removed from the seniority list.
5. Flight Attendants shall be recalled in order of system-wide Seniority.
6. A Flight Attendant recalled from voluntary furlough will be allowed to return to their previously assigned Domicile as long as they are senior to at least one Flight Attendant in that Domicile at the time of accepting recall.
7. A Flight Attendant recalled from involuntary furlough will return to a Domicile Vacancy in accordance with the provisions of Section 10 (Filling of Vacancies) of this agreement.

#### **D. Benefits During Furlough**

1. A Flight Attendant on a voluntary or involuntary furlough will retain medical benefits, if applicable, through COBRA at the employee's expense.
2. The Company will make reasonable efforts to retain flight benefits for furloughed Flight Attendants if offered by partner carrier(s) at no additional cost to the Company.

#### **E. Domicile Displacement and Domicile Closure**

1. When a Flight Attendant has not been Furloughed, but no longer has the required seniority to hold their current Domicile due to a system-wide reduction of positions, a reduction in Domicile size, or a Domicile closure, the Flight Attendant will be considered to have been displaced from their Domicile.
2. Displaced Flight Attendants may fill a vacancy for a new Domicile, or displace a more junior Flight Attendant at another Domicile in accordance with system Seniority and the Flight Attendant's Domicile preferences on file. The Company may, at its option, may elect to absorb an increase in staffing in another Domicile to mitigate further downline displacements as long as Domicile preferences are honored in accordance with system-wide Seniority.

## SECTION 17

### PHYSICAL EXAMINATIONS

- A. 1 .A Flight Attendant may be required to submit to a physical examination if there are reasonable grounds to believe that the Flight Attendant is unable to perform the essential job functions due to physical or mental impairment.
2. A Flight Attendant claiming to be disabled may be required to submit to a physical examination to verify the disability.
- B. A Company required physical examination will be performed by a physician designated by the Company. The physician's report shall be issued within thirty (30) days. To the extent that any such physical examination or test is not covered by insurance, the Company will bear the cost.
- C. All information contained in or related to a Flight Attendant's medical file will be kept confidential. If there is a legal requirement to release medical information, the Flight Attendant will be notified.
- D. When a disagreement exists over a Flight Attendant's ability to work, a Flight Attendant may have a review of the case. The request for such review must be made within fourteen (14) days of notice of the disputed decision by the Company's physician. Such review will proceed in the following manner:
- 1 . The Flight Attendant may employ a personally chosen qualified medical examiner and at their own expense for the purpose of conducting a physical examination.
  2. The employee will arrange for a report and the recommendation of the personal physician to be made in writing to the Company. The personal physician will specify whether or not the Flight Attendant is considered medically fit to perform Flight Attendant work. In the event both physicians reach the same conclusion, no further review will be offered.
  3. In the event that the findings of the physician chosen by the Flight Attendant disagree with the findings of the physician designated in 17.B., the Flight Attendant is entitled upon request, to be examined by another physician mutually agreeable to the Flight Attendant and the Company. The Company and the Flight Attendant will equally share the cost of the examination, offset by any insurance coverage. Copies of the physician's report will be furnished to the Company and the Flight Attendant.
  4. The case will be settled on the basis of the findings of the third examination, if necessary.
  5. Any Flight Attendants held out of service by the Company for physical reasons, who subsequently demonstrates that they have continuously been physically able to perform the duties of a Flight Attendant shall be compensated for any loss of earnings and/or accrued benefits.
- E. If a Flight Attendant is required to travel away from Domicile for a Company-required medical examination, the Flight Attendant shall be provided with positive space transportation. The Company will use its best effort to provide positive space transportation if a Flight Attendant is required to travel away from residence for a Company-required medical examination.

**SECTION 18**  
**MOVING EXPENSES**

- A.** A Flight Attendant who moves involuntarily from one Domicile to another pursuant to Section 16, Furlough, Displacement and Closing of Domiciles, shall be entitled to a Company-paid moving allowance or Flight Pay credit for settlement time so long as they are moving their primary residence to the new Domicile. Voluntary moves as a result of an award of a Domicile or a voluntary move to a new Domicile will not be eligible for moving allowances.
- B.** In accordance with Section 10.B.2., a Flight Attendant will be allowed two (2) days settlement time for the first 300 miles distance or part thereof, plus an additional day for each subsequent 300 mile segment or part thereof, and shall receive Flight Pay and credit of three and fifty seven one-hundredths (3.57) or Trips dropped for each such additional day.
- C.** Flight Attendants must contact the Company prior to incurring any moving expenses to confirm eligibility and notify the Company of their intent to seek reimbursement under this section. Moving expenses shall be paid as follows: Up to one-thousand dollars (\$1000), plus seventy cents (.70) per mile. The Flight Attendant shall have six (6) months to move and claim the allowances herein. Appropriate receipts for the moving-related expenses will be required.
- D.** The allowance will be based upon the distance between the old Domicile and the new Domicile, or the Flight Attendant's primary residence and the new Domicile, whichever is shorter. The mileage shall be the shortest Automobile Association of American (AAA) mileage between the two (2) points.
- E.** A Flight Attendant who voluntarily terminates their employment with the Company, or who is terminated for cause, within one hundred and twenty (120) days from the date of the move, may, at the Company's discretion, be required to repay any moving allowances received, on a prorated basis. Any moving allowance to be repaid will be deducted from the Flight Attendant's final paycheck.
- F.** If a lease is broken as a result of an involuntary move to a new Domicile, and a penalty (which can be documented) is incurred, the Company will pay the penalty not to exceed two (2) months' rent.

## SECTION 19

### UNION ACTIVITIES

- A. The Union may post notices signed by authorized Union officials on designated and marked spaces on bulletin boards provided by the Company at all Flight Attendant Domiciles. The space will be marked "Association of Flight Attendants-CWA, AFL-CIO." Such notices will not contain derogatory or inflammatory material.
- B. The Company will make this Agreement available electronically in a format that may be downloaded to a Flight Attendant's Company-provided and/or personal device. Printed copies of the Agreement will be distributed upon request. The Company and the Union will share equally the cost of printing and distributing copies of this Agreement to the Flight Attendants.
- C. All new hires will have access to an electronic copy of this Agreement during Union orientation. After successful completion of IOE, the Flight Attendant will receive a printed copy upon request.
- D. The MEC President, or their designee, will advise the Company in writing the names of its designated representatives, and such designation will remain effective until revoked by written notice.
- E. A Flight Attendant will be furnished non-revenue space available transportation on Company routes or the appropriate code-share partner when on Union business. When permitted by the code-share partner, a Flight Attendant will be furnished positive space travel from Domicile to Domicile within the continental United States on code-share partners for System Boards, arbitrations, negotiations, and any other meeting deemed necessary by the Company.
- F. Official Union bulletins may be distributed in Flight Attendants' mailboxes. Such bulletins will not contain derogatory or inflammatory remarks.
- G. **Union Business**
  - 1. Provided the Company receives at least seventy-two (72) hours' notice, the Company will grant Union requests for the release from duty unless such release from duty would interfere with the Company's operational requirements.
  - 2. Union representatives may swap Trips to arrange time off for Union business.
  - 3. When a Flight Attendant is released from duty for negotiations or other Union business, the Company will continue to pay the Flight Attendant as if they performed the scheduled duty. The Union will reimburse the Company, within thirty (30) days after receipt of a statement from the Company, for the amount of such Flight Pay paid to the Flight Attendant. The Union will not be charged an override. The Company will forward such statements to the Union on a monthly basis.
- H. The Company will provide the Union with the names (in order of Seniority), addresses, e-mail addresses, phone numbers, and Domiciles of Flight Attendants after the initial assignment to a Domicile.

- I. Upon request, the Company will provide on a timely basis all membership-related information, including name, e-mail, phone, address, and Domicile, all status information, furlough, leave and termination lists, and seniority lists to the AFA International Office.
- J. Upon request, the Company will provide the MEC President or designee with a list of all Flight Attendants on leaves of thirty (30) days or more and of Flight Attendants who have transferred to non-flying or supervisory duties. Current additions or deletions may be requested on a monthly basis. Such list shall include names, employee numbers, dates leaves began, and actual dates of return.
- K. A Union representative will be permitted to address new hire Flight Attendants either prior to the beginning or after the completion of the training day. The Company and the Union will mutually agree upon the meeting date. The Union will provide the Company with copies of all materials to be distributed at such meeting. A representative of the Company may attend the meeting. Neither the materials distributed nor the remarks made at such meetings will be of a derogatory or inflammatory nature. The address will include training on PBS, and will not exceed 90 minutes.
- L. A Union representative may attend all ground training events as an observer provided twenty-four (24) hours notice is given to the Vice President of Inflight or designee.

## **SECTION 20** **HOSTAGE BENEFITS**

Flight Attendants who, while acting within the scope of their employment, are hijacked, interned, captured, or held as prisoners or hostages, will continue to accrue Seniority and Longevity credit and will be paid an average of their last three (3) months' income each month until such time as the Flight Attendant is released. No payroll deduction for uniforms will be made during this period. All insurance and pass benefits will remain in effect for eligible dependents. The Company shall compensate the Flight Attendant for all medical expenses originating from any incident outlined in this section.

Upon returning from the incident, Flight Attendants will be returned as Flight Attendants to the Domicile held prior to the incident.

In the event a Flight Attendant dies while held hostage, all death benefits will double in dollar amount. In addition, the Company will transport, at Company expense, the remains of a deceased Flight Attendant to the Flight Attendant's home or burial location.

## **SECTION 21** **INSURANCE/BENEFITS**

- A. It is agreed and understood between the parties that all insurance benefits (life, hospital, medical, etc.) which are presently or hereafter made available to any other Company employees, will be made available on the same terms to Flight Attendants covered by this Agreement. Should any improvements in the current policies be offered to other employee groups within the Company, the improvements will be offered to the Flight Attendants. Should it be necessary to negotiate benefits changes (e.g., increasing deductible or co-pay) with the insurance carrier(s), or should premium increases require greater contributions from Flight Attendants, the Company will notify the Union and provide an opportunity to discuss changes prior to any changes.
- B. It is agreed and understood that the 401(k) Retirement Plan, which is presently or hereafter made available to any other Company employees, including the Company's matching contribution, shall be made available on the same terms to Flight Attendants covered by this Agreement.
- C. It is agreed and understood that the Employee Stock Bonus Plan, which is presently or hereafter made available to any other Company employees, will be made available on the same terms to Flight Attendants covered by this Agreement.
- D. It is agreed and understood the Employee Flexible Spending Plan, which is presently or hereafter made available to any other Company employees, will be made available on the same terms to Flight Attendants covered by this Agreement.
- E. Travel Benefits
  - 1. The Company will provide travel privileges (including domestic partner and registered guest) in accordance with the policy in effect for Company employees at the time of travel. Policy for travel on codeshare partners shall be furnished to Flight Attendants. Every effort will be made to maintain travel benefits and minimize benefit costs of interline and codeshare benefits in accordance with the policy in effect at the time of travel.
  - 2. A retired Flight Attendant will be eligible for retirement travel benefits in accordance with the Company's code share partners' policies and other interline travel agreements, if applicable. It is understood that the retiree's travel on Mesa's codeshare partners (or others with whom Mesa has an interline agreement) may not be based on the definition of retirement in F. below.
- F. A Flight Attendant will be eligible to retire after completing ten (10) years of active service if their age plus years of service is equal to or greater than 65.

**SECTION 22**  
**HEALTH AND SAFETY**

- A. The Company will consider the recommendations of the MEC Air Safety, Health, and Security (ASHS) Committee Chairperson in all matters affecting the safety of Flight Attendants. Company safety representatives and the MEC ASHS Committee will meet from time to time as needed at mutually agreeable times and places. The Association may send a representative to attend the quarterly Inflight Safety Review and Fatigue Committee Review meetings as scheduled by the Company. Any voting policies should be in accordance with the Company FRMP procedure.
- B. In the event of an aircraft accident, the Company will notify the MEC President as soon as possible. Access to a crash site will be provided to the MEC ASHS Committee Chairperson or their designee based upon permission of the NTSB.
- C. Following an aircraft accident, a Flight Attendant will be provided with medical attention, as necessary, and to the extent possible, isolated from the media.
- D. The Company will promptly notify the designated emergency contact of any Flight Attendant involved in an accident or hijacking.
- E. In the event aircraft not currently operating on the certificate are added, the Company shall meet and confer with the designated AFA representatives for the purpose of receiving input regarding Flight Attendant specific issues, including jumpseat requirements. Such meeting(s) shall occur prior to or simultaneously with joint or separate discussions between the Company and other interested parties.
- F. Upon request, the Company will meet and confer with designated AFA representatives regarding matters affecting safety, health, and security of Flight Attendants. The Company will make all reasonable efforts to keep Flight Attendants apprised of issues related to communicable diseases and/or exposure thereto.
- G. Upon request, positive space travel and reasonable lodging, free of charge, will be provided to the emergency contact of the involved Flight Attendant(s) to and from the location of the Flight Attendant(s) following a serious injury as defined by the NTSB.
- H. The Company will use its best efforts to continue to negotiate code-share agreements that do not require Flight Attendants to conduct routine inspections and/or security searches. When the aircraft is on the ground, Flight Attendants shall not be required to conduct an aircraft search if ground personnel (qualified to perform an aircraft search) are available.

- I. The Company will make its best efforts to ensure that all Domiciles are provided with an adequate amount of antiseptic hand-cleansing towels (pre-packed hand wipes).
- J. If a Flight Attendant is required to work on an aircraft which has an inoperative lavatory they shall be given time on the ground, free of other duties, in order to utilize an airport lavatory after each Segment.
- K. The Company shall notify the MEC President, and ASHS Chairperson on proposed aircraft type or changes to the cabin interior of the current fleet.
- L. Crew Member Physical Assault
  - 1. The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members.
  - 2. The Company will provide a Flight Attendant with available resources, including positive space, where applicable, and full pay for any Trip the Flight Attendant misses to aid in the prosecution of an unruly passenger.
- M. The Company will make its best efforts to ensure escort access to secure areas outside of a Committee member's respective Domicile following a request by the Committee member to investigate specific health and safety issues of concern to Flight Attendants.
- N. Flight Attendants will be required to assist passengers with carry-on and personal items brought onboard the aircraft. Flight Attendants should exercise discretion if they determine items are too heavy, and tactfully direct the passenger to where they can be stowed.

## **SECTION 23**

### **TRAINING**

#### **A. Training Requirements**

1. A Flight Attendant is required to satisfactorily complete all the required training.
2. Training under this provision is defined as courses specified under the Company's Flight Attendant Training Curriculum (including computer-based).
  - a. The Company shall ensure that there are sufficient working computers/devices to allow Flight Attendants to complete computer-based training. An active Flight Attendant will be provided at least thirty (30) days to complete all computer-based training. Flight Attendants returning from leave or OJI may have a reduced timeframe to complete computer-based training.
  - b. Flight Attendants shall not be required to complete more than twelve (12) hours of computer-based training in a Bid Period. This does not apply to unplanned training mandated by the TSA or FAA (such as new security procedures).
  - c. Classroom and hands-on training will not exceed ten (10) hours within any calendar day (excluding meal time).
  - d. Training pay will be as provided in Section 3. E

#### **B. A Flight Attendant shall be considered on duty when traveling on Company-provided positive space to/from training and when attending classroom and hands-on training.**

#### **C. Failed Training**

1. A Flight Attendant who fails to meet the completion standard of any segment of a training curriculum, including written and oral exams, proficiency checks, and operating experience, may be removed from the training process.
2. Should a Flight Attendant fail to successfully complete any segment of training, the Vice President of Inflight or designee will review the circumstances and determine whether to discontinue training or authorize additional training in a specific subject area prior to any action. In such cases, the Vice President of Inflight or designee and the Flight Attendant will discuss the reasons for failure and the action to be taken.
3. A Flight Attendant who fails to successfully complete all training requirements, including proficiency checks (with the exception of new hire training) will be allowed to take recurrent training or remedial training. If such Flight Attendant fails the recurrent or remedial training listed above or fails subsequent training events, their employment may be terminated at the discretion of the Company.

D. On-Line Evaluations

1. On-Line Evaluations (also referred to as checkrides) may only be administered by IOE qualified personnel authorized by the Company.
2. The Company will provide a copy of the On-Line Evaluation form to the Flight Attendant within seven (7) days. The form will provide space for the Flight Attendant to respond to the evaluation.
3. Flight Attendants may be required to swap FA "1" and FA "2" positions as part of any On-Line Evaluation.

E. General

1. A Flight Attendant required to attend training out of Domicile will, to the extent permitted by code-share Partners' travel policies, be provided positive space deadhead transportation from Domicile to and from training. The Flight Attendant will be provided a record locator.
2. A Flight Attendant shall not be required to return from vacation for any training.
3. A Flight Attendant on a Voluntary Leave of Absence (VLOA) will be required to complete recurrent training, including computer-based training.
4. A Flight Attendant who dequalifies while on medical or other leave of absence will continue to be on unpaid status.

**SECTION 24**  
**MANAGEMENT RIGHTS**

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Flight Attendants work force. Such rights include without limitation, the right to hire, to establish and, from time to time, amend, suspend or revoke rules, regulations and procedures; to determine qualifications for initial employment, continued employment and promotions; to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine the size and composition of the Flight Attendant work force; to furlough and recall; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and, to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

**SECTION 26**  
**GENERAL**

- A. No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in, or activities with the Union.
- B. Upon request, a Flight Attendant may inspect their personnel file and make copies of letters, evaluations, and reports pertaining to performance or discipline.
- C. Critical Material in File

Nothing of a derogatory nature (complaint letters, critical materials, and warnings) shall be entered into a Flight Attendant's personnel file without first:

- 1. Allowing the affected Flight Attendant the opportunity to sign such material acknowledging they have seen it.
- 2. Providing a copy of the material to the Flight Attendant.
- 3. Allowing the Flight Attendant the opportunity to provide a written response to any critical or unfavorable material placed in their file and have such become part of their permanent file.
- 4. The Company shall purge any derogatory information (complaint letters, critical material warnings, discipline, etc.) from a Flight Attendant's personnel file after two (2) years from the date of issuance if no further similar derogatory information has been filed during that period.
- D. A Flight Attendant shall not be required to pay for damage or loss of Company property (other than materials specifically assigned to them) on or off any aircraft while performing their regular duties unless caused by negligence or intentional misconduct of the Flight Attendant.
- E. The Company will provide an adequately furnished crew lounge where possible.
- F. The Company will provide transportation to drug/alcohol testing facilities in locations other than the Flight Attendant's Domicile at no cost to the Flight Attendant.
- G. Perfect Attendance

1. Flight Attendants who maintain perfect attendance from September 1 through February 28/29, or from March 1 through August 31, or during the Holiday Period will accrue two (2) credits toward attendance points for each designated perfect attendance period.
  - a. If the Flight Attendant has two (2) or more attendance points at the time credits are accrued, two (2) attendance points shall be removed from their record and no credits shall be banked for application against future attendance points.
  - b. If the Flight Attendant has no attendance points on their record at the time credits are accrued, the Flight Attendant will have two (2) credits banked for application against future attendance points.
  - c. If the Flight Attendant has more than zero but fewer than two (2) attendance points on their record at the time credits are accrued, all of the Flight Attendant's existing attendance points will be removed and the remainder of the two (2) credits will be banked for application against future attendance points.
2. The Company may also designate specific shift(s) that Flight Attendants may volunteer for that will remove one (1) attendance point from their record, or which will allow a Flight Attendant to bank one (1) credit if the Flight Attendant has no attendance points on their record.
3. Flight Attendants may accrue no more than six (6) credits towards attendance points during a rolling twelve (12) month period, including credits applied to existing attendance points and those banked for application against future attendance points. Removed points will not result in the removal of corrective action paperwork.
4. Application of Attendance Credits Against Future Attendance Points

- a. Credits toward attendance points may not be used toward future attendance points after twelve (12) months from the date they were earned (i.e., at the end of the perfect attendance period).
- b. Credits toward attendance points will automatically be applied to attendance points subsequently incurred by a Flight Attendant. The oldest credits banked shall be deducted first.

#### H. New Aircraft

In the event aircraft not currently operating on the Company's Operating Certificates are added, the Company shall meet and confer with the MEC President (or designee) to receive input regarding Flight Attendant-specific issues, including jump seat policies. Such meeting(s) shall occur prior to or simultaneously with joint or separate discussions between the Company and other interested parties.

- I. An emergency phone number given by a Flight Attendant to the Company may only be used to notify the Flight Attendant's personal contact in an emergency.
- J. The Company intends to continue using the automatic recording system to record phone conversations between System Control (or other personnel) and a Flight Attendant.
- K. The Company will attempt to acquire and maintain reciprocal jumpseat agreements for Flight Attendants.

**SECTION 27**  
**NON-DISCRIMINATION**

The Company and Union recognize the value of a diverse Flight Attendant workforce and share a mutual commitment to a workplace free of discrimination.

Equality of rights under the law, or this contract, shall not be denied or abridged in violation of any Federal, State, Local Law or Ordinance applicable to the Company.

## **Section 28** **Commuter Policy**

### **A. General**

1. Flight Attendants are responsible for reporting to duty in a timely manner. These provisions are not intended to relieve Flight Attendants of that responsibility.
2. This Section does not apply to probationary Flight Attendants. Probationary Flight Attendants must refer to the current Attendance/Tardiness Policy when unable to commute.

### **B. Carrier**

1. This commuter clause applies only on Company airlines and to carriers for which the Company has direct access to their computer reservation system, subject to codeshare partner restrictions, carriers with agreements for employee rate travel, and carriers where there are iumpseat agreements. On carriers with agreements for employee travel, it is the responsibility of the Flight Attendant to retain, for verification purposes, the paid ticket receipt, as well as a carrier-printed standby boarding pass.
2. The Company shall keep the MEC President advised as to which carriers meet the requirements of paragraph B.1., above.

### **C. Listing for Travel**

1. The primary flight on which the Flight Attendant elects to list must be scheduled to arrive at the domicile no later than ninety (90) minutes in advance of their show time. The Flight Attendant must also list on at least one secondary flight scheduled to depart from the same airport later than the primary flight. This back-up flight must be scheduled to arrive no later than forty-five (45) minutes prior to their show time.
2. Any Flight Attendant commuting to duty must be listed in the computer reservation system as a non-revenue passenger. Such listing for flights shall be the sole responsibility of the Flight Attendant.
3. Flight Attendants may only list for travel on flights that have seats available for sale to the public. If requested by the Company within fourteen (14) days from the date on which the Flight Attendant provided the Company with the documentation referenced in sections D.7. or D.8., below, the Flight Attendant must provide documentation showing that there were seats available on the primary flight at the time they listed.

### **D. Travel and Notification Procedures**

1. Flight Attendants commuting to an assignment must arrive at the designated gate for the primary flight on which they are listed at least thirty (30) minutes prior to the scheduled

departure time of that flight or as otherwise set forth by a codeshare partner's check-in policy.

2. After arriving at the departure gate, if the Flight Attendant becomes aware of a delay/cancellation or the unavailability of a non-revenue passenger seat on their primary flight, they will immediately notify Crew Scheduling. The Flight Attendant will provide the flight number and departure time of their back-up flight(s) and discuss any other possible travel alternatives with the scheduler.
3. Following the delay or cancellation of the primary flight, the Flight Attendant will report to the departure gate of their back-up flight as soon as practical.
4. As soon as the Flight Attendant becomes aware that they will not be able to report for duty at or before their show time due to flight delays, cancellations, or non-revenue seat availability, they will immediately contact Crew Scheduling. If the scheduled flight that initially meets the commuter clause qualification diverts, preventing a Flight Attendant from reaching Crew Scheduling within the required timeframe, management will consider applying this commuter policy, provided the flight attendant has made every reasonable effort to contact Crew Scheduling as soon as possible.
5. The Flight Attendant will make every effort to report to the location at which they were scheduled to begin their duty as soon as possible following the flight cancellation, delay, or non-revenue seat availability. The Flight Attendant and Crew Scheduling may mutually agree to an alternate location to which the Flight Attendant will report.
6. A Flight Attendant is required to continue attempting to commute unless they would not arrive within four (4) hours of the release time on the last day of their original Trip. Nothing precludes the Company from releasing the Flight Attendant from this requirement.
7. When a commuting Flight Attendant fails to report for duty by the scheduled show time, they must provide a seat-request card, carrier-printed standby boarding pass, or completed Commuter Form. Documentation must be presented to the Company within fourteen (14) days. Electronic boarding passes are not acceptable.
8. If a commuting Flight Attendant elects to use jumpseat privileges for their primary and/or back-up flight and fails to report for duty by the scheduled show time, the Flight Attendant must provide documentation to the Company within fourteen (14) days. Electronic boarding passes are not acceptable.

#### **E. Reassignment Following a Missed Report Time**

1. Crew Scheduling will reassign a Flight Attendant to their original Trip, if practicable, or will reassign the Flight Attendant to another Trip or to reserve duty.
2. If the Flight Attendant's original Trip does not return to the domicile at any point during the Trip, they may be assigned to any other Trip or to reserve duty.

3. Nothing in this section shall prevent the Flight Attendant and the Company from mutually agreeing to any reassignment.
4. Any reassignment under this subsection shall be scheduled to end within three (3) hours of the Flight Attendant's original Trip. Flight Attendants shall not be entitled to Premium Pay for any reassignment made under this subsection.

#### **F. Compensation**

Flight Attendants who are unavailable for duty pursuant to the terms and conditions of this section will be off without pay. The Flight Attendant's minimum guarantee will be reduced by an amount equal to the scheduled flight time for all assignments missed.

#### **G. Commuter Policy Use and Credits**

1. A Flight Attendant who is unable to report for duty due to commuting, who has complied with all requirements of this Section, and has an available credit to use, shall not be subject to any disciplinary action as a result of their inability to report on time.
2. On their anniversary date, each non-probationary Flight Attendant will receive one (1.0) commuter-policy credit. In addition, each calendar quarter that a Flight Attendant (including probationary Flight Attendants) has perfect attendance, they will earn half a credit towards another use of the Commuter policy.
3. Flight Attendants may carry forward all unused credits into the next calendar year. The commuter credits will be placed in a bank for the Flight Attendant to use throughout the year, except that a Flight Attendant may use the commuter policy only once during the Holiday Period (November 15-January 15).
4. Each time the Flight Attendant uses the commuter policy, one (1.0) credit will be deducted from their bank. A Flight Attendant who does not have at least one (1.0) credit in the bank may not use the commuter policy to avoid an attendance occurrence, though they may still commute to work.
5. The Company may designate specific shift(s) that Flight Attendants may volunteer for that will restore one (1.0) credit to their bank. The credit will be in lieu of Premium Pay.

#### **H. Hotels**

1. A Flight Attendant who is eligible to use the Commuter Policy (i.e., a non-probationary Flight Attendant who is a declared commuter) may ask the Company to book a room at a Company-approved hotel at the lowest rate available to the Company for purposes of commuting to the Flight Attendant's base for an assignment. The request for a room will be made as soon as practicable, but no later than 1200 PHX the day prior to the requested hotel stay. Nothing herein precludes a Flight Attendant from requesting a hotel room with less notice, and that request will be considered, time permitting.

2. The hotel must be in the Domicile where the Flight Attendant is based and can be used the night before the Flight Attendant's scheduled Trip or reserve duty or in between a Flight Attendant's scheduled Trips or reserve duty.
3. The Company will make its best efforts to book the least expensive available room. If the least expensive available hotel room costs more than the Flight Attendant's stated maximum, the Company will not book the room and will notify the Flight Attendant accordingly.
4. When a room is booked, the Flight Attendant will be notified by email unless notification by phone is requested. The email will include the cost of the hotel.
5. At the Flight Attendant's request, the Company will pay for the hotel room. For each Company-paid room, the Company shall recover the cost through payroll deduction at the rate of \$25 per pay period until the debt has been satisfied.
6. A Flight Attendant may not have the Company book a commuter hotel room pursuant to this Section more than four (4) times per Bid Period and may be denied if they currently owe the Company \$300 or more for previous hotel bookings. If the Flight Attendant does not show, does not call to cancel the hotel in time to avoid cancellation penalties, or abuses the system, the following shall apply:
  - a. First instance: At the Company's discretion, (a) the cost to the Company of the hotel room will be deducted from the Flight Attendant's next paycheck (if the hotel room cost is \$50 or less) or in equal amounts over the next two paychecks (if the hotel room cost exceeds \$50), and (b) the Flight Attendant will be suspended from this hotel program for up to six (6) months.
  - b. Second instance: At the Company's discretion, (a) the cost to the Company of the hotel room will be deducted from the Flight Attendant's next paycheck, and (b) the Flight Attendant will be suspended or permanently barred from this hotel program.

**SECTION 29**  
**EMPLOYEE ASSISTANCE PROGRAM**  
**AND PROFESSIONAL STANDARDS**

- A. The Company and Union agree to work jointly in coordinating the services of the Employee Assistance Program (the AFA EAP contact information will be provided to Flight Attendants who contact the Company for assistance). Strict confidentiality will be maintained for all health/medical/EAP information. Every effort will be made to provide assistance to Flight Attendants who may have substance abuse or dependency problems and to encourage such Flight Attendants to voluntarily seek assistance.
- B. A Flight Attendant will not be disciplined for attending an alcohol or drug rehabilitation program. Sick leave and vacation may be used while seeking and/or obtaining treatment.
- C. At the Company's discretion when a conflict between co-workers is brought to the attention of the Company in the first instance, the Company may refer that issue and the Flight Attendants involved to the Professional Standards component of the AFA EAP. The referred Flight Attendant(s) will be encouraged to settle their conflicts in a reasoned no-fault manner. The traditional authority and responsibilities regarding proficiency and safety shall not in any way be altered by this agreement. Further, the Company agrees not to cite a Flight Attendant's involvement with the Professional Standards Program of the EAP in any subsequent disciplinary proceedings or work history but may cite any underlying disciplinary matter(s) (if any) or facts leading to such disciplinary matter(s) (if any) in any manner.
- D. The MEC President may request leave for Flight Attendants participating in the AFA EAP program.
- E. Critical Incident/ Emergency Response
  - 1. The Company critical incident stress management program and/or emergency response program shall include confidential peer support through AFA EAP (or its designee) to Flight Attendants who have been involved in or affected by an accident and/or incident.
  - 2. The Master Executive Council President will be incorporated into the Company's notification processes, trainings and procedures established in conjunction with the Company's Emergency Response Plan and/or Critical Incident Procedure.
- F. Critical Cabin Incident (CCI) Procedure
  - 1. Definition: A critical cabin incident is an actual evacuation, use of emergency equipment such as AED use, fighting a fire with a fire extinguisher, or performing CPR during a flight in which a Flight Attendant is involved during the course of their duty day while onboard the aircraft.
  - 2. Notification: The Company will notify the MEC President as soon as practical of a CCI outlined in F.1. above. Notification for additional situations, where appropriate, will be made.

3. A Flight Attendant must submit a Cabin Incident Report within 24 hours of the CCI.
- G. Catastrophic Event: In the event of a catastrophic event (i.e. hijacking, aircraft accident, physical attack, etc.), the following provisions shall apply:
1. The Flight Attendant will be released for a minimum of seven (7) calendar days with full Flight Pay. The PER Code will be used to remove a Flight Attendant from any Trip where a catastrophic event occurs. A PER removal will not count as an occurrence under the Company's attendance/ disciplinary policies. It will also not count as a break in perfect attendance.
  2. Should the Flight Attendant not be able to return home immediately, the company will absorb costs of lodging, meals and travel until they are able to return home and transportation is secured.
  3. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in a catastrophic event. The Company shall provide positive space, on or offline, transportation and lodging, free of charge, to a Flight Attendant's eligible family members (to include significant other, when applicable) as outlined in the Company's pass policy to and from the location of the Flight Attendant involved in the event. The Company will make its best efforts to accommodate individuals outside these criteria on a case-by-case basis. In the case of the death of a Flight Attendant, the Company shall arrange for the timely return of the body to the location requested by the family.
  4. The Flight Attendant will be provided with immediate medical attention, and to the extent possible, isolated from the media.
  5. The Company will promptly notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated.
  6. If the Flight Attendant feels they are unable to continue to perform their duties, they will be provided air transportation on the next available flight to their Domicile or upon request, the airport nearest their city of residence, unless a government entity requires the Flight Attendant to remain available for the investigation.
- H. Investigation Participation: A Flight Attendant requested or required by the Company or a government agency to participate in an accident or incident investigation or hearing involving a Company aircraft will be released from their schedule to do so, with pay protection, and will be furnished positive space transportation from their Domicile by the Company.
- I. Professional Standards
1. When a conflict between Flight Attendants or between a Flight Attendant and another co-worker is brought to the attention of the Company in the first instance, the Company may refer that issue and the Flight Attendant(s) involved to AFA EAP. The referred Flight Attendant(s) will be encouraged to settle their conflict in a reasoned no-fault manner.

2. The Company acknowledges that in order to be effective, Professional Standards activity must be and remain completely confidential within the AFA EAP system.
3. The Company also agrees not to cite a Flight Attendant's involvement with the Professional Standards Program of the EAP in any subsequent disciplinary proceedings or work history.

**SECTION 30**  
**DURATION**

- A. This Agreement shall become effective upon ratification, and shall continue in full force and effect until October 12, 2027, and shall renew itself without change each succeeding year 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 hereto, at least ninety (90) days prior to October 12, 2027, or any subsequent October 12.
- B. It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, its specific terms and conditions will supersede any specific terms and conditions of employment listed in Company handbooks, read files, or any other Company-issued correspondence.
- C. 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 the receipt of said notice.

Signature Page to Follow