



## **AGREEMENT**

BETWEEN

**OMNI AIR INTERNATIONAL, INC.**

AND THE

**FLIGHT ATTENDANTS**

IN THE SERVICE OF

**OMNI AIR INTERNATIONAL**

AS REPRESENTED BY

**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA**

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## SECTION 1

### RECOGNITION AND SCOPE

#### A. Recognition

Pursuant to the National Mediation Board Certification (R7298) dated October 26, 2011, Omni Air International (the "Company") hereby recognizes the Association of Flight Attendants-CWA, AFL-CIO ("the Union") as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended (the "RLA").

#### B. Scope

1. Except as otherwise provided in this Agreement, all Flight Attendant work performed on revenue flying on the Company's aircraft, whether leased to or owned by the Company or under the Company's operational control, including wet leases and contracting for other carriers or entities (government, military or commercial to other carrier or entities) shall be performed by Flight Attendants on the Flight Attendant System Seniority List.
2. Notwithstanding paragraph B.1, above, the Company may enter into the following contractual arrangements:
  - a. A customer contract or lease agreement for a Company or customer aircraft to be flown by Company pilots and staffed by flight attendants furnished by the customer or lessee (sometimes referred to as a "damp lease arrangement").
  - b. A wet lease of an aircraft from another operator to meet the Company's service requirements.
  - c. An interchange agreement with another carrier under which a Company aircraft is flown on specified routes utilizing cabin crews provided by the interchange partner.
  - d. A contract to supply Flight Attendants who meet specific customer contract requirements where such requirements cannot be met by Flight Attendants on the System Seniority List (e.g. language, physical capability, security clearance, etc.)

C. Alter Ego

The Company shall not establish an alter ego airline, nor shall it purchase an airline to operate it as an alter ego, where the purpose of such transaction is to evade the terms of this Agreement.

D. Successorship

The provisions of this Agreement shall be binding upon any successor to the Company unless or until changed in accordance with the provisions of the RLA. There shall be no restriction on the ability of the Company to lease, sell or otherwise dispose of its aircraft.

E. Foreign Bases

In the event the Company establishes a Base outside the United States or its territories, the Company will meet with the Union regarding any changes to the terms of this Agreement necessary to accommodate the foreign domicile. Consultation with the Union shall not delay the opening of a foreign Base.

F. This Agreement shall supersede all existing or previously executed Agreements by and between the Company and the Union or any other labor organization or individual with respect to the rates of pay, rules or working conditions specifically covered by the provisions of this Agreement in accordance with the provisions of the RLA. All subsequent agreements between the Company and the Union shall be reduced to writing and signed by their authorized representatives and become part of this Agreement.

G. Acquisition and Disposition of Company Aircraft

The determination of the type and number of aircraft to be operated pursuant to the Company's air carrier operating certificate shall be in the sole discretion of the Company. The Company may retire, sell, lease, or otherwise transfer aircraft to any entity.

H. Seniority Integration

1. In the event the Company purchases, absorbs, merges or otherwise acquires another air carrier or disposes of its operations, or is purchased, absorbed, merged or otherwise is acquired by another airline, which action affects the seniority rights of the Flight Attendants on the System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner, including, where appropriate, agreement through collective bargaining between Omni, the other airline, the Union and the representative of the flight attendants at the other airline.

2. The Inflight Operations will not be merged until:
  - a. The seniority lists of the two flight attendant groups are integrated in accordance with Section 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions and the aircraft operated by each pre-merger airline will be flown exclusively by the respective flight attendant groups of the respective pre-merger airline; and
  - b. The Company and the Union meet to negotiate an appropriate fence agreement for operations pending the merger.
3. In the event the flight attendants of the other airline involved in such transaction are also represented by the Association of Flight Attendants-CWA, AFL-CIO, the Company shall defer to the Union for integration which shall be accomplished in an expedited manner pursuant to the Union's Constitution and Bylaws, provided that the implementation of an integrated list shall not result in obligations more onerous than those already specified in this Agreement. Merging the seniority lists, pursuant to this paragraph will take no longer than eight (8) months from the transaction referenced in C.1. above.
4. Should the flight attendants of the other airline be unrepresented, the other airline shall select a three (3) person committee of its flight attendants to assist in the merging of the list.
5. Management will not accept or implement an integrated System Seniority List unless it has been established pursuant to this Section.

I. Management Flying

Qualified management employees may work any flight as a member of the crew where their presence is in excess of the minimum flight attendant staffing required by regulation. Additionally, qualified management employees may fly as flight attendants to protect flight schedules, conduct training, work demonstration flights or fulfill unique operational requirements.

J. Continuance of Operations

1. Except for the provisions in subsection K, below, during the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slowdown of operations. Likewise, during the same time period, the Company shall not cause, permit or engage in any lockout of its Flight Attendants.

2. Continuance of Governmental Charters During Job Action

In addition to subsection J.1, above, the Union agrees that the Flight Attendants shall continue to perform all duties which are necessary to enable the Company to operate flights for or in support of traffic sponsored by governmental agencies of the United States of America. There shall be no such restriction for Flight Attendants who perform duty affiliated with any commercial passenger or cargo airline service. When a dispute arises out of negotiations for a new contract, after the amendable date of this Agreement and/or during and after all procedures of the RLA have been exhausted, the Company shall submit to the Union prior to the commencement of any job action, written documentation of all flight(s) being operated under charter to an agency of the United States.

K. Protection from Discipline During a Legal Job Action

Notwithstanding any other provision of this Agreement, it shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action, if a Flight Attendant refuses to perform flight attendant duties as a replacement for flight attendants represented by the Union and who are engaged in a lawful work stoppage.

L. Expedited Arbitration

The parties agree to arbitrate any grievance filed by the Union or the Company alleging a violation of this Section 1 on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator shall be selected pursuant to Section 19 (Discipline, Grievances, and System Board) of this Agreement. The dispute shall be heard no later than thirty (30) days following the submission to the System Board of Adjustment (subject to the availability of the arbitrator), and shall be decided no later than thirty (30) days following submission, unless the parties agree otherwise in writing.

## SECTION 2

### DEFINITIONS

Active Service	Periods during which a Flight Attendant is available for duty, on vacation, paid leave of absence, on pay status or as otherwise provided for in this Agreement. Periods of absence of longer than thirty (30) days due to furlough, FMLA leave and unpaid leaves of absence do not constitute Active Service.
Agreement	This Collective Bargaining Agreement in its entirety, including any letters of understanding or addendum signed by the parties during the term of the Agreement.
AIMS	Airline Information Management System, a computer based crew scheduling system used by the Company.
Base	An airport that the Company has designated as a Flight Attendant Base.
Bid Line	A monthly schedule containing a combination of Scheduled Duty Days and Scheduled Days Off during a designated Bid Line Period.
Bid Line Award	Bid Line granted to a Flight Attendant as a result of her/his bid.
Bid Line Package	The totality of Bid Lines sufficient to schedule all Active Service Flight Attendants at each Base or TDY location and published under the terms of this Agreement.
Bid Line Period	One or more Bid Months covered by the Bid Line.
Bid Month	The period of time commencing with and including the first day of the month up to and including the last day of the month with the exception of January which shall commence on January 1 and end with January 30; February which shall commence with January 31 and end with March 1; and March which shall commence March 2 and end March 31.

Block Time	The period of time beginning when an aircraft moves from the ramp blocks for the intention of flight, and ending when the aircraft next comes to rest at the ramp blocks, at any point of termination, as recorded in the aircraft logbook.
Check Ride	A competency check to evaluate compliance with, and knowledge of, FARs and Company procedures.
Company	Omni Air International
CONUS	Contiguous United States.
Date of Hire	The date a Flight Attendant first successfully completes her/his OE. Used to calculate eligibility for group insurance and other employee benefits such as vacations, sick leave and other leaves of absence.
Deadhead Transportation (Deadhead or Deadheading)	The movement of a Flight Attendant from one duty reporting point to another or from a reporting point to a duty ending point at the direction of the Company while the Flight Attendant is not performing any assigned Flight Attendant duties. Deadhead Transportation may occur on a Company aircraft, via commercial flight, private charter flight, or surface transportation.
Deadheading Pay	The amount of pay credited to a Flight Attendant for Deadheading, calculated in conformity with Section 3 (Compensation).
Director of Inflight	The Company official given this title or her/his designee.
Displaced Flight Attendant	A Flight Attendant with insufficient Seniority to hold her/his Position following a Displacement.
Displacement	As used in Section 18 (Filling of Vacancies and Displacement), the reduction in the total number of Flight Attendant Positions causing one or more Flight Attendants to be surplus.
DOS	Date of Signing is the date this Agreement is ratified and signed into effect by the appropriate officials.

DOT Scheduled Service	Scheduled service operated pursuant to authority issued by the U.S. Department of Transportation.
Duty Day	Any consecutive 24 hour period, or fraction thereof, commencing at the scheduled or actual report time of any duty, whichever is the later, of the Flight Attendant and continuing until her/his release time upon completion of her/his Duty.
Duty On Times	The hour and minutes expressed in Zulu time denoting when a Flight Attendant's duty is scheduled to begin.
Duty Off Times	The hour and minutes expressed in Zulu time denoting when a Flight Attendant's Duty is scheduled to end.
Duty Pay	Pay credited to a Flight Attendant for the performance of Flight Attendant duties on an aircraft, and performing other compensable duties as specified in this Agreement.
Electronic Means	Communication delivered or received by fax, computer email, or other devices with a means of verification.
FAR	Federal Aviation Regulation
Flight Attendant	A person whose primary responsibilities include attending to passenger safety and comfort, who has completed training as prescribed by the Company and the Federal Aviation Administration (FAA), and who is qualified and certified as a flight attendant.
Initial Training	Training category for Flight Attendants who have no previous experience with the Company as a Flight Attendant.
Large Category Aircraft	Aircraft types with a MTOW of 220,000 pounds or greater.
Light Category Aircraft	Aircraft types with a MTOW of less than 220,000 pounds.

Longevity	A Flight Attendant's period of Active Service with the Company measured in twelve (12) month periods with each period comprising a year of Longevity. A Flight Attendant shall begin to accrue Longevity on her/his Date of Hire and continue the accrual during her/his Active Service with the Company. A Flight Attendant's Longevity shall be adjusted for leaves of absence, furloughs, or other periods of service inactivity provided for in this Agreement.
Management Flight Attendant	An individual who has trained and qualified in a Flight Attendant Position on a Company aircraft and serves in an officer, director, manager, instructor or supervisory position with the Company. A Management Flight Attendant may be listed on the System Seniority List but shall not be granted a Bid Line Award.
MPG	Monthly Pay Guarantee
OAG	The "Official Airline Guide" lists scheduled airline departure and arrival times.
Position	A Flight Attendant or Purser job covered by this Agreement.
Purser	A Flight Attendant who has been selected and trained to perform specified leader responsibilities as part of a Flight Attendant crew. Formerly known as "Lead".
Reserve Day	A twenty-four (24) hour period during which a Flight Attendant is on reserve assignment and prepared to report for duty upon two (2) hour's notification.
Rest Period	The span of time where a Flight Attendant is released to receive rest measured from the end of the duty/reserve assignment to the start of the next duty/reserve assignment.
Scheduled Day Off	Any consecutive 24 hour period free from all Company duty, beginning at the time specified on the Flight Attendant's monthly Bid Line and ending twenty-four (24) continuous hours later.

Scheduled Duty Day	Any consecutive 24 hour period listed as such on a Flight Attendant's Bid Line and on which she/he is expected to be available for duty.
Segment	A flight leg comprising part of a Trip.
Spouse	A person to whom a Flight Attendant has entered into a marriage relationship pursuant to the laws of the State in which the marriage takes place and which has not been terminated through divorce or other legal process.
Standing Bid	The list of preferences on file with the Company that represents the Flight Attendant's request for System Bid awards regarding Base and, if applicable, TDY.
System Bid	The method by which all Flight Attendants on the System Seniority List may utilize their Seniority to bid on Vacancies and exercise their Displacement preference in accordance with Section 18 (Filling of Vacancies and Displacement).
System Seniority	A Flight Attendant's position on the System Seniority List in relation to all other Flight Attendants on the System Seniority List.
System Seniority List	The list, in Seniority order, of all Flight Attendants employed by the Company.
Travel Local In Nature	Travel via surface transportation of a distance not exceeding fifty (50) statute miles.
Trip	A sequence of flights or other Duty that begin and end at the Flight Attendant's Base or TDY.
Union	The Association of Flight Attendants-CWA. Also known as AFA.
Vacancy(ies)	A Flight Attendant Position at a Base or TDY which the Company elects to fill and which shall be awarded or assigned in accordance with Section 18 (Filling of Vacancies and Displacement).



## SECTION 3

### COMPENSATION

A. Hourly Rates of Pay

1. Flight Attendant compensation during the term of this Agreement shall be based on the following hourly pay scale:

<b>Longevity</b>	<b>DOS</b>	<b>Dos+1</b>	<b>Dos+2</b>	<b>Dos+3</b>	<b>Dos+4</b>
1	19.67	19.87	20.07	20.27	20.57
2	22.35	22.57	22.80	23.03	23.38
3	25.30	25.55	25.81	26.07	26.46
4	26.03	26.29	26.55	26.82	27.22
5	26.77	27.04	27.31	27.58	27.99
6	29.71	30.01	30.31	30.61	31.07
7	30.60	30.91	31.22	31.53	32.00
8	31.54	31.86	32.18	32.50	32.99
9	32.47	32.79	33.12	33.45	33.95
10	33.44	33.77	34.11	34.45	34.97
11	35.11	35.46	35.81	36.17	36.71
12	36.17	36.53	36.90	37.27	37.83
13	37.26	37.63	38.01	38.39	38.97
14	38.38	38.76	39.15	39.54	40.13
15	39.53	39.93	40.33	40.73	41.34

2. New-Hire Flight Attendant Rates of Pay

A new-hire Flight Attendant shall commence employment with the Company upon the Flight Attendant's completion of her/his initial OE training ("Date of Hire"). Beginning with the first day of initial training and continuing to the Date of Hire, Flight Attendants shall receive a training stipend as determined by the Company. The Flight Attendant shall begin receiving the rate of pay specified in the above pay scale on the Flight Attendant's Date of Hire.

3. Changes in Hourly Rate of Pay

The pay scale for year one of this Agreement shall become effective at the start of the first payroll period following the DOS. Each subsequent general increase shall be effective at the start of the payroll period following the DOS anniversary date that triggers the increase. In a month in which a Flight Attendant has a Longevity increase in her/his hourly rate, it shall be applicable at the beginning of the Bid Line for the month in which the increase occurs.

4. Ratification Bonus

Each non-management Flight Attendant on the System Seniority List on the last day of the ratification voting period established by the Union shall receive the following lump sum payment within thirty (30) days following the DOS:

a.	0 through 4 years Longevity	\$1,000
b.	5 through 9 years Longevity	\$1,500
c.	10 plus years Longevity	\$2,000

For purposes of determining the bonus entitlement, Longevity shall be calculated as of the last day of the ratification voting period.

B. Monthly Pay Guarantee

1. A Flight Attendant who is available for work on each Scheduled Duty Day during a full Bid Month shall be eligible for a MPG of sixty-five hours (65:00) of pay at the applicable Hourly Rate. The Company may increase MPG hours for Bid Lines tailored to specific programs, TDY, or DOT Scheduled Service.
2. The following types of absences on a Flight Attendant's Scheduled Duty Days shall not result in any reduction in MPG for the Bid Month:
  - a. Paid Sick Leave
  - b. Bereavement Leave
  - c. Jury Duty
  - d. Union Leave for which the Company is reimbursed by the Union
3. A Flight Attendant who is unavailable for work on a Scheduled Duty Day for reasons not otherwise protected from loss of MPG by this Agreement, shall incur a reduction in MPG of 3.43 hours for each such Scheduled Duty Day.

4. In a Bid Month in which a Flight Attendant returns to work from a leave of absence or furlough and has not been awarded a Bid Line prior to return, her/his MPG shall be computed on the basis of 3.43 hours of pay for each Duty Day assigned during the Bid Month.

C. Pay Credit Hours

A Flight Attendant shall receive Pay Credit Hours ("PCH") as provided in this subsection.

1. Flight Time: When a Flight Attendant works a flight Segment as an assigned member of the cabin crew ("Live Flight Duty"), she/he shall receive PCH for the actual Block Time for the flight Segment on a one-for-one (1:1) basis (e.g., one (1) hour Block Time yields one (1) PCH).
2. Deadheading: When a Flight Attendant is engaged in Deadhead Transportation, she/he shall receive PCH on a one-for-two (1:2) basis (e.g., two (2) hours Deadheading time yields one (1) PCH).
  - a. Deadheading time on Company aircraft shall be computed on actual Block Time.
  - b. Deadheading time on commercial aircraft shall be computed on the scheduled departure and arrival times published in the OAG at the time of ticket purchase.
  - c. Deadheading time via surface transportation (not local in nature) shall be based on the scheduled time in transit unless the Scheduling Department is notified of a delay. No Deadhead pay shall be paid for local travel (50 statute miles or less).
3. Training: When a Flight Attendant is assigned to training other than Computer Based Training ("CBT") or as a new hire Flight Attendant in Initial Training, she/he shall receive 3.43 PCH for each day she/he actually receives training. There shall be no additional pay for training on a Flight Attendant's Day Off. Training administered while a Flight Attendant is in unpaid NQ status pursuant to Section 12 (Training) shall not be compensated.

4. CBT: A Flight Attendant shall earn and be credited one PCH for every two hours (1:2) required for successful completion of any Company directed CBT course. The Company will specify the time to be credited for each CBT. Should the Union believe that a CBT course is typically taking longer to complete than the credited amount, the Union and the Company will jointly review the CBT course to determine the accuracy of the time credited. If it is determined that the time allotted for the CBT course is improper, the credited time will be adjusted going forward. Earned PCH will be credited on the due date assigned by the Company for completion of the CBT course. No PCH credit will be given for CBT completed after the due date or for CBT administered for the purpose of remedial/requalification training.
5. Airport Standby Duty: Flight Attendants who perform Airport Standby Duty will be compensated at one PCH for every two (2) hours served, (e.g., two (2) hours Airport Standby time yields one (1) PCH).
6. Vacation: A Flight Attendant shall receive 3.43 PCH for each day of vacation taken on a Scheduled Duty Day. Vacation taken on a Scheduled Day Off shall be paid at 3.43 hours over MPG computed at the Flight Attendant's rate of pay at the time vacation is taken or paid in lieu of vacation.
7. Reserve: There shall be no PCH earned for Reserve on a Scheduled Duty Day covered by MPG.

D. Calculation of a Flight Attendant's Base Pay

For each Bid Month, a Flight Attendant shall receive the greater of MPG or cumulative PCH credited during the Bid Month pursuant to subsection C., above.

E. Compensation in addition to Base Pay

1. Call Out or Hold Over on a Scheduled Day Off: A Flight Attendant who is called out or held over on a Scheduled Day Off shall be compensated as follows:
  - a. A Flight Attendant who performs duty (flight duty, Reserve, Deadhead Travel, required rest outside of Base) during the Scheduled Day Off shall receive Two Hundred Dollars (\$200.00) plus the greater of 3.43 hours or actual hours derived from live flight duty and/or Deadhead, calculated in conformity with subsections C. 1. and 2. above.
  - b. No premium or overtime compensation shall be paid for training on a Scheduled Day Off.
2. Aircraft Cleaning: Where a Flight Attendant is assigned by the Company to clean the aircraft cabin in the absence of ground cleaning personnel, as

outlined in Section 23. B., of this Agreement, she/he shall receive a premium of Fifty Dollars (\$50.00) for fulfilling the assignment.

3. Catering Duty: Where Flight Attendants are required to store food and supplies involving at least one meal service, Ground Operations will approve a maximum of one Flight Attendant per galley to stow the catered food and supplies. Galley Flight Attendants designated by the Purser to perform this duty will receive a premium of Twenty-Five Dollars (\$25.00) for the duty period.
4. Galley Pay: Flight Attendants assigned to galley positions on wide body (two aisle) aircraft shall receive an additional One Dollar (\$1.00) for each block hour (pro-rated for partial block hours) actually flown on such trips.
5. Extended Duty Period: When a Duty Period consisting of solely Live Flight Duty, or a combination of front-end Deadhead Travel followed by Live Flight Duty without intervening Rest, exceeds eighteen (18) hours a Flight Attendant will receive the following premium for the Duty Period:
  - a. Duty Period of over eighteen hours (18:00) but not more than twenty hours (20:00) pays a Fifty Dollar (\$50.00) premium.
  - b. Duty Period over twenty (20) hours but not more than twenty-two hours (22:00) pays a One Hundred Fifty Dollar (\$150.00) premium.
  - c. Duty Period of over twenty-two hours (22:00) pays a Two Hundred Fifty Dollar (\$250.00) premium.
6. Canceled Duty: If a Flight Attendant reports for a flight at her/his Base and is released at Base due to a canceled flight, she/he shall receive one hour (01:00) of pay.
7. Duty During Delay/Enroute Stops/Post Arrival: When passengers remain onboard the aircraft and are unable to deplane for more than one hour (01:00), Flight Attendants will receive pay at the applicable rate for the period of time spent on board with passengers.
8. Nothing contained herein shall prohibit the Company from paying additional compensation to Flight Attendants assigned to specific programs, schedules, TDY, or Base locations.

F. Purser Premium Pay

When assigned to Purser duties or holding a Purser line, a Flight Attendant shall receive the following premium pay:

1. Large Category Aircraft:
  - a. A premium of Four Dollars (\$4.00) per hour added to the Purser's hourly rate.
  - b. A premium of One Dollar Twenty-Five Cents (\$1.25) per hour for all time away from Base while on assigned trips.
2. Light Category Aircraft:
  - a. A premium of Two Dollars (\$2.00) per hour added to the Purser's hourly rate.
3. A Flight Attendant who upgrades to Purser shall receive the Purser premium added to her/his PCH on flight segments where she/he performs the Purser duties.
4. A Purser who works on her/his Day Off in the capacity of a Flight Attendant with no Purser duties, shall receive no premium pay under this subsection.

G. Payroll Procedures

1. A Flight Attendant's normal monthly pay shall be disbursed in two (2) payments. The first disbursement shall be made on the fifteenth (15th) day of each calendar month, and the second disbursement shall be made on the last day of each calendar month.
  - a. The disbursement on the fifteenth (15th) day of the month shall include:
    - i. Fifty percent (50%) of the Flight Attendant's MPG for the current Bid Month;
    - ii. All additional pay, if any, the Flight Attendant earned during the preceding Bid Month that is paid in excess of MPG for the preceding Bid Month;
    - iii. Per Diem earned during the previous pay period; and
    - iv. Pay for vacation or sick leave taken during the preceding Bid Month

- v. Pay for overtime earned by reason of the Flight Attendant having worked on Scheduled Days Off during the preceding Bid Month.
    - vi. Any adjustment to the prior Bid Month's MPG based on a Flight Attendant's unavailability for duty on all Scheduled Duty Days.
  - b. The disbursement on the last day of the month shall include:
    - i. The remaining fifty percent (50%) of the Flight Attendant's MPG for the current Bid Month; and
    - ii. Per Diem from the previous pay period.
- 2. All premium compensation earned by a Purser, or a Flight Attendant performing Purser duties, shall be paid on the 15th day of the month for the preceding Bid Month.
- 3. All compensation shall be calculated in United States dollars. Flight Attendants shall have their paychecks direct deposited. Earning statements will be made available on the Company's intranet.
- 4. At the Flight Attendant's request a pay shortage of one hundred dollars (\$100) or more will be rectified by the Company within five (5) business days or less via direct deposit.

## **SECTION 4**

### **SAFETY AND HEALTH**

#### **A. Union Safety Committee**

1. The Company shall recognize the Union's Safety and Health Committee comprised of Flight Attendants from the System Seniority List.
2. The Company shall consider the recommendation of the Safety and Health Committee in all matters affecting the safety and health of the Flight Attendants.
3. Upon request, the Company shall meet with the Safety and Health Committee to address important issues. The meeting may be by teleconference and shall not interfere with Company operations.
4. The Safety and Health Committee may actively participate in the Company's existing safety program and shall appoint one member to meet with the Company during the regular meetings of the Company's Safety Council. Participation may be by teleconference. The Union shall, on written request from the Company, replace any person designated by the Union to serve as a representative to the Safety Council who fails to attend two consecutive meetings of the Safety Council, unless she/he was unable to do to her/his flight schedule.
5. Each member of the Safety and Health Committee who is appointed to interact with the Company Safety Council shall be a Company employee who is required to successfully complete annual Safety Management System training provided by the Company. Union Business leave will be granted to employees appointed to attend the training in accordance with Section 8 (Union Business). The cost of traveling to/from the training and associated expenses will be paid by the Union.

#### **B. Emergency Response**

1. The Company shall include the MEC President or designee and the MEC Air Safety Chairperson on the Company's Aviation Disaster Response Plan call list and shall provide the Union with a copy of the Company's Aviation Disaster Response Plan. The Union shall maintain the confidentiality of the Plan and shall not release information from the Plan without the prior written consent of the Company or as ordered by a court or administrative agency with jurisdiction to require production of the Plan or information contained in the Plan.
2. The Company shall notify the MEC President or designee as soon as possible of an incident or accident as defined by the NTSB involving Company aircraft where Flight Attendants are on board.

3. The Company shall notify the MEC President or designee as soon as possible after it is made aware that a Flight Attendant has sustained a serious injury during the performance of her/his duties or on an overnight, or has been a victim of a crew member assault.
4. A Flight Attendant who reports that she/he is unfit to perform her/his duties due to having been involved in (a) an aircraft accident as defined by the NTSB, or (b) a serious incident onboard an aircraft operated by the Company shall, upon request, be released from the remainder of her/his current flight sequence, up to a maximum of three (3) days, with no loss of MPG. Depending upon the circumstances of the request to be relieved from duty, the Company may elect to return the Flight Attendant to her/his Base or provide accommodations in a Company provided hotel until the Flight Attendant is able to return to flight duty or engage in normal Deadhead travel to her/his Base. As used above, a "serious incident onboard an aircraft operated by the Company" is one involving any of the following:
  - a. Serious injury to the Flight Attendant which prevents her/him from performing her/his normal flight duties;
  - b. Actual passenger evacuation involving the use of safety equipment;
  - c. In-flight fire onboard resulting in injury to the Flight Attendant;
  - d. Physical violence directed toward the Flight Attendant which involved injury to the Flight Attendant, and involved the assistance of local or federal or law enforcement officers;
  - e. Recognized rapid decompression resulting in the drop of oxygen masks in the cabin;
  - f. Severe turbulence resulting in injury to the Flight Attendant.
5. If requested by a Flight Attendant who has been incapacitated in either an Aircraft Accident as defined by the NTSB or a serious incident as defined in subsection 4, above, the Company shall promptly notify the emergency contact designated by the Flight Attendant injured in the incident or accident. If appropriate, the Flight Attendant will be positioned to her/his Base as soon as possible following debrief of the situation. If a Flight Attendant covered by this subsection is seriously injured requiring hospitalization in excess of seventy-two hours (72:00) at a location outside of the United States, upon request, the Company will arrange personnel to minister to the non-medical needs of the injured Flight Attendant or at its discretion may offer transportation to a family member of the Flight Attendant to render such assistance.

C. NTSB Accident/Incident Investigation Involving an Aircraft with Flight Attendants on Board

1. Upon request by the Union, the Company will, as soon as practicable drop the trips/reserve days of one (1) Flight Attendant designated by the MEC President in order for her/him to participate in an NTSB accident/incident investigation involving a Company aircraft. The cost of the participation shall be borne by the Union.
2. Union representatives who are Active Service employees of the Company will be allowed onboard any aircraft sent by the Company to an accident/incident investigation, if space is available.
3. A Flight Attendant requested or required by the Company, NTSB or official government agency, or court of law to be interviewed or questioned regarding an Aircraft Accident or Aircraft Incident investigation shall be released from her/his schedule on the affected days and shall be furnished free transportation by the Company and shall suffer no loss of MPG.
4. For purposes of this Section the terms "Aircraft Accident" and "Aircraft Incident" shall be as defined by the NTSB.

D. Flight Attendant Health

1. A Flight Attendant will be required to assist but not lift a non-ambulatory passenger.
2. The Company will provide a Universal Precaution Kit (UPK) to assist Flight Attendants with cleaning up emissions of passengers while inflight.
3. The Company shall notify Flight Attendants upon confirmation of any work related environmental hazard to which they may be exposed. The MEC President, or designee, shall also be notified.
4. For use onboard, a Flight Attendant will be provisioned with latex-free gloves at Company designated ground operations provisioning location.

E. General

1. The Company shall notify the MEC President or designee before initiating a major change in service or galley configuration.
2. Upon written request from the Union, the Company will make available for review Material Safety Data Sheets or equivalent for all hazardous chemicals used to clean, disinfect, exterminate, seal or otherwise treat aircraft interiors.

3. The Company's response to assaults and/or unlawful interference involving crewmembers shall be in accordance with the Corporate Security Manual, a copy of which will be provided to the Union upon request.
4. Where the Company has knowledge prior to boarding, Flight Attendants working flights with passengers requiring non routine service or attention (e.g., prisoners, dignitaries, evacuees) will be briefed prior to boarding.
5. If a specific and credible bomb threat is received by the Company, a Flight Attendant shall not be required to perform a bomb search, other than in-flight, and shall not be required to remain on board an aircraft during such a search, as long as it does not conflict with any security directives.
6. The Company will notify the MEC President or designee as soon as possible upon receipt of information from the U.S. State Department and/or military regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at locations into which they are required to fly.

## SECTION 5

### INSURANCE AND OTHER BENEFITS

#### A. Life Insurance

##### 1. Basic Life Insurance

The Company shall provide each Flight Attendant with term life insurance, effective on the first of the month following ninety (90) days from the Flight Attendants Date of Hire. The Company shall pay one hundred percent (100%) of the premium for this coverage. Coverage shall be in the amount of Fifty Thousand Dollars (\$50,000).

##### 2. Accidental Death and Dismemberment

In addition to the basic life insurance benefit, the Company shall provide each Flight Attendant with an accidental death and dismemberment (AD&D) benefit effective on the first day of the month following ninety (90) days from the Flight Attendant's Date of Hire. The Company shall pay one hundred percent (100%) of the premium for this coverage. Coverage shall be in the amount of Fifty Thousand Dollars (\$50,000).

##### 3. Supplemental Life Insurance

The Company may offer for purchase at the Flight Attendant's expense supplemental term life insurance up to six times (6x) the Flight Attendant's annual salary up to a maximum benefit of One Hundred Fifty Thousand Dollars (\$150,000). The Company may also offer for purchase, at the Flight Attendant's expense, dependent supplemental term life insurance up to Seventy Five Thousand (\$75,000) of spousal coverage and a maximum of Ten Thousand (\$10,000) per eligible child.

#### B. Group Health Coverage

Flight Attendants and their eligible dependents shall continue to participate in the comprehensive group health program including medical and hospitalization, dental and vision plans provided to the general population of Company employees who are not covered by a collective bargaining agreement. The benefit options provided to Flight Attendants, spouse and dependents shall be identical to those benefit options offered to the general population of Company employees who are not covered by a collective bargaining agreement, except where otherwise provided in this agreement.

The following will apply to the coverage afforded Flight Attendants:

1. Flight Attendants shall be eligible to participate in the Plans beginning on the first day of the month following sixty (60) days after their Date of Hire, unless an earlier date is required by law.
2. Any increase or decrease in employee contributions toward specific categories of coverage (e.g. employee only, employee plus family, etc.) or change in benefit terms for the general population of Company employees who are not covered by a collective bargaining agreement shall be applied to the Flight Attendants.
3. The Company shall meet with the Union annually, or as needed, upon request to review any problems in the administration of the Plans. Such meeting may occur via teleconference. The Union will be consulted regarding any future changes in the Plans that materially reduce benefits or increase the contributions required of Flight Attendants. Any proposed changes to the Plans shall be preceded by a review of the current Plan design analysis of claims, history and consideration of proposed alternatives suggested by the Union. However, Plan Administrator shall retain the final authority and discretion to implement changes to the Plans.
4. A furloughed or separated Flight Attendant shall continue to receive Company provided insurance benefits as provided in this Section through the end of the calendar month in which a furlough or separation commences. Coverage may be continued pursuant to COBRA at the Flight Attendants expense provided the Flight Attendant satisfies all COBRA continuation requirements.
5. During any unpaid leave or suspension that is less than 30 days, the Company will maintain the Flight Attendant's health-care benefits. The Flight Attendant's normal contributions for all health-care coverage must continue to be paid by the Flight Attendant during the leave period. It is the Flight Attendant's responsibility to make sure that her/his medical coverage payments are remitted to the Company in a timely manner.
6. During periods of approved FMLA, the Company will maintain health-care benefits. The Flight Attendant's normal contributions for all medical coverage must continue to be paid by the Flight Attendant during the leave period. It is the Flight Attendant's responsibility to make sure that her/his medical coverage payments are remitted to the Company in a timely manner. The FMLA regulations allow the Company to cancel an employee's medical coverage if the employee's required contribution is more than thirty (30) days late.

7. Any improvements to the Plan or reduction in cost of the Plan, deductibles or any other monetary component of the Plan extended to any employee group not covered by a CBA will apply to Flight Attendants.
8. The Annual Deductible paid by a Flight Attendant under the medical plan shall be One Thousand Dollars (\$1,000). Reimbursement up to a maximum of Five Hundred Dollars (\$500) on an annual basis will be paid after the first Five Hundred Dollars (\$500) is paid by the Flight Attendant. An explanation of benefits from the insurance administrator or health care provider must be submitted to payroll before February 15th to receive the reimbursement for the previous year.
9. The Company may offer a High Deductible Health Plan ("HDHP") in conjunction with a Health Saving Account ("HSA") feature that will not be eligible for the Annual Deductible reimbursement of up to Five Hundred Dollars (\$500.00) as specified in 5.B.8 above. HDHP participants will be eligible for a reimbursement of up to Five Hundred Dollars (\$500.00) of out-of-pocket payments for covered services incurred after the annual deductible associated with the HDHP has been fully paid.

C. Long Term Disability

The Company shall provide to Flight Attendants covered by this Agreement, Company paid long term disability ("LTD") insurance effective on the first of the month following One (1) year from the Flight Attendant's Date of Hire. The LTD benefit shall be consistent with the coverage provided to Company employee groups not covered by a CBA, receiving paid LTD benefits.

D. Maintenance of Plans

Upon request, the Company shall provide the Union with copies of Summary Plan Descriptions covering each benefit component of its group health plans, 401(k) plan, life insurance and LTD plans. The Company reserves the right to change administrators and insurers as it deems advisable.

## E. Retirement Savings Plan

Flight Attendants will receive detailed information about the 401(k) plan, as well as the enrollment forms shortly before their eligibility date.

1. A separate Retirement Savings Plan (401(k)) shall be initiated for Flight Attendants covered by this Agreement. The Plan shall be designed to provide for an annual Company matching contribution in the amount of thirty percent (30%) of a Flight Attendant's contribution to the Plan up to a maximum of five percent (5%) of the Flight Attendant's gross wages. For example, if a Flight Attendant earns Forty Thousand Dollars (\$40,000) per year and contributes Three Thousand Dollars (\$3000) to the Plan, the Company's matching contribution would be Six Hundred Dollars (\$600). Should the Company increase its matching formula in a Retirement Savings Plan (401(k)) applicable to employees not covered by a CBA, the formula in the Flight Attendant Plan will be similarly increased.
2. Flight Attendants shall be eligible to participate in the Plan by making employee contributions from wages effective on the first day of the calendar quarter beginning six (6) months after the Flight Attendant's Date of Hire. Company matching contributions shall begin to accrue on the first day of the month following the Flight Attendant's first Date of Hire anniversary.
3. Company contributions shall vest at the rate of twenty percent (20%) per year beginning with the Flight Attendant's second Date of Hire anniversary and become fully vested upon the Flight Attendant's sixth Date of Hire anniversary.
4. Subject to applicable ERISA regulations, the Plan shall be designed to provide an option for a participant to direct the investment of her/his retirement account and a provision that upon termination of employment, a Flight Attendant may request and receive a distribution of vested funds in her/his account. The Company reserves the right to amend the Plan to conform to applicable regulations and to change the trustee as it deems advisable.
5. The Company and Employee contributions will be made to the plan no later than the fifth (5th) day after pay day.
6. A Flight Attendant will be able to view her/his Plan and make changes to her/his investments online.
7. One representative from the Union shall be represented on the Company's 401(k) Committee. Participation in committee meetings may be by teleconference.
8. In addition to the matching funds specified above, Flight Attendants shall be eligible for receipt from the Company of discretionary profit sharing

distributions on the same basis as non-represented employees of the Company.

F. Interline/Non-Revenue Travel

Flight Attendants and their eligible dependents shall be provided the same interline/non-revenue travel privileges as extended to the Company's workforce as a whole. Flight Attendants and their family members utilizing this benefit must comply with all requirements of the Company and the carrier providing the transportation.

## SECTION 6

### EXPENSES

#### A. Per Diem

1. Domestic per diem shall be One Dollar and Sixty-Seven Cents (\$1.67) per hour beginning at the report time at the Flight Attendant's Base (or other point of report) and concluding at the time she/he is returned to the Flight Attendant's Base (arrival time plus applicable debrief), or at time of release when a Flight Attendant's request to be released from duty at a location other than her/his Base is granted, at the end of a trip or duty sequence within the contiguous United States.
2. International per diem shall be Two Dollars and Seventeen Cents (\$2.17) per hour. International per diem shall begin at the report time for the first international segment of a flight and conclude at the time the Flight Attendant arrives back at a domestic United States location, except that any Trip that begins in the contiguous United States and involves an international layover of less than six hours (06:00) before ending back in the contiguous United States shall be paid at the domestic rate.
3. The Company may, from time to time, and at its sole discretion, elect to set a per diem rate greater than what is set forth in A.1. and A.2. above for certain destinations or TDY locations. The period of time that such greater rate may apply for a specific destination or TDY locations shall be determined by the Company.

#### B. Parking

The Company will pay toward Company designated long-term parking at a Flight Attendant Base as specified below. The time periods delineating the various payment categories are calculated from a Flight Attendant's Date of Hire.

During year 1 - monthly fee over \$25.00  
During year 2 - monthly fee over \$20.00  
During year 3 - monthly fee over \$15.00  
During year 4 - monthly fee over \$10.00  
During year 5 - monthly fee over \$ 5.00  
Thereafter - entire monthly fee

### C. Passports, Visas, and Required Inoculations

1. The Company will reimburse Flight Attendants the cost for one necessary non-expedited renewal of a U.S. passport during the life of this Agreement. For Flight Attendants holding a foreign passport, the Company will provide an equivalent amount for renewal of a foreign passport. In addition, the Company will reimburse Flight Attendants up to Fifteen Dollars (\$15.00), with receipt, for required passport renewal photos if photo cannot be taken by the Company.
2.
  - a. The Company will pay for all required inoculations and any required special work permits.
  - b. A Flight Attendant will not be required to receive any inoculations which her/his doctor certifies in writing that she/he should not receive.
3. The Company will pay for and obtain all required visas and reimburse the cost of visa photos. Notwithstanding this provision, should the visa application require information about a Flight Attendant which is unknown by the Company, it may be necessary for a Flight Attendant to obtain that visa. She/he may use the Company credit card or submit the expense for reimbursement.
4. No Flight Attendant will be disciplined for issues involving passport, visa or background problems, provided she/he has taken all reasonable measures to prevent issues in a timely manner. The Company may remove the Flight Attendant from duty and place her/him in non-pay status until the Flight Attendant possesses all required passports and/or visas or has cleared any background problems.

### D. Layover Transportation

1. The Company shall provide for work-related transportation between aircraft and lodging facilities when such transportation is not provided by the lodging facility. The Company will make every effort to pre-arrange transportation; however, in the event it is not feasible to make these arrangements, on a case-by-case basis the Flight Attendant will be allowed to utilize locally obtained transportation (e.g. taxi) after first contacting the Scheduling Department. Upon presentation of a receipt for the transportation, the Company shall reimburse the Flight Attendant for the cost of such transportation. Such expenses should be submitted to an Inflight Support Coordinator for reimbursement processing.

2. No Flight Attendant will be required to wait more than forty-five (45) minutes after block-in for Company arranged or complimentary transportation to a layover hotel. If the transportation arranged by the Company or the hotel does not or cannot arrive at the designated pick up point within forty-five (45) minutes, the Purser (or Flight Attendant in the event there is no Purser) may obtain transportation (e.g. taxi or limo) for the entire crew, after advising the Scheduling Department of the transportation problem. The Company will reimburse the Flight Attendant for expenses incurred for such transportation, as outlined in the previous paragraph. Such expenses should be submitted to an Inflight Support Coordinator for reimbursement processing and will be paid on the second check for the Bid Month following the Bid Month in which submitted.

E. Luggage Policy for Commercial Travel

1. Normal Baggage Allowance: The Company will pay the cost of one (1) checked bag with a maximum weight of 50 lbs. (22.68 kg), one carry-on bag up to 40 lbs. (18.14 kg) and one personal item such as a city tote or computer bag. If a crewmember chooses to carry baggage in excess of this allowance, the extra charges incurred will be at her/his expense.
2. Flight Attendants are issued a credit card to pay for checked luggage charges. When traveling on Omni paid commercial travel, Flight Attendants use their Company issued card to pay for authorized checked luggage charges. Charges for luggage above the authorized limits will be at the Flight Attendant's expense.
3. The number and weight of baggage for which the Company will be financially responsible for bag charges is the same for International and domestic travel. Luggage policies differ considerably for each international carrier. In situations where passengers are allowed a maximum of one (1) carry-on bag, the Company will cover the cost for the second checked bag.

F. Hotel Accommodations

1. The Company will provide Flight Attendants single occupancy hotel rooms. When the Company must deviate from this standard, it will provide an explanation of the circumstances that prevented compliance with the standard. The Company will make its best effort to provide accommodations for all Flight Attendants in safe, clean, quiet hotels with adequate eating facilities in the hotel or nearby. The Company will also make its best effort to avoid smoking rooms, first floor accommodations and telephone deposits when contracting accommodations.

2. The Company is only responsible for the room rental cost and tax. A Flight Attendant shall notify the Company in advance of hotel check-in time if she/he does not intend to use the hotel accommodations arranged by the Company.
3. It is recognized that some accommodations on military or other government trips may not meet the requirements outlined above due to availability or security (i.e. staying in military facilities). However, no Flight Attendant will be required to share rooms or bathrooms with a member of the opposite gender.
4. A Flight Attendant is responsible for paying for the incidentals she/he charged to a room at the time of departure from the hotel. If the Company receives a bill from the hotel that includes an outstanding balance from a Flight Attendant's hotel stay, that Flight Attendant shall be given a copy of the bill in order to verify the charges. The Flight Attendant may contact the hotel directly to pay for the charges or she/he may have the charges deducted from her/his next paycheck. The Flight Attendant must present documentation within fifteen (15) days that the charges have been paid or resolved or the charges will be deducted from her/his next paycheck.
5. No Flight Attendant will be required to give her/his personal credit card to the hotel upon checking in. Should a hotel insist as a condition of check-in that a card be presented, the Flight Attendant should comply and advise the Travel Department of the hotel's actions. Charges applied to the card for incidentals normally paid for by the Company shall be reimbursed to the Flight Attendant upon presentation of documentation.
6. While the selection of hotels remains a management decision, the Company will work with the Union's Hotel Committee to assess hotels utilized by the Company on an ongoing basis.
7. A Flight Attendant may fax her/his bid from an overnight hotel at the Company's expense if the website is not accessible or the internet is not provided at the hotel or is not free of charge. The Flight Attendants staying at the hotel shall make every effort to coordinate the faxing of the bids.
8. Where a Flight Attendant is assigned to a duty day of 16 hours or more, the Company will where possible provide a hotel room or access to a lounge for any scheduled break of five hours (05:00) or more, or if maintenance delays are expected to exceed five hours (05:00). All requests for hotel or lounge must be directed to the Scheduling Department via telephone or CrewNet.

- G. Airline or hotel points/mileage earned while on a commercial flight or layover, including TDY, shall be the property of the Flight Attendant. Nothing contained herein shall limit the Company's right to negotiate commercial travel and hotel rates which exclude points/mileage awards. Any taxes assessed on such points/awards are solely the responsibility of each Flight Attendant.
- H. Within One Hundred and Twenty (120) days of the ratification of this Agreement, the Company shall enroll the Flight Attendants in the Known Crewmember Program at Company expense.

## **SECTION 7**

### **MANAGEMENT RIGHTS**

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Flight Attendant workforce. Such rights include, without limitations, 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 upgrading or other promotions; to establish rules of conduct; to discipline or discharge employees for just cause including, but not limited to, any work stoppage or other job action that violates the terms of this Agreement, 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 workforce; to furlough and recall; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one Base to another; 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 8**

### **UNION BUSINESS**

**A. Union Notices:**

1. The Union shall be allowed to post Union notices initialed by authorized Union officials on bulletin boards provided by the Union at all Flight Attendant Bases where the Company maintains an office open for access by Flight Attendants. Items posted on the Union Bulletin Board will not contain derogatory or inflammatory remarks about the Company.
2. The Company shall permit Union-authorized and initialed notices to be placed in each Flight Attendant's V-File. Such notices will not contain derogatory or inflammatory remarks about the Company.

**B. Union Access to Training Class:**

A Union representative shall be permitted to speak to each new hire class of Flight Attendants during the initial training period at the end of a training day for one hour (01:00) or at some other mutually agreeable time.

**C. Union Business Leave:**

1. The Company shall drop Trips/Duty Days for up to three (3) members of the Negotiating Committee during periods of negotiations, and a maximum of two (2) Flight Attendants each month designated by the Union for other forms of authorized Union business. Union Business Leave ("UNBS") drop requests specifying the identity of the Flight Attendant(s) and the requested days off, including any travel days, must be submitted in writing prior to the bid closure date, if possible, for the Trips/Duty Day drops to be taken during the following Bid Month. In the case of requests submitted later than the bid closure date, the Company will make every effort to grant the UNBS but it may be denied if staffing needs make the leave impractical.
2. The Company will work with the Union and Flight Attendant, if requested, to move reserve days around in a Flight Attendant schedule or alter a Trip prior to dropping Trip(s) or Reserve Day(s) for UNBS, if possible.

3. Where the requested UNBS will occur during a future scheduled Trip or block of Duty Days, the Trip or block of Duty Days will be dropped in its entirety. A Flight Attendant will be placed on Reserve on the day(s) of the original Trip or block of Duty Days that are not needed for UNBS. However, where as a result UNBS the Flight Attendant would have remaining a block of three (3) or less consecutive Reserve Days and the Flight Attendant is domiciled at a Base where the scheduled flying will not accommodate blocks of three (3) or less Reserve Days, the Company may require as a condition of approval of the UNBS that the block of three (3) or less Reserve Days be added to the UNBS and compensated by the Union in conformity with this Section.
4. Where the UNBS occurs after a Trip has begun, the Company will release the Flight Attendant from duty for the UNBS. Upon her/his release from duty, the Company will have no obligation to transport the Flight Attendant via commercial travel to her/his Base or other location. However, she/he may travel back to Base or another location on a ferry flight providing non-operating personnel are permitted, or, on a live flight where space is available and permitted by the customer.
5. Where UNBS has been granted and is cancelled in whole or in part by the Union prior to having been taken, the Company will reassign the Flight Attendant to an available duty assignment or Reserve. If the Flight Attendant is not utilized while on Reserve on any of the affected days, the days will be treated as paid UNBS leave subject to reimbursement by the Union.
6. When a Flight Attendant is unavailable due to UNBS on days she/he was scheduled for Duty, she/he will receive full pay and credit at the Flight Attendant's hourly rate for the Flight Attendant's Bid Trips or four (4) hours per day whichever is greater.
7. The Company shall invoice the Union for the wages paid pursuant to subsection C.6, above, together with a fringe benefit override of Twenty-eight and one half percent (28.5%) to offset payroll taxes and benefits.
8. The Company shall invoice the Union within forty-five (45) days after the end of the month in which the UNBS occurred. The Union agrees to reimburse the Company within thirty (30) days after receipt of the Company's invoice.

D. Designation of Union Representatives:

The Union shall advise the Company in writing of the names of Flight Attendants that it has designated as Union representatives and such designation shall remain in effect until revoked by written notice from the Union.

## SECTION 9

### MEDICAL EXAMINATIONS

#### A. Medical Examinations

1. If the Company has reasonable cause to question a Flight Attendant's medical fitness, the Company may require the Flight Attendant to submit to an examination or medical test. When a medical examination is required, the Flight Attendant shall be notified in writing of the reason. The examination may be by a Company designated physician and the Flight Attendant shall be furnished with a copy of the physician's report. The cost of such a Company required examination or test shall be paid by the Company.
2. A Flight Attendant who is required to submit to an examination or medical test pursuant to subsection A.1 above, shall be removed from line flying and shall suffer no loss of MPG prior to such examination.
3. A Flight Attendant who is found by a Company designated physician able to perform the Flight Attendant duties shall be returned to line flying.
4. Should the Company's physician determine the Flight Attendant is unable to perform the Flight Attendant duties, the Flight Attendant shall thereafter be entitled to use accrued sick or vacation leave. Thereafter, the Flight Attendant shall be placed on a medical leave of absence pursuant to Section 11 (Leaves of Absence). Should the Flight Attendant dispute the findings of the Company's physician, she/he may request a final resolution under the Medical Review Process defined below.

#### B. Medical Review Process

1. Any Flight Attendant who disagrees with the results of a Company medical evaluation may, at her/his option, have a review of her/his case in the following manner:
2. Within seven (7) days of receipt of the medical evaluation, employ a second qualified physician of her/his own choosing, and at her/his own expense, for the purpose of conducting a medical examination for the same purpose as the original medical examination.
3. A copy of the findings of the physician chosen by the Flight Attendant shall be furnished to the Company Medical Coordinator within seven (7) calendar days of receipt by the affected Flight Attendant from her/his physician. In the event that such findings verify the findings of the physician employed by the Company, no further medical review of the case shall be afforded.

4. In the event the findings of the second physician chosen by the Flight Attendant disagree with the findings of the physician employed by the Company, the Company shall, at the written request of the Flight Attendant, within seven (7) calendar days of such disagreement, ask that the two (2) physicians agree upon and appoint a third, qualified and disinterested physician, preferably a specialist, for the purpose of making a further medical examination of the Flight Attendant.
  5. The neutral physician shall then, as soon as practical, make a further examination of the Flight Attendant in question and the case shall be settled on the basis of the neutral physician's findings. Copies of such physician's report shall be furnished to the Company and the Flight Attendant as soon as practical.
  6. The expense of employing the neutral physician and the reasonable travel and lodging expenses directly related to such examination shall be borne equally by the Flight Attendant and the Company.
  7. Should it be determined that a Flight Attendant was inappropriately held out of service as a result of the medical examination requirements, the Flight Attendant would be paid retroactively for the time lost in an amount equal to the MPG she/he would have earned had her/his flight status been uninterrupted and any sick and/or vacation time used for this purpose will be restored.
- C. Nothing contained in this Section shall prevent the Company from requiring a Flight Attendant to provide a release to return to work from her/his treating/examining physician following an absence from duty, or a medical referral while on a duty assignment, caused by a Flight Attendant's report of illness/injury.

## SECTION 10

### SICK LEAVE

#### A. Sick Leave Credit

1. Sick leave credit shall be granted on an annual basis for a Flight Attendant on her/his anniversary date (or adjusted anniversary date, if applicable) in accordance with the following schedule:

Less than 1 year	0
1 thru 5 years	5 days
6 years and over	6 days

Beginning with the fourth (4<sup>th</sup>) year of this Agreement, those employees with six (6) or more years of Active Service shall receive seven (7) days of paid sick leave.

2. For purposes of this Section, fifteen (15) or more days of Active Service shall constitute a full month of service.
3. Family and Medical Leave Bank ("FML Bank")
  - a. A Flight Attendant's unused sick leave will be transferred to her/his FML Bank on her/his anniversary date (or adjusted anniversary date, if applicable)
  - b. The FML Bank will be capped at seventy-five (75) days. In the event a Flight Attendant's FML Bank is capped on her/his anniversary date, any unused sick leave will be forfeited.
  - c. The FML Bank may be used solely for qualified leave under the Family and Medical Leave Act ("FMLA"). A Flight Attendant will use her/his FML Bank when she/he is taking an FML for a spouse child, parent, or other person specified in the FMLA or implementing regulations.
  - d. A Flight Attendant will use time from her/his FML Bank prior to using her/his sick leave when she/he is on FML for her/his own FMLA qualified absence.
    - i. A Flight Attendant using her/his FML Bank for an entire Bid Month will be paid the MPG and her/his FML Bank will be reduced by nineteen (19) days.

- ii. A Flight Attendant using her/his FML Bank for a partial Bid Month will receive pay and credit for Duty Days worked. Additionally, her/his FML Bank will be reduced by the number of Duty Days missed due to the FML and she/he will be credited with 3.43 hours of pay for those days.
4. Days which a Flight Attendant has in her/his FML Bank at the inception of this Agreement will be carried over.
5. Any sick leave available for use on the date of ratification will continue to be available for use and will remain available until those days are required to transfer to a Flight Attendant's FML Bank, if applicable. Any extra sick leave days to which a Flight Attendant would have accrued if the Agreement had been in effect on her/his anniversary date falling within the calendar year of ratification will be added to her/his available sick leave.
6. A Flight Attendant's sick leave usage and available sick leave shall be made available by electronic means via the Company intranet. A Flight Attendant's current FML Bank balance may be accessed by contacting the Payroll Department via email or telephone.

B. Sick Leave Usage

1. After a Flight Attendant has completed twelve (12) months of Active Service from Date of Hire she/he shall be granted and be eligible to take sick leave.
2. A Flight Attendant who is unable to report for her/his Duty due to illness or injury will be removed from Duty and she/he will receive pay for one (1) day of sick leave at 3.43 hours for each Scheduled Duty Day missed due to illness or injury until the total number of accrued sick days credited to the Flight Attendant is exhausted. Where the Flight Attendant has performed compensated Duty on a day on which she/he has called in sick the Flight Attendant will utilize one (1) day of sick leave and will receive the greater of pay for one (1) day of sick leave or the Duty Pay earned. A Flight Attendant who does not have sufficient accrued sick leave days shall not receive pay for Duty Day(s) missed. A Flight Attendant who Deadheads home or to Base because of an illness or injury during a trip will not receive any additional compensation beyond the sick leave pay.

3. Calling in Sick

When unable to report to work, a Flight Attendant must contact the Scheduling Department as soon as she/he becomes aware that she/he is unfit for duty on a Scheduled Duty Day or on a Scheduled Day Off on which she/he is on call-out assignment. At the time that the Flight Attendant calls in sick she/he will specify the number of days she/he wishes to be taken off duty and placed on sick leave. During the requested sick leave period, the Flight Attendant will notify the Scheduling Department of any extension or reduction of the requested sick leave period and provide a new anticipated date of return to duty. If the Company contacts a Flight Attendant while she/he is serving Reserve duty and the Flight Attendant states she/he cannot report due to illness, Injury, etc., the Flight Attendant's status will be considered a "failed trip" and the Flight Attendant will not receive sick leave pay for that day.

4. Returning to Duty

A Flight Attendant who returns to Duty after a sick call will be placed back onto her/his original schedule if the trip has not been re-crewed and has not left the Base. If the trip has left the Base without being re-crewed, then the Flight Attendant may be returned to her/his original schedule as soon as practicable after returning to Duty at Company discretion. If the trip has been re-crewed and has left the Base, she/he will be assigned to any other available Duty including Reserve for the remainder of the original schedule.

5. A Flight Attendant will not be required to call in sick each day and will not be charged sick time for Scheduled Days Off missed due to illness or injury, unless the Flight Attendant has previously accepted a duty assignment on a Scheduled Day Off.

6. The Company may request verification of illness or injury of a Flight Attendant if the illness or injury has caused her/him to miss more than five (5) days of work. The Company may also request verification if the Flight Attendant has called in sick more than three (3) times in the preceding six (6) months. However, nothing contained herein shall prohibit the Company from requesting a medical certification as a requirement for the granting of FMLA leave, or requesting a fitness for duty report on a Flight Attendant for whom there is an objective basis for questioning the Flight Attendant's fitness for duty. Depending on the nature of the illness or injury a release from a doctor may be required before the Flight Attendant may return to duty.

7. Under no circumstances, shall a Flight Attendant be required to discuss the details or nature of her/his illness or disability with the Scheduling Department. In no event shall the Scheduling Department question the nature of the illness or injury. The Scheduling Department may inquire concerning the anticipated duration of the sick leave.
  8. A Flight Attendant who calls in sick during a Trip will remain on her/his layover until she/he is well enough to resume duty or be returned to her/his Base. Where the cost of commercial transportation is no greater than the cost of transportation to Base, the Company will return the Flight Attendant to an alternate location of her/his choice. Until she/he is able to leave the layover point, the Company shall provide lodging and expenses pursuant to Section 6 (Expenses). The Flight Attendant may be required to provide a medical certification of fitness for travel from the layover point and will be responsible for all associated costs. If the Company has reasonable cause to question the results of the evaluation, an independent medical evaluation at the Company's expense may be required to determine if the Flight Attendant is fit for travel from the layover point. If the medical evaluator declares the Flight Attendant fit to travel and the Flight Attendant declines to leave the layover point, the Company shall have no further financial obligation for lodging, travel and/or expenses.
  9. A Flight Attendant using sick time shall be considered to be on Active Service during the period she/he is receiving sick leave pay.
- C. Flight Attendants shall not be paid for unused sick leave upon termination or resignation.

## SECTION 11

### LEAVES OF ABSENCE

#### A. Unpaid Personal Leave

##### 1. General

A Flight Attendant may request an unpaid personal leave of absence. A Flight Attendant is required to exhaust all available vacation time prior to being placed on unpaid personal leave. The leave may be requested by completing a "Request for Leave of Absence" form and submitting it to the Director of Inflight no sooner than two weeks before the requested start date of the leave. It is in the Company's sole discretion whether to grant a request for a personal leave of absence and the duration of such leave. A flight attendant may be required to take additional days of unpaid personal leave of absence as a condition of approval, depending on her Reserve pattern. Normally, the grant of unpaid personal leave shall be for an initial term not to exceed thirty (30) days and may be extended upon request by the Flight Attendant at the Company's sole discretion.

##### 2. Seniority

A Flight Attendant shall retain and continue to accrue her/his Seniority while on unpaid personal leave.

##### 3. Longevity

Longevity shall be frozen at the end of the calendar month following the calendar month in which the personal leave of absence begins and shall not resume accrual until the beginning of the calendar month in which the Flight Attendant returns to active duty.

##### 4. While on personal unpaid leave, a Flight Attendant may not be employed or enter training with another carrier as a Flight Attendant.

B. Medical Leave

1. General

A Flight Attendant with a medical condition which does not permit her/him to perform her/his Flight Attendant duties shall be granted a medical leave. A "Request for Leave of Absence" form must be submitted to the Director of Inflight as soon as possible after the reason for the leave is known to the Flight Attendant. A certification of disability from the Flight Attendant's physician must be submitted to the Human Resources Department. The physician's certification must contain an estimate of the duration of the disability. Medical leave shall be granted for the duration of the physician's certification period of up to six (6) years.

2. Flight Attendants returning from a leave due to illness or injury must provide a physician's release statement certifying the Flight Attendant is capable of returning to work.

3. A Flight Attendant will be required to first use all available sick leave followed by all available vacation in conjunction with a medical leave. Once all available paid time off is exhausted, the leave will be without pay.

4. Seniority

A Flight Attendant shall retain and continue to accrue Seniority while on a Medical leave of absence.

5. Longevity

Longevity shall be frozen at the end of the calendar month following the calendar month in which the medical leave of absence begins and shall not resume accrual until the beginning of the calendar month in which the Flight Attendant returns to active duty.

C. Military Leave

1. General

A Flight Attendant shall be granted unpaid military leave for military service or reserve duty in accordance with applicable federal law. Military leave will be granted by submitting a copy of the Flight Attendant's military orders or instructions to the Human Resources Department as soon as practicable after the Flight Attendant becomes aware of the military duty for which the leave is requested.

2. Seniority

A Flight Attendant shall continue to retain and accrue Seniority.

3. Longevity

A Flight Attendant shall retain and continue to accrue Longevity during military leave of absence.

D. Bereavement Leave of Absence

When a death occurs in a Flight Attendant's immediate family she/he shall notify the Director of Inflight as soon as practical. The Flight Attendant shall be removed from the schedule for up to three (3) consecutive work days of bereavement leave. Additional days off, if requested by the Flight Attendant, may be granted at Company discretion pursuant to subsection A, above. The bereavement leave shall commence upon the Flight Attendant's return to Base or other mutually agreed location. Compensation for the leave shall be as set forth in Section 3 (Compensation). For purposes of such leave, "immediate family" shall mean a Flight Attendant's parent, spouse, domestic partner, sibling, child, step-child, parent-in-law, stepparent, grandchild or grandparent. When a Flight Attendant requests bereavement leave to begin while she/he is on a Trip away from Base or while at a TDY location, and the leave results from the death of the Flight Attendant's spouse, parent, natural or adopted child, the Company will arrange transportation for the Flight Attendant back to her/his Base, or other mutually agreed location, as expeditiously as possible. In cases of immediate family specified above other than spouse, parent, natural or adopted child, the Company shall work with the Flight Attendant to provide flights on Company aircraft if available and shall coordinate timing of the leave with the Flight Attendant's transportation back to Base or other mutually agreed location. If a Company aircraft is not available, the Company will attempt to secure a reduced cost ticket for the Flight Attendant's travel to Base or other mutually agreed location at the Flight Attendant's expense. There shall be no Deadhead compensation or per diem paid to the Flight Attendant after she/he is released to return to Base or other location. Upon request, the Flight Attendant shall submit documentation supporting the basis for the leave.

E. Family & Medical Leave of Absence

1. The Company shall grant leaves of absence in accordance with applicable law.
2. A Flight Attendant taking unpaid Family and Medical Leave for reasons other than a personal illness or injury will be required to apply accrued leave in her/his FML Bank. After all FML Bank leave is exhausted, the Flight Attendant must use any available vacation days.

3. A Flight Attendant taking unpaid Family and Medical Leave for a personal non-work related injury or illness will be required to apply all accrued paid leave in the following order:
  - a. Accrued leave from the FML Bank;
  - b. Accrued Sick Leave
  - c. Accrued Vacation

F. Parental Leave

1. A Flight Attendant, upon request, will be granted unpaid parental leave of up to three (3) consecutive months immediately following any other leave associated with the birth or adoption of a child. The Request for Leave form must be submitted to the Company at least seven (7) days in advance of the inception of the leave, absent agreement by the Company to waive or shorten this filing requirement. Nothing herein shall preclude a Flight Attendant from asking for and being granted a leave of a shorter duration and/or additional time in the form of personal leave which may be granted in accordance with subsection A, above.
2. If, upon completion of a Parental Leave granted under this subsection, the Flight Attendant is physically unable to perform Flight Attendant duties due to a physical or mental impairment, she/he may seek an unpaid medical leave pursuant to the provisions of B. above.
3. A Flight Attendant may request and shall be granted extensions for up to an additional six (6) months if there are medical complications for the child.
4. A Flight Attendant on a Parental Leave shall retain and accrue seniority for the duration of the leave. Longevity shall be frozen at the end of the calendar month in which the Parental Leave begins, or earlier if the Parental Leave was immediately preceded by another type of unpaid leave during which the accrual of Longevity has been suspended. Accrual of Longevity shall not resume until the beginning of the calendar month in which the Flight Attendant returns to active duty.

G. Jury Duty

1. Flight Attendants called upon to serve on jury duty will be granted leave for the period of time required to serve. The flight attendant must notify Tulsa Inflight within twenty-four (24) hours of receipt of their notice to serve on jury duty. If the Flight Attendant's absence shall produce an undue hardship on flight operations, the Flight Attendant shall cooperate with the Company in seeking a waiver of jury duty from the court. Written verification from the court clerk of having served, may be requested. If released from jury duty or jury duty selection prior to the expiration of Jury Duty Leave, the flight attendant will be expected to notify the Company immediately and return to work as soon as practicable for the remainder of the work schedule. A Flight Attendant will suffer no loss of MPG for the duration of the approved Jury Duty.
2. A Flight Attendant who has received a jury summons prior to receiving a bid award shall have a bid line constructed for them which accommodates the jury duty.

H. Union Leave

The Company shall grant a Union Leave to a Flight Attendant elected to an AFA International Officer position or hired by the Union in a staff position. No more than one Flight Attendant may be on Union Leave at any time. A Flight Attendant on Union Leave must return to duty within thirty (30) days of relinquishing Union office or ceasing to serve the Union in a staff position. A Flight Attendant on a Union Leave shall accrue seniority but shall not accrue longevity or any other benefits while on a Union Leave.

I. Worker's Compensation Leave

1. In the event an illness or injury occurs that results in Workers' Compensation benefits, the Company will remain in compliance with applicable law.
2. At her/his option, A Flight Attendant on WC Leave may use available sick leave and vacation time prior to receiving compensation from Worker's Compensation or during the statutory waiting period.
3. A Flight Attendant may be required to do Light Duty as permitted by her/his physician at her/his Base in order to receive Worker's Compensation benefits. A Flight Attendant performing Light Duty will retain and accrue seniority and longevity. A Flight Attendant will not be required to perform light duty more than eight (8) hours per day or more than eighteen (18) days per month. If a Flight Attendant must travel more than thirty (30) miles from her/his home by surface transportation to perform light duty, up to two hours (02:00) of the daily travel time will be counted toward the eight hours (08:00) per day.

4. A Flight Attendant on WC Leave will be entitled to continue Company sponsored group insurance benefits as if she/he were active, provided the Flight Attendant must timely submit any employee contributions in order to retain coverage.

J. Emergency Leave of Absence

1. In those cases when a Flight Attendant needs time off to attend to an important personal matter, other than death of a family member which is set forth in subsection D, above, she/he shall, to the extent feasible, use her/his Seniority to bid a schedule which has those days free from Duty.
2. When this is impossible because the need for the absence is not known when monthly schedules are being bid or finalized (e.g. serious family illness, personal emergency or birth of a child), or she/he has insufficient seniority to bid for the days off, the Flight Attendant may be granted unpaid emergency leave up to a maximum of five (5) days, at the sole discretion of the Company. The Flight Attendant must use any accrued vacation which shall run concurrently with the leave and she/he will be considered to be on vacation. A Flight Attendant who does not have any vacation remaining in that year will be considered to be on a Personal Leave.
3. Emergency leave shall be requested by submitting a "Request for Leave of Absence" form to the Director of Inflight as soon as practicable after the Flight Attendant becomes aware of the need for the leave. The leave may be delayed where the request for leave of absence does not allow sufficient time for the Company to cover the Flight Attendant's duty assignment without interruption in flight operations. In the event extended time is needed, the Flight Attendant shall use accrued vacation with the approval of the Company or be placed on Personal Leave.

K. Return from Leaves of Absence

1. Return from FML or from military leave shall be governed by applicable law.
2. A Flight Attendant with a Bid Line Award will retain any remaining portion of her/his Line Award that will originate at the Flight Attendant's Base. A Flight Attendant holding a Reserve line will retain that line. When a Flight Attendant does not have a Bid Line Award and returns to work during the Bid Line Period, she/he shall have a line constructed for the balance of the Bid Line Period in accordance with this Agreement.

3. A Flight Attendant who, at the conclusion of a leave of absence, is not qualified shall be placed in training. The Flight Attendant's return date may be determined by the first available class date to regain currency. The Flight Attendant shall return to active pay status the earlier of the first day of training or the twenty-second (22<sup>nd</sup>) day after her/his availability to return. Provided, however, a Flight Attendant whose leave is sufficiently long that she/he must complete initial Flight Attendant training in order to regain qualified status shall remain on unpaid status until earlier of the required training or the ninety-first (91<sup>st</sup>) day after her/his availability to return.
4. Except as may otherwise be required by law and other provisions of this Agreement, coverage under the Company's group health plan shall terminate at the end of the month in which a leave of more than thirty (30) days duration begins. Coverage may be continued pursuant to COBRA, at the Flight Attendant's expense, provided the Flight Attendant satisfies all COBRA continuation requirements. Upon return from leave, the Flight Attendant and eligible dependents shall resume participation in the Company's group health plan in conformity with the provisions of the plan.

L. General

1. Except as otherwise stated in this section, all leaves are on an unpaid basis.
2. A Flight Attendant will notify the Company as soon as she/he expects to return to duty. A Flight Attendant on a medical leave shall provide the Company with a physician's release that certifies her/his fitness to return to duty.
3. A Flight Attendant returning from a leave of absence shall be returned to the Position/Base she/he held at the commencement of the leave, provided she/he still holds the qualifications required of that Base. If she/he does not hold the necessary qualifications, and cannot acquire them, such Position/Base is not available the Flight Attendant shall be returned to the vacant Position/Base to which her/his Seniority entitles her/him in conformance with the applicable section of this Agreement.

## SECTION 12

### TRAINING

- A. All Training (other than new hire initial training)
1. There shall be a curriculum of study and training prepared by the Company which shall be uniformly applied to all Flight Attendants.
  2. Upon request of the Union, those Company management officials responsible for the training program will meet with the Union to review matters of concern or disputes which may have arisen concerning training.
  3. Training Failure
    - a. A Flight Attendant who fails to pass a written, oral, CBT, or hands-on test in training will be given additional instruction in those areas which she/he failed as well as other areas followed by a re-test or the Company may at its discretion require the Flight Attendant to repeat the entire training event.
    - b. Any Flight Attendant who fails to complete a required training event, or portion thereof, shall be placed on unpaid non-disciplinary Not Qualified ("NQ") status and shall remain in this status until she/he has successfully completed the required training, including any checking, necessary to return her/him to Qualified Status
    - c. If the Company is unable to provide the required training within a thirty (30) calendar day period measured from the training event failure, a Flight Attendant will be placed on non-disciplinary Not Qualified Paid ("NQP") status beginning the thirty-first (31<sup>st</sup>) day after the training failure until the required training is provided.
    - d. Failure of the Flight Attendant to attend the first available training offered by the Company will result in her/his retention on, or return to, unpaid NQ status until she/he completes the required training and returns to Qualified Status and may result in disciplinary action. The Company will not require a Flight Attendant to attend the training on a previously awarded Scheduled Day(s) Off, without her/his consent. A Flight Attendant who does not consent to attend training or a check ride on a previously awarded Scheduled Day(s) Off shall remain in unpaid status until she/he completes the required training/checking necessary to return to Qualified Status.
    - e. If a Flight Attendant has two (2) training failures (exclusive of Check Rides) in any eighteen (18) month period of Active Service she/he

may, at the Company's discretion, be terminated. Nothing herein shall preclude a Flight Attendant from filing a grievance over discipline related to a training failure.

4. In the event the Company requires a training event (other than a CBT event) for all Flight Attendants at a Base, the Company shall build training days into the bid lines, if possible. If the training is not built into the lines, the Company shall meet with the Union to discuss alternative methods, if requested. The training shall not be delayed pending such discussions.
5. A Flight Attendant shall not be scheduled for more than eleven hours(11:00) of required ground training in any twenty-four hour (24:00) period. Deadheading to training may add no more than four hours (04:00) to the eleven hour (11:00) maximum training day, without the Flight Attendant's consent. Sufficient meal breaks will be scheduled during training days.
6. A Flight Attendant shall be provided transportation to training (including to/from the airport to the overnight location and/or training facility), away from her/his Base and will be provided a single room. Expenses will be paid in accordance with Section 6 (Expenses).
7. A Flight Attendant shall not be required to return from vacation or leave for any required training. A Flight Attendant will not be required to attend training on December 24, 25, 31, and/or January 1, without her/his consent.
8. Classroom training shall not be scheduled between the hours of 00:00L and 05:00L, unless necessary based on the availability of training facilities or other training equipment.
9. Subject to availability of classrooms or other training facilities, the Company shall use its best efforts to provide at least twelve hours (12:00) free from duty and comply with maximum Duty Periods stated in Section 15 (Hours of Service). For the purposes of maximum Duty Periods, a Flight Attendant shall be considered on duty during any time she/he is required to attend training.

10. It is the Company's responsibility to notify each Flight Attendant of the dates, times and location of the training sessions. Such information shall be published in the Bid Line Package, if possible. Training dates may be changed due to operational requirements. A Flight Attendant who is removed from any part of a trip to accommodate training (other than training that has been published in the bid package), shall be re-assigned to other duty that falls on the same days as the original Duty Days, or with the concurrence of the Scheduling Department, be released, in which case the Flight Attendant will suffer no loss of MPG.

B. Recurrent Training

1. Every Flight Attendant must successfully complete all training requirements. Flight Attendants may be placed on unpaid NQ status pursuant to this Section, if training requirements are not met.
2. Each Flight Attendant will be required to attend recurrent training during her/his Eligibility Period defined as the Flight Attendant's base month and the months immediately preceding and following the base month. The Company will construct combination bid lines for each Base containing recurrent training as well as other duty assignments. A Flight Attendant must bid a recurrent training bid line for the month within her/his Eligibility Period designated by the Company for her/his training. However, if the Flight Attendant has been awarded an annual vacation during the designated training month she/he will, upon request, be permitted to bid another training line during her/his Eligibility Period. Where a Flight Attendant has bid and been awarded annual vacation in each month of her/his Eligibility Period, she/he must bid a training line occurring during the Eligibility Period unless the Company has agreed to move the Flight Attendant's training to a month in which no annual vacation has been awarded. The Company will publish the base month for each Flight Attendant at the time that the annual vacation bid is published. When bidding annual vacation occurring during the Flight Attendant's Eligibility Period, she/he must request as part of the annual vacation bid to receive training during a month not containing any annual vacation awarded to her/him
3. The Company may at its discretion move training base months earlier in the year in order to balance training requirements throughout the year. Provided, however, the Company may not move a Flight Attendant's base month to any month during which the Flight Attendant has been awarded vacation on an annual vacation bid without the Flight Attendant's consent. The Company must notify a Flight Attendant that her/his base month has been moved as soon as possible but no later than the publication date of the Bid Line Package for the new base month.

4. Flight Attendants will be required to attend recurrent training on the day(s) scheduled unless prior arrangements have been made to move the training day(s).
5. A Flight Attendant whose training falls on a Scheduled Day Off shall have those day(s) rescheduled in the same Bid Line Period or she/he will go to training on her/his Scheduled Day(s) Off and receive compensation in conformity with Section 3 (Compensation), at her/his option. Scheduling will work with the Flight Attendant to determine the date(s) of the replacement days off. If no mutually acceptable date(s) can be reached, the Company will pick the replacement day(s) off and the replacement days off will be adjacent to another Scheduled Day Off.
6. A Flight Attendant who has not completed recurrent training by the end of her/his Eligibility Period will suffer no loss of MPG if she/he was unable to attend recurrent training classes during her/his Eligibility Period because she/he was on vacation, or unable to be removed from the schedule.

C. CBT

1. Flight Attendants may be required to complete CBT courses as may be required by the Company. The CBT package will be made available electronically to a Flight Attendant at least thirty (30) days prior to her/his scheduled recurrent class unless the Flight Attendant is assigned to a recurrent class with less than thirty (30) days prior notice.
2. CBT for training other than recurrent will be distributed to Flight Attendants as soon as possible, but in no event will a Flight Attendant be required to complete the CBT with less than forty-eight hours (48:00) notice without her/his consent.
3. If completion of a CBT package is assigned by the Company, the CBT package will be designed to permit a Flight Attendant to stop or pause the program at the completion of each module and resume with another module at a later time.

D. Training Pay/Credit

Training pay/credit will be as outlined in Section 3. Compensation.

E. Check Rides/OE

Note: Operating Experience (OE) used herein means OE on a new aircraft type for current Flight Attendants, not new hire Flight Attendants.

1. In the event the Company begins operating a new aircraft type and OE is required, OE days will be built into the bid lines, if possible. Flight Attendants will be notified of the specific trip information as soon as possible.
2. OE for incumbent Flight Attendants/Pursers will be given by management.
3. Check Ride Failures
  - a. A Flight Attendant who fails a Check Ride/OE shall be provided a different supervisor for a second Check Ride, if requested.
  - b. A Flight Attendant who fails any portion of the Check Ride/OE will be placed on an unpaid NQ status and shall remain in such status until all required training and checks have been successfully completed. The Flight Attendant shall be assigned additional training up to a maximum of a full recurrent course at the Company's discretion. A Flight Attendant will be entitled to a Union observer for a second check ride/OE upon request. The Union observer must be a qualified Flight Attendant and their participation will not delay or interfere with the subsequent check. All costs associated with providing the Union observer will be borne the Union. A Flight Attendant who fails a Check Ride and subsequently is unable to successfully requalify (including a second Check Ride), may, at the Company's discretion, be terminated.
  - c. If the Company is unable to provide the required training and repeat check ride within a thirty (30) calendar day period measured from the training event failure, a Flight Attendant will be placed on non-disciplinary Not Qualified Paid ("NQP") status beginning the thirty-first (31st) day after the training failure until the required training is provided.

- d. Failure of the Flight Attendant to attend the first available training and check ride offered by the Company will result in her/his retention on, or return to, unpaid NQ status until she/he completes the required training and /or check ride and returns to Qualified Status and may result in disciplinary action. The Company will not require a Flight Attendant to attend the training and/or check ride on a previously awarded Scheduled Day(s) Off, without her/his consent. A Flight Attendant who does not consent to attend training or a check ride on a previously awarded Scheduled Day Off shall remain in unpaid status until she/he completes the required training/checking necessary to return to Qualified Status.

F. Training Instructors

1. The Company may use Flight Attendants as Training Instructors.
2. A Flight Attendant Training Instructor may not bid a line if she/he would be unable to fly for nine (9) or more days in a bid month.
3. Compensation and work rules for a Flight Attendant acting as a Training Instructor will be determined by the Company.

## SECTION 13

### VACATIONS

#### A. Vacation Credit

1. After twelve (12) full months of service with the Company, a Flight Attendant shall thereafter accrue vacation for each full month of service in accordance with the following schedule:

<u>Longevity</u>	<u>Annual Vacation</u>	<u>Monthly Accrual</u>
< 1 year	None	None
1st thru 5 <sup>th</sup> years	12 days	1.00 days
6 years	13 days	1.08 days
7 years	14 days	1.17 days
8 years	15 days	1.25 days
9 years	16 days	1.33 days
10 years	17 days	1.42 days

2. Newly hired Flight Attendants shall receive a grant of vacation upon completion of twelve (12) full months of service. The vacation grant shall be the equivalent of twelve (12) months of vacation accrual for a two (2) year Flight Attendant and shall be credited to the Flight Attendant's vacation bank for use in accordance with this Section. Should a Flight Attendant leave the employ of the Company prior to receipt of the vacation grant, no payment for unused vacation will be made upon employment termination.
3. For purposes of this Section, fifteen (15) or more days of Active Service shall constitute a full month of service.
4. For each vacation day taken on a Scheduled Duty Day, 3.43 hours will be credited toward the MPG. Vacation days taken on Days Off shall be paid at the rate of 3.43 hours in addition to any MPG due the Flight Attendant for the month.
5. Any vacation days granted prior to the signing of this Agreement shall be retained in the Flight Attendant's vacation bank and shall be valued at the rate of 3.43 hours pay for each vacation day.

#### B. The Annual Bidding Process

1. The Company shall create an annual vacation Bid Line Package. The annual vacation Bid Line Package shall contain sufficient days to allow five percent (5%) of personnel in each Base/Position to utilize vacation on each day of the year and will show the number of Vacation days available on each day of the year by Base/Position.

2. No later than October 1 of each year, the Company shall publish, on the Company's intranet, a list reflecting each flight attendant's projected vacation bank balance as of December 31 of the current year. If a discrepancy is noted, the Flight Attendant should notify the Company in writing within fourteen (14) days and the Company shall respond, within seven (7) days.
3. No later than October 15 of each year, the Company shall post the annual vacation Bid Line Package for the ensuing calendar year. Bidding for vacation will be done online, via the Company intranet. Based upon her/his projected vacation bank balance as of December 31 of the current year, a Flight Attendant may bid vacation in blocks of no less than five (5) consecutive days. A Flight Attendant is not required to bid for all of her/his available vacation days. Any unbid or un-awarded vacation days will remain in her/his vacation bank and may be used pursuant to the remaining provisions of this Section.
4. Annual vacation bids shall close on November 15. Flight Attendant annual vacation awards shall be granted in Seniority order and with respect to the Position a Flight Attendant holds on November 15. The vacation awards shall be posted no later than December 1 on the Company website.

C. Monthly Vacation Requests

Each month during a period of forty-eight (48) hours after Bid Line awards are published, Flight Attendants may request to use days in their vacation banks for time off during the newly awarded Bid Period. The request may include up to the total amount of accrued, or granted, unused vacation in a Flight Attendant's vacation bank. Requests that satisfy the following requirements shall be granted in seniority order.

1. The request is for a block of five (5) or more consecutive days.
2. The first day of the requested vacation period is either adjacent to a Day Off or occurs after no less than five consecutive Duty Days.
3. Granting of the request will not result in the number of anticipated staff absences for any reason, including vacation, sick leave or other leaves to exceed five percent (5%) of current staffing levels. Approval of requests for vacation periods that do not meet the requirements set forth above shall require the concurrence of the Company.

D. In-Bid Period Requests:

After the monthly vacation request period has closed, Flight Attendant's may request to use days in their vacation bank during the Bid Month. Requests will be approved on a first-come, first-serve basis, if the Flight Attendant is scheduled to be at her/his Base for the requested days and her/his absence shall not cause the number of Flight Attendants in her/his Position who are absent for any reason (vacation, sick leave or other leaves of absence) to exceed five percent (5%). If the request shall create an absence of Flight Attendants in the Flight Attendant's Base/Position in excess of the five percent (5%) as specified above, or the Flight Attendant is scheduled for duty away from her/his Home Base, approval of her/his request shall be at the Company's discretion. All such vacation must be taken in blocks of five (5) consecutive days; a request of a block of fewer than five (5) consecutive days requires concurrence from the Company.

E. Using Annual Vacation

1. If a Flight Attendant's annual awarded vacation overlaps a Scheduled Day Off on her/his monthly Bid Line Award, the Flight Attendant shall have the following options:
  - a. With concurrence by the Company, the Flight Attendant may slide her/his vacation forward or backward to integrate the Flight Attendant's awarded vacation with her/his bid schedule; or
  - b. The Flight Attendant's vacation day(s) shall not be deducted from the Flight Attendant's vacation bank and the vacation day(s) will be removed from her/his schedule; or
  - c. The Flight Attendant shall be paid the value of the vacation day(s) over and above MPG.

A Flight Attendant will notify the Company, via traceable Electronic Means, of her/his option within forty-eight hours (48:00) of the posting of the Bid Line Award and her/his choice will be acknowledged as soon as possible, but no later than seventy-two hours (72:00).

2. The Company may remove any assigned duty that conflicts with a Flight Attendant's awarded vacation. If the duty assignment removed exceeds the number of vacation days, the Company may substitute other duty assignments on the days removed outside the vacation period. The Company will, to the extent possible, honor the Flight Attendant's preference(s) for the substituted duty.
3. A Flight Attendant who voluntarily transfers to a different Base will retain her/his awarded vacation provided it is available at the new Base.

F. Vacation Cancellation

1. A Flight Attendant may cancel her/his awarded vacation by notifying the Scheduling Department fifteen days prior to the Bid Package publication for the Bid Period in which the vacation is scheduled to be taken and the vacation time will be placed back into her/his bank.
2. A Flight Attendant who desires to cancel her/his awarded vacation with less notice than the notice requirement in F.1 above must have the concurrence of the Company.
3. The Company retains the right to cancel vacations due to operational necessity. Cancellation shall be done in inverse seniority order among those Flight Attendants holding vacation during the period of operational necessity. Affected Flight Attendants will be notified as far in advance as possible but in no case less than seventy-two hours (72:00) before the start of their vacation period.
4. A Flight Attendant whose vacation is canceled may at her/his option:
  - a. Elect to reschedule such canceled vacation for any other period, with the mutual agreement of the Company;
  - b. Cash out the vacation for the vacation daily rate for each vacation day, above MPG; or
  - c. Retain that vacation in her/his bank for later use and may be carried over in excess of the limitations herein.
5. In the event the Company cancels a Flight Attendant's vacation and the Flight Attendant suffers a loss of any non-refundable costs which the Flight Attendant has made in reliance on her/his scheduled vacation, the Company shall reimburse the Flight Attendant for such loss. Receipts for such loss must be presented to the Company for reimbursement, within two (2) months from the scheduled vacation period. The Company will be entitled to attempt to recover the monies.

G. Irregular Operations

A Flight Attendant who, due to irregular operations (e.g. mechanical breakdown, cancellation of flights, etc.), does not complete her/his Trip Pairing prior to the commencement of her/his vacation may:

1. Elect to extend her/his vacation period by the number of vacation days lost; or
2. Elect to restore the lost vacation days to her/his vacation bank; or

3. Elect to be paid the value of the vacation day(s) over and above the Flight Attendant's MPG.

H. Vacation Buyback

With the concurrence of the Company, A Flight Attendant may elect to sell back any unused vacation to the Company. The Flight Attendant's vacation bank shall be reduced accordingly.

I. Vacation Payout at Separation

A Flight Attendant who resigns with a minimum of fourteen (14) days' notice, is furloughed, or is otherwise separated from employment, shall be paid for all unused vacation at the value of 3.43 hours per day for which she/he is eligible at the time of separation. The Flight Attendant must be available for all of her/his scheduled Duty days during the fourteen (14) day notice period.

J. Vacation Bank Maximum

A Flight Attendant cannot carry over more than five (5) days of unused vacation per year. Any excess vacation that is not used and cannot be carried over shall be paid for by the Company at the rate of 3.43 hours per day.

## **SECTION 14**

### **SCHEDULING**

#### **A. Scheduling Committee**

1. The Company shall recognize the Union Scheduling Committee (USC). The Union shall provide the Company with written notification of the identity of the Chairperson and members of the USC and shall update the Company whenever there is a change of membership on the committee. The Chairperson of the USC shall act as the primary communication link between the Union and the Company with regards to scheduling related issues. Upon request, the Company will meet with the Union to discuss scheduling related issues. Such meeting may be conducted in person or via telephone.
2. Upon request, the Company will submit the constructed lines of flying to the USC for review prior to the publication of the bid. The USC may offer input on the schedules contained in the constructed Bid Lines. Consideration will be given to the Union's recommendations. However, the review and recommendation process will not delay the publication of Bid Lines.
3. Upon request the MEC President and Scheduling Committee Chairperson will be provided complete information regarding the schedules of each Flight Attendant as well as Bid Line awards, training schedules, check rides, vacations, leave of absence and current staffing.
4. The Company will meet with the USC prior to purchasing and implementing new scheduling systems which affect the Flight Attendants.

#### **B. Bidding Process**

The Company's Scheduling Department shall prepare and issue Bid Line Packages in conformity with the following procedure:

1. Publish Bid Line Packages by 2359Z on the 5th of the month prior to the Bid Line Period covered in the Bid Line Packages.
2. Close the bid by 2359Z on the 10th of the month prior to the Bid Line Period covered by the Bid Line Package.
3. Publish the preliminary Bid Line Awards no later than 2359Z on the 12th of the month prior to the Bid Line Period covered by the Bid Line Package. A Flight Attendant who wishes to protest the preliminary Bid Line Award must do so within forty-eight hours (48:00) of the publication of the preliminary awards by contacting the Manager of the Scheduling Department.

4. Publish the completed and adjusted Bid Line Awards by 2359Z on the 14th of the month prior to the Bid Line Period covered by the Bid Line Package, including Flight Attendants names with their respective Bid Line Awards.
5. Transmission of the Bid Line Package and Bid Line Awards may be made electronically.
6. Delays in publishing or closing due to circumstances beyond the Company's control will be brought to the Union's attention as soon as practicable and new publishing and/or closing dates established.
7. The Company may publish and award Bid Lines that cover one (1) or two (2) Bid Months, and may extend the Bid Lines to three (3) Bid Months where the Bid Line Package is constructed and awarded in accordance with Section 18.E.2.

C. Bid Line Construction

1. Bid Lines shall be constructed for each Base and TDY location to afford bid opportunities to Flight Attendants assigned to each location. All flying that is known at the time of schedule construction shall be included in the Bid Lines. Flying and Reserve assignments that become known after the publication of the Bid Line Package shall be assigned via the Open Time procedures of subsection G below. All airports shall be designated using the ICAO or IATA code.
2. Bid Lines will be constructed of Duty Periods and Days Off. The Duty Periods in each line may be all Reserve, all Trips or a combination thereof. Combination lines may also include training. Lines containing Reserve periods may contain different types of Reserve Duty.
3. Bid Lines shall be constructed to return Flight Attendants to Base or TDY location prior to a Scheduled Day Off.
4. Reserve During a Trip
  - a. The Company may schedule Reserve Duty to be served during a trip.
  - b. The reserve type and times of the Reserve Duty will be denoted in the Bid Lines and may be adjusted after the Bid Line awards to fulfill future reserve requirements.
5. All Bid Lines shall be constructed with no less than the minimum Scheduled Days Off in a Bid Month as outlined in Section 15 (Hours of Service).

6. All published assignments on Scheduled Duty Days are for planning purposes only and are subject to change due to operational requirements. Scheduled Days Off are not subject to change.
7. Bid Line packages that include bids for TDY assignments shall identify the location, a general description of the type of flying and Reserve Duty involved, and the expected duration of the TDY. Schedules for Flight Attendants awarded (or involuntarily assigned) a TDY will be constructed to include no less than the minimum Scheduled Days Off in a Bid Month as outlined in Section 15 (Hours of Service) and Scheduled Days Off at the TDY location. The flight schedule constructed for a Flight Attendant will include transportation to and from the TDY location on duty days at the beginning and end of the assignment.
8. The Company may modify trips prior to publishing the final Bid Line Awards. However, the Scheduled Days Off in a Bid Line will not change without the Flight Attendant's written consent. Each duty sequence following Scheduled Day(s) Off in all Bid Lines shall have specific scheduled start times. Any adjustments to these scheduled start times shall be done prior to the publishing of the final Bid Line Awards. All times shall be in Zulu (Z) hours.
9. Except as provided for in Section 12 (Training) and Section 18 (Filling of Vacancies), all Bid Lines shall be constructed with Scheduled Days Off at the Flight Attendants Base.

D. Bidding and Bid Line Awards

1. The Bid Package will contain all of the information necessary to bid. Bid Lines shall be awarded by System Seniority to the qualified bidder at the applicable Base. To be qualified, the Flight Attendant must be currently qualified in, and assigned to, the Position covered by the Bid Line and must meet regulatory requirements, customer contract specified special qualifications or training and Company experience standards as required. If disqualified from a bid, the Flight Attendant shall have her/his next bid considered. A Flight Attendant who does not bid or does not bid sufficient choices shall be assigned a Bid Line after all Flight Attendants who have bid sufficient choices are awarded a Bid Line. If two (2) or more Flight Attendants do not bid or do not bid sufficient choices, then the Flight Attendants shall be assigned remaining Bid Lines in their Base in seniority order.
2. Purser Bid Lines shall be awarded first. Only Purser may bid for Purser lines. A Purser may elect to bid non-Purser lines. However, if a Purser fails to bid a Purser Line and there are insufficient Purser bids to fill all Purser lines, the most junior such Purser(s) at the Base is subject to assignment to a vacant Purser Line.

3. A Flight Attendant in training must be qualified and have completed all required training, including OE, by the first (1<sup>st</sup>) day of the previous month in order to be allowed to bid. A Flight Attendant who is not eligible to bid pursuant to this subsection D and who completes OE and becomes qualified after the Bid Line Package publication, but before the commencement of the Bid Line Period, shall have a Bid Line constructed for the balance of the Bid Line Period, using Open Time available and/or Reserve Days where such coverage is necessary and fulfills the minimum Scheduled Days Off bid construction requirements of Section 15 (Hours of Service). A Flight Attendant who is not eligible to bid pursuant to this subsection and who completes OE after the Bid Month has commenced shall have her/his Bid Line constructed for the remaining days of the Bid Month. Unassigned days from the completion of training to the inception of OE shall be considered Days Off.
4. For planning purposes, Flight Attendants on leave, including Personal Leave, FML and Worker's Compensation, must have a full release with no restrictions and expectation to fly the Bid Month by the first (1<sup>st</sup>) day of the previous month in order to be allowed to bid. Flight Attendants who go on medical leave on or after the first (1<sup>st</sup>) day of the previous month and do not have a medical release for the Bid Month will not be awarded a bid. A Flight Attendant who is not eligible to bid pursuant to this subsection D and who returns to work during the Bid Line Period shall have the line constructed for the balance of the Bid Line Period, using Open Time available and/or Reserve Days where such coverage is necessary and with the concurrence of the Scheduling Department, her/his days off will be prorated.
5. A Flight Attendant's days of military obligation shall be integrated into her/his Bid Line. If a conflict exists, upon mutual agreement by the Company and the Flight Attendant, duty days may be added to her/his line up to the maximum allowable duty days in a Bid Month.
6. Flight Attendants shall receive Bid Line Packages and submit bids electronically via the Company's web-based communication network. A Flight Attendant may submit her/his bid by other Electronic Means.
7. Nothing herein prohibits Flight Attendants from trading their awarded Bid Lines, provided they are in the same Base and each is qualified and eligible for the line for which they seek to trade. Trade requests must be received by the Scheduling Department no later than seventy-two hours (72:00) following the final Bid Line awards. Requests submitted after such time shall be at the discretion of the Scheduling Department but shall not be unreasonably denied.

#### E. Bid Line Transition Period Procedures

1. A Flight Attendant must complete a trip assignment that continues into a subsequent Bid Line Period. The Company may construct trip sequences that continue from the current Bid Line Period into the subsequent Bid Line Period up to a maximum of six (6) days into the subsequent Bid Line Period. Time flown in the subsequent Bid Line Period shall be credited in that Bid Line Period for purposes of Section 3 (Compensation).
2. During the Bid Line Period to Bid Line Period transition phase, a Trip Pairing awarded in the new Bid Line Period shall remain on a Flight Attendant's line if such Trip Pairing does not conflict with a Trip Pairing from the from the current Bid Line Period or result in a violation of the FARs or this Agreement.
3. A Trip Pairing in the new Bid Line Period that creates a conflict with a Trip Pairing from the current Bid Line Period, or results in a violation of the FARs, or this Agreement, may be removed from the Flight Attendant's schedule and replaced by trip sequences or other duty that does not conflict.
4. If the transition days cause a Flight Attendant to have fewer than the minimum Scheduled Days Off requirements set forth in Section 15 (Hours of Service), she/he may elect to drop sufficient days, with the concurrence of the Scheduling Department, or may elect to voluntarily work the extra days and have the days paid in accordance with Section 3 (Compensation). If the Scheduling Department denies the Flight Attendant the ability to drop sufficient days, she/he will be assigned and will be paid in accordance with Section 3 (Compensation). If the Flight Attendant fails to coordinate with the Scheduling Department within forty-eight hours (48:00) of the Bid Award, it will be assumed that the Flight Attendant has voluntarily elected to work the extra days and have the days paid in accordance with Section 3 (Compensation).

#### F. Training Bid Lines

Flight Attendants shall be allowed to bid for preferences of training Bid Lines containing recurrent training events. Awards shall be determined by seniority. Bidding shall be accomplished in accordance with the procedures listed below and in accordance with Section 12 (Training):

1. The Company shall alert the Flight Attendant that she/he shall be scheduled for such training, and is eligible to submit a training Bid Line in the upcoming bidding process. The message shall state the specific training event for which the Flight Attendant is due and the month it is to occur.
2. During a Bid Line Period prior to the month of a Flight Attendant's scheduled recurrent training, available training lines shall be noted on the cover sheet of the published Bid Lines. Eligible Flight Attendants shall be allowed to

submit a bid electronically from the training Bid Lines within the normal bidding process outlined in subsection D.1, above.

3. Flight Attendants who fail to submit a training bid shall be assigned a training Bid Line prior to posting the awards.
4. A Flight Attendant may be assigned to train on a Reserve Day. The Company may elect to move a Flight Attendant's training for operational necessity.
5. The procedures set out above in this subsection F shall not be applicable to training resulting from a failed training event. Such retraining shall be scheduled by the Company and the Flight Attendant shall receive no compensation during the time spent in a NQ status including travel to and from training for requalification, even where such travel or training occurs on a Scheduled Day Off.

G. Uncovered Flying

1. Open Time Process

- a. Open Time consists of all Trip Pairings and Reserve Days that become known after the Bid Lines are published or become uncovered after the Bid Lines are awarded.
- b. When an Open Time assignment becomes available, the Company shall make every effort, when economically practicable to award/assign in the following order:
  - i. Assigned to a qualified Flight Attendant on Reserve status; then
  - ii. Awarded to a qualified Flight Attendant with no scheduling conflicts who volunteers for Open Time ("Will Fly List") in accordance with subsection 3, below. In selecting a volunteer from the "Will Fly List," the Company shall award the trip to the Flight Attendant whose geographic location and available Scheduled Duty Days most efficiently and economically satisfy the demands of the trip. Where two or more volunteers are equally qualified by geographic location and available Scheduled Duty Days, the trip shall be awarded to the senior volunteer; then
  - iii. Assigned to an available Management Flight Attendant; then
  - iv. Involuntarily assigned to a Flight Attendant on a Scheduled Day Off as set forth in subsection 2, below.

## 2. Involuntary Assignments

- a. The Company may require a Flight Attendant to work on Scheduled Day(s) Off. A Flight Attendant who is involuntarily assigned to work shall be compensated in accordance with Section 3 (Compensation).
- b. The following involuntary assignment procedures shall apply:
  - i. The Company may hold over a Flight Attendant on her/his Scheduled Day(s) Off following a duty day.
  - ii. If no holdover Flight Attendant is available, the Company may involuntarily assign a Flight Attendant. Selection of the Flight Attendant for duty on her/his Scheduled Day(s) Off shall be based on legality, economics and operational efficiency. Where all other factors are equal selection shall be in inverse order of seniority.

## 3. Will Fly List (Voluntary Assignment)

- a. Flight Attendants may volunteer to make themselves available for assignment on days with no scheduling conflicts via Electronic Means or by phone. The Scheduling Department shall maintain a list of Flight Attendants who volunteer to accept assignments indicating which days the Flight Attendant is available. A Flight Attendant must request to be placed on the Will Fly List.
- b. A Flight Attendant on the Will Fly List must be qualified and available for assignment on her/his requested days. The Company shall post the assignments on the affected Flight Attendant's schedule electronically and ensure that the Flight Attendant has been notified.
- c. A Flight Attendant may delete her/his name from the Will Fly List at any time prior to being offered a voluntary assignment.
- d. A Flight Attendant must remove herself/himself from the Will Fly List when she/he is unable to report for duty in two hours (2:00).
- e. If a Flight Attendant is called by the Scheduling Department while on the Will Fly List and does not answer the phone or return the call within fifteen minutes (00:15), she/he may be removed from the Will Fly List for that block of Off Days.
- f. A Flight Attendant who refuses a trip while on the Will Fly List will not be allowed to return to the Will Fly List for her/his next twelve (12) Scheduled Days Off.

## H. Reserve Guidelines

1. Reserve shall be performed at any Company designated location and the Flight Attendant must remain physically present at the designated location.
  - a. Contact

A Flight Attendant on reserve must be able to be contacted at her/his designated telephone number or by Electronic Means. A Flight Attendant must confirm an assignment within fifteen minutes (00:15) from the time the call was made. A Flight Attendant will be released from reserve obligation once given a same day assignment unless operational necessity requires that she/he be retained on reserve.
  - b. Response

Reserve Flight Attendants must be able to report for duty within a period not to exceed two hours (2:00) from when the initial call was made by the Company. The Company may reduce the report time to one hour (1:00) if it provides lodging and transportation from the hotel to the aircraft.
2. When contacting a Flight Attendant on reserve, the Company shall use the phone number designated as the primary contact number by the Flight Attendant for this purpose. If the Company is unable to reach a Flight Attendant on that number, the secondary contact number shall be used, if applicable. It is the responsibility of the Flight Attendant to maintain a current primary and secondary phone number on record with the Scheduling Department. This shall be accomplished in conformity with the Flight Attendant Policy and Procedure Manual. If the Flight Attendant is on a trip, the Company will also call her/him at the hotel or initiate contact via a Purser or Flight Deck Crewmember. Failing to return a phone call within the allotted time will not subject a Flight Attendant to discipline if the Company's sole contact attempt was to leave a message at the front desk.

## I. Airport Standby Duty

### 1. Flight Attendants may be assigned to serve Airport Standby Duty.

- a. At the beginning of Airport Standby Duty, a Flight Attendant shall be required to report to a specified location at or near an airport where she/he shall wait for further duty instructions. Unless otherwise instructed, Flight Attendants serving Airport Standby Duty must be in uniform and prepared to undertake a Trip immediately upon notification.
- b. Airport Standby Duty may occur at any Base or other location as required by the Company. If known at the time of Bid Line construction, the Airport Standby Duty will be included on the Bid Line. Airport Standby Duty may be preceded or followed by Deadhead Travel or other duty. A Flight Attendant on Airport Standby Duty shall be compensated as specified in Section 3 (Compensation).
- c. While serving Airport Standby Duty, Flight Attendants shall be provided a waiting area which is out of public view and provides adequate seating for all Flight Attendants. The waiting area may be in the airport or in a shared day room at a nearby hotel.
- d. Airport Standby Duty will be limited to no more than ten hours (10:00) and all time spent in Airport Standby Duty will be credited toward the duty time limitations contained in Section 15 (Hours of Service). Airport Standby Duty when combined with subsequent duty shall not exceed the maximum Duty Period(s) set forth in Section 15 (Hours of Service).

## J. Trip Pairing Displacement

1. Displacement of a Flight Attendant from a crew shall be offered in System Seniority order. If no member of the crew accepts the offer of displacement, the junior Flight Attendant(s) on the crew will be selected. For the purpose of this provision, a Purser will be considered to be a Flight Attendant. The Flight Attendant who accepts or is selected to be displaced may be reassigned to either Reserve Days or Trip pairings that fall within the same days as the original Trip pairing or with the concurrence of the Scheduling Department be released.
2. A Flight Attendant who is displaced from her/his Bid Line Trip pairing shall not be required to make up lost time on her/his Scheduled Days Off.
3. A Flight Attendant who is displaced pursuant to J.1., above shall not have her/his MPG reduced unless she/he requests to be released and such release is granted.

## K. Trades

Flight Attendants who hold Bid Lines designated by the Company as In-Base Flying may request to trade Trip Pairings and reserve assignments in accordance with the following guidelines:

1. Same Standing. Both Crewmembers involved in the trade must be domiciled at the same Base and hold a Bid Line with scheduled flying and/or reserve duty during the same Bid Month. A Purser holding a Purser Bid line may only trade with another Purser.
2. Trade Requests. Both Flight Attendants involved in the trade must submit written trade requests to Crew Planning via the AIMS crew messaging system no later than five (5) days prior to departure of the earliest affected Trip pairing or reserve assignment. Crew Planning has discretion to grant trade requests not submitted in compliance with the five (5) day requirement.
3. Responsibility for Trips. A Flight Attendant is responsible for her/his original Trip pairing or reserve assignment until Crew Planning approve the trade request. Trades are deemed "approved" when the Flight Attendant obtains written confirmation from Crew Planning. Upon approval, the Scheduling Department will make the change to the AIMS Crew Schedule and the Flight Attendant will be responsible for any Trip pairing or reserve assignment added to her/his schedule as a result of the trade.
4. One Way Trades. A Flight Attendant who holds a Bid Line containing known flying may request to mutually trade a Trip pairing with another Flight Attendant at her/his Base without receiving a corresponding Trip pairing in return. A Trip pairing deleted from a Flight Attendants Bid Line shall decrease her/his guarantee by the value of the Trip pairing that has been deleted. A Flight Attendant who works a trip received from another Flight Attendant in a one way trade shall not receive call out pay or other premium pay intended to compensate a Flight Attendant for working on a Scheduled Day Off. A Flight Attendant may accept a one way trade involving a period when she/he is on reserve only if released by the Company from the Reserve Duty.
5. Approval Standards. The following trade requests shall not be approved:
  - a. Trades that violate FARs, or any provision of this Agreement;

- b. Trades that interfere with a Flight Attendant's ability to protect the duty assignment that she/he acquired through the trade, and preceding or subsequent duty assignment(s). In administering this subsection, the Company will establish and publish a buffer period applicable to each Base of not less than one hour (1:00) or more than four hours (4:00), exclusive of any FAR mandated minimum rest period, that must exist between duty assignments.
  - c. Trades that interfere with a Flight Attendant's training or vacation days;
  - d. Trades that increase costs to the Company (e.g., airfare, etc.); and
  - e. Trades in which the acquired duty will occur, in whole or in part, when a Flight Attendant is over MPG, and the acquired duty has a greater PCH value than the traded duty.
6. Compensation. Each Flight Attendant will be compensated for the work she/he actually performs. In the event a Trip trade causes a Flight Attendant to work Scheduled Day(s) Off no overtime pay will be paid. Provided, however, a Flight Attendant held over on a Scheduled Day(s) Off at the end of a Trip for which she/he traded will receive overtime compensation for the Scheduled Day(s) Off she/he was held over.

L. Deadheading

- 1. Deadheading may occur on a Company flight, a corporate charter, a commercial flight or by surface/ground transportation. Transportation to/from the airport to a local hotel is not considered a ground deadhead.
- 2. Deadheading shall be considered duty time.
- 3. A Flight Attendant Deadheading on a commercial flight is required to wear casual business attire and may, at her/his option, wear her/his uniform. A Flight Attendant will not be required to wear her/his uniform on a Deadhead or ferry flight, excluding Deadheads on any live Company flight. A Flight Attendant ferrying or Deadheading into a live leg shall be required to wear the uniform if the ground time upon arrival provides less than two hours and thirty minutes (02:30) before departure of the live leg.

4. A Flight Attendant may request to deviate from a tail-end commercial Deadhead flight where the cost of the requested deviation flight and any additional fees associated with the deviation (e.g. change fee, cancellation fee, ground transportation) is equal to or less than the scheduled Deadhead flight. The written notification of the deviation request must be received by the Scheduling Department no less than three (3) days in advance of the scheduled Deadhead commercial flight. If the requested deviation causes the Flight Attendant to be in travel status on a Scheduled Day Off when the original Deadhead commercial flight would not, the Flight Attendant shall not be entitled to any overtime pay. Permission to deviate from a tail-end Deadhead in all other circumstances will be awarded at Company discretion and will not be unreasonably denied.
5. Flight Attendants will provide the company their frequent flyer numbers issued by various commercial carriers to facilitate the booking of commercial Deadhead flights, including issuance of seat assignments, and ascertaining the appropriate checked baggage fee.
6. When booking Deadhead flights on commercial carriers that offer pre-selected seat assignments the Company will attempt to secure seat assignments in aisle or window seats where there is no additional cost to the Company.

M. Notification of Schedule Changes

1. A Flight Attendant will be notified of any change to her/his schedule by a designated Company representative or via self-notification utilizing the Company's crew scheduling system. Except in cases of operational necessity, the Company shall not contact a Flight Attendant by phone within eight hours (08:00) prior to a scheduled report time unless it pertains to the next scheduled flight.
2. Where possible, A Flight Attendant who is out of Base and wishes to contact the Scheduling Department should do so through her/his Purser when one is assigned.
3. A Flight Attendant shall communicate with the Scheduling Department as soon as possible any time she/he is aware of a change to her/his schedule that has not been confirmed as per M .1 above.
4. A Flight Attendant shall communicate with the Scheduling Department as soon as possible any time she/he is aware of any circumstance that may affect her/his availability for duty.
5. The Company shall make an electronic portal available to Crewmembers for purposes of receiving notification of crew assignments.

6. Scheduling Department employees will not issue or threaten discipline. A Flight Attendant who believes her/his assignment violates the FARs or this Agreement will be transferred to an Inflight Supervisor.
7. Recorded Phone Line
  - a. All telephone lines used for conversations between Flight Attendants and the Scheduling Department shall be recorded at all times. The Company shall honor the request of a Flight Attendant who asks to speak with management, including Inflight management.
  - b. Upon the initiation of a telephone call on a recorded line, Company personnel shall identify their Company status to the contacted Flight Attendant and the person on the receiving end of the call will confirm that the Company representative is talking to the affected Flight Attendant. For example: "Hello, this is Omni Air Crew Scheduler Smith calling, am I talking to Flight Attendant Jones?"
  - c. The Company shall retain each recorded conversation for ninety (90) days from the date of recording, unless such recording has been identified as particular to discipline, investigation or a grievance. In such cases the recording will be retained until the matter has been fully and finally settled.
  - d. The Company shall not randomly review the recording for the purpose of initiating discipline.

## SECTION 15

### HOURS OF SERVICE

#### A. Duty Period

For purposes of this Section, a Duty Period means all of the elapsed time between report time and release time either at a Flight Attendant's Base or layover location.

#### B. Duty Period Limitations

Duty Period Limitations are considered scheduled duty limitations. The times below may be exceeded due to irregular operations or with the consent of the Flight Attendant when permitted by regulations.

##### 1. Domestic Assignments

Duty Periods involving Deadhead and/or live flights served wholly within CONUS shall be subject to the following limitations:

- a. Duty Periods comprised solely of performance of Flight Attendant duties on live flights as well as Duty Periods comprised of Deadhead into service on live flights without intervening Rest Period will not be scheduled for a period greater than sixteen hours (16:00). Any Duty Period beginning with Deadhead will be measured from the scheduled departure time of the first Deadhead segment.
- b. Duty Periods comprised of service on live flights followed by Deadhead without an intervening Rest Period will not be scheduled for a live flight period of greater than sixteen hours (16:00) and a total combined period of greater than twenty hours (20:00).
- c. Duty Periods comprised solely of Deadhead shall not be scheduled for greater than sixteen hours (16:00) as measured from the scheduled departure time of the first Deadhead leg.
- d. Actual length of any Duty Period may exceed the above due to irregular operations, however, will always be governed by the appropriate regulations.

##### 2. International Assignments

Duty Periods involving Deadhead and/or service on live flights to or from locations outside CONUS shall be subject to the following limitations:

- a. Duty Periods comprised solely of performance of Flight Attendant duties on live flights as well as Duty Periods comprised of Deadhead into service on live flights without intervening Rest Periods will not be scheduled for a period greater than twenty hours (20:00). Any Duty Period beginning with Deadhead will be measured from the scheduled departure time of the first Deadhead segment.
- b. Duty Periods comprised of service on live flights followed by Deadhead without intervening Rest Periods will not be scheduled for a live flight period of greater than twenty hours (20:00) and a total combined period greater than twenty-four hours (24:00).
- c. Due to the unique operational requirements of the Company, Duty Periods comprised solely of Deadhead may be scheduled by the Company for a period up to twenty-four hours (24:00) measured from the scheduled departure time of the first Deadhead leg. Additionally, with the prior approval of the Director of Inflight, a Deadhead Duty Period may be scheduled for up to twenty-six hours (26:00). A Deadhead Duty Period exceeding twenty-six hours (26:00) may only be scheduled with the consent of the Flight Attendant.
- d. Actual length of any Duty Period may exceed the above due to irregular operations, however, will always be governed by the appropriate regulation.

### 3. Extended Duty Day

A Flight Attendant who exceeds eighteen (18) hours on duty or who exceeds sixteen (16) hours of duty in a day which only consists of commercial deadhead may request a Company paid hotel room in Base. Granting of the request shall be at the Company's discretion.

### C. Rest Period

Minimum rest will comply with appropriate regulations and will not be scheduled with less than ten consecutive hours (10:00) from release to report. Rest may be reduced to nine consecutive hours (09:00) from Release to Report due to operational necessity. Notwithstanding the above, a Flight Attendant may consent to any reduction in rest period that does not violate applicable regulations.

### D. Report Times

Report times for the purpose of calculating Duty times shall be as follows:

1. Report time for a live flight shall be one hour and thirty minutes (01:30) before scheduled departure or less as otherwise designated by the Company due to operational needs. A Flight Attendant will check in for a

live flight with the assigned Purser at the gate or other location designated by the Company.

2. Report times for ferry flights or Deadhead on Company aircraft shall be one hour (01:00) before scheduled departure unless extended by the Company. A Flight Attendant will check in for a ferry flight with the Purser or in the absence of an assigned Purser, with the senior Flight Attendant onboard the aircraft. A Flight Attendant will check in for a Deadhead on Company aircraft with the Purser assigned to the crew working the Deadhead flight.
3. Report times for commercial Deadhead shall be the scheduled departure time unless extended by the Company.
4. Report time for surface transportation shall be the scheduled departure time unless extended by the Company.
5. Should the Company decide to implement electronic check in, the parties will meet to discuss the parameters prior to the implementation.

E. Release Times

Release times for the purpose of calculating Duty Periods shall be as follows:

1. Release times following flight duty shall be thirty minutes (00:30) from the Block In Time at the conclusion of the last flight of the Duty Period.
2. Release times for Deadhead travel on Company aircraft shall be the Block Time logged at the conclusion of the last Deadhead flight of the Duty Period.
3. Release times for commercial Deadhead travel shall be the scheduled arrival time of the last Deadhead flight of the Duty Period. If a delay to commercial travel may impact minimum rest requirements, the Flight Attendant must contact the Scheduling Department immediately to advise the Company of the actual arrival time.

4. For surface transportation not Local in Nature, the crew shall be released from duty upon the scheduled arrival at the rest facility or Base. If a delay to surface transportation not Local in Nature may impact minimum rest requirements, the Flight Attendant must contact the Scheduling Department immediately to advise the Company of the actual arrival time.

F. On Board Crew Rest

1. Crew rest will be provided on flights in excess of seven hours (07:00) when Duty Period is scheduled to exceed sixteen hours (16:00).
2. When on board crew rest is to be provided, the Company shall provide crew rest seats. In the event passenger seats are not available for use or may not be used due to contractual requirements, a cabin jumpseat may be used for crew rest.
3. Flight Attendants who are on approved crew rest in a passenger seat shall be allowed to sleep, eat, read, listen to music, and use personal computers unless prohibited by specific programs. Flight Attendants shall conduct themselves in a professional manner (in conformity with the Flight Attendant Manual) that does not disturb or interfere with passengers or other Flight Attendants. Flight Attendants will remain in uniform unless the designated crew rest area is isolated or out of passenger view. A Flight Attendant on crew rest in a passenger seat may use a blanket and pillow/neck roll.
4. The Purser will coordinate with the Flight Attendants to schedule breaks and ensure crew rest does not lower the service standards.

G. Days Off

1. A Flight Attendant shall be guaranteed a minimum of nine (9) Scheduled Days Off in any Bid Month. Prior to the beginning of each month, Flight Attendants will be awarded a line that will include a minimum of nineteen (19) duty days. Flight Attendants assigned more than nineteen (19) duty days on an originally scheduled bid line will be paid pursuant to subsection 3 .E.1. a. (Call-Out or Holdover on a Scheduled Day Off) for each day in excess of nineteen (19).
2. Except as otherwise provided in this Agreement, a Flight Attendant shall not be required to perform any Company related duties on her/his Scheduled Days Off in Base or out of Base.
3. Flight Attendants shall be assigned twenty-four hour (24:00) breaks in conformity with the applicable FARs. Any rest period in excess of twenty-four hours (24:00) shall be considered a twenty-four hour (24:00) break for purposes of the FARs. Notification may be done through confirmation via the Company's crew scheduling system.

## SECTION 16

### SENIORITY

#### A. Seniority List

1. For the purposes of establishing the Flight Attendant System Seniority List, a Flight Attendant's seniority date shall be the day she/he begins training. In the event that more than one (1) Flight Attendant begins training on the same day, they shall be placed on the seniority list according to a lottery. If any individuals in the class are current Company employees, they will be senior to all other trainees within their class. If more than one trainee is a current Company employee, their respective seniority will be decided by lottery.
2. The System Seniority List shall be updated after each new hire class and posted on CrewNet twice a year, January 1 and July 1.
3. The seniority list showing eligible bidders shall be published with each Bid Package for each specific Base.
4. The current System Seniority List as published on the DOS is agreed to be accurate and binding.
5. Each Flight Attendant shall be permitted a period of twenty-one (21) days after the posting of the System Seniority List in which to protest, in writing, to the Company an alleged omission or incorrect posting affecting her/his seniority. A Flight Attendant returning to work after a leave or furlough shall be given twenty-one (21) days upon her/his return to initiate a protest to the list. A Flight Attendant may not repeat a protest which was not resolved to her/his satisfaction.
6. The System Seniority List shall include each Flight Attendant's name as it appears on her/his passport, seniority number, ID number, seniority date, Base, Position, and status (active or inactive).
7. Upon request, the Company shall supply a copy of the updated System Seniority List to the Union.
8. When a Flight Attendant transitions into the Purser position, she/he will retain her/his seniority date. The same shall apply to a Purser who transitions into a Flight Attendant position.

9. A Flight Attendant who transfers into a non-bargaining unit position within the In-Flight Department or a department related to customer service shall retain and accrue seniority and longevity during her/his continuous employment within the In-Flight Department or a department related to customer service provided she/he remains qualified to perform Flight Attendant duties. Temporary loss of qualification due to furlough or leave of absence will not affect the individual's seniority and longevity retention so long as the qualification is timely restored upon return to active duty.
10. A Flight Attendant who transfers to a non-bargaining unit position outside the In-flight Department or a department related to customer service shall continue to retain and accrue seniority and longevity for twelve (12) months. Thereafter, she/he shall be removed from the System Seniority List. The time referenced in this provision is cumulative for a Flight Attendant who transfers back and forth between the bargaining unit and a position outside the In-Flight Department or a department related to customer service.

B. Seniority Forfeiture

1. System Seniority will be forfeited or altered pursuant to the following provisions:
  - a. A Flight Attendant who resigns or is terminated from employment.
  - b. A Flight Attendant on a medical leave for a period in excess of six (6) years.
  - c. A Flight Attendant who remains on the furlough list for a period in excess of six (6) years.

C. Probation

A Flight Attendant shall be on probation for the first nine (9) months of Active Service measured from Date of Hire which occurs at completion of OE. Upon proper application to the MEC President, the Company may extend the probationary period of a Flight Attendant for just cause for a maximum of three (3) additional months. The specific reasons for the extension of the probationary period will be given to the Flight Attendant.

## SECTION 17

### FURLOUGH AND RECALL

#### A. Voluntary Furlough Program

1. Prior to involuntarily furloughing, the Company will offer Voluntary Furlough ("VF"), by Base, and bid by System Seniority to Flight Attendants in an effort to avoid or minimize an involuntary furlough.
2. VF will be offered for an indefinite period unless the Company elects to specify a specific leave period.
3. If the VF is for a specific leave period, a Flight Attendant may request an extension at the end of the specified period or be returned to active duty if the Company is unable to grant the extension request.
4. VF bids will be distributed electronically via the Company's e-mail system. The bid notice shall contain the bid closing and award dates, the Base(s) and the number of specific VFs being offered at each Base. The bid will be open for a minimum of seven (7) days and will be awarded within seven (7) days after the bid closes. This bid may run concurrent with the notice required in B.2., below. Only Flight Attendants domiciled at the Base where the VF is offered are eligible to bid and bids will be awarded in order of System Seniority, provided the Company may decline to award a VF bid to a Flight Attendant whom the Company desires to retain on active duty due to a level of training or qualifications (e.g. language qualified, security clearance) not possessed by all Flight Attendants.
5. Flight Attendants on a VF who receive Company group health care benefits will continue to be covered until the end of the month in which the furlough is effective. At the end of the month the coverage may be retained if the Flight Attendant is eligible for COBRA continuation.
6. A Flight Attendant on VF will retain and accrue System Seniority throughout the VF period and will accrue Longevity through the month in which the VF is effective. Thereafter the Flight Attendant will resume accrual of Longevity beginning with the first full month following return to active duty.
7. A Flight Attendant on VF may elect to cash out her/his earned vacation at the time she/he begins the VF. She/he will continue to accrue vacation through the end of the month in which the VF begins.
8. The Company will convert a Flight Attendant on VF to an involuntary furlough if she/he would have been involuntarily furloughed had she/he not taken a VF.

## B. Involuntary Furlough

1. In the event VFs do not satisfy the need for reduction, Flight Attendants shall be Displaced in inverse order of seniority at the Base where the furlough is necessary.
2. Notification of furlough will be issued electronically via the Company's e-mail system. The Company will provide fourteen (14) days notification prior to the effective date of the furlough, except where the furlough is the result of an operational disruption or other unforeseen situation. The notice may issue concurrent with the VF bid specified in A.4., above. The involuntary furlough notice may be withdrawn in the event sufficient VF bids are awarded to render the involuntary furlough unnecessary.
3. A Flight Attendant on involuntary furlough will retain and accrue System Seniority throughout the involuntary furlough period and will accrue Longevity through the month in which the furlough is effective and shall resume accrual beginning with the first full month following return to active duty.
4. A Flight Attendant must provide and maintain an up-to-date email address, residential mailing address and telephone contact information to the Human Resources Department.
5. A Flight Attendant on an involuntary furlough will be paid for her/his earned and unused vacation unless she/he notifies the Company prior to the start of the furlough that she/he wishes to retain her/his vacation.
6. Flight Attendants who participate in the Company group health care plan prior to furlough, will continue to be covered by the plan until the end of the month in which the furlough is effective. At the end of the month, those employees will be entitled to retain health care benefits by payment of the applicable premiums and execution of the appropriate forms (COBRA).

## C. Recall

1. At the point that the Company determines more active duty Flight Attendants are necessary, involuntarily furloughed Flight Attendants and Flight Attendants without a specific return date will be recalled in seniority order to the Base(s) where vacancies exist. Where a recall involves positions at more than one Base, a Flight Attendant may use her/his System Seniority to select the Base to which they will return.

2. An electronic recall notice shall be sent to each Flight Attendant entitled to recall by a form of delivery that provides a notice of delivery to the last address provided by the Flight Attendant in addition to certified mail, return receipt requested. The notice of recall shall specify the Base(s) where a Position is available and the date of recall which shall be no sooner than fourteen (14) days after the notice is sent. A furloughed flight attendant failing to notify the Company of her/his intention to return within ten (10) calendar days after delivery of the notice of recall to the email address on file with the Company or who fails to return on the date specified in the recall notice, will be considered to have declined recall and resigned from the employment of the Company. It is the Flight Attendant's responsibility to keep the Company informed of her/his correct residential address, telephone number and email address. In the event the Company has addressed and directed the notice to the last address on file with the Company and the Flight Attendant fails to acknowledge receipt or otherwise respond to the recall notice within twenty-one (21) days of the sending of the notice, the Flight Attendant will be deemed to have declined recall and resigned from the employment of the Company.
3. A furloughed Flight Attendant who wishes to remain on furlough status may request to defer recall within seventy-two hours (72:00) from the time the notification is delivered to the Flight Attendant's email address. Deferrals from furlough will be granted in order of system seniority. Deferrals will be denied in the event there are insufficient junior Flight Attendants available for recall to fill all vacancies.
4. A Flight Attendant, who is recalled and is unable to return to active duty due to a medical reason, may apply for medical leave. If the Flight Attendant was on a medical leave prior to the furlough, the time spent on medical leave at the time of the furlough shall be considered as time towards the maximum amount of medical leave. Medical certifications and proper documentation for a medical leave are required. All medical leaves of absence will be administered in accordance with the Agreement and applicable laws in effect at the time of request.
5. A Flight Attendant who is furloughed prior to the completion of her/his probationary period shall be required to remain on probation until completion of the full probationary period after return to full-time active status.

D. Notification

Where possible, the Company will notify the MEC President at least seventy-two hours (72:00) prior to announcing a furlough.

## **SECTION 18**

### **FILLING OF VACANCIES AND DISPLACEMENT**

#### **A. Permanent Vacancy**

1. A Vacancy is a Position at a Base that the Company elects to fill and that shall be awarded or assigned in accordance with this Section. Vacancies to be filled through recall from furlough shall not be subject to this Section but will be filled pursuant to Section 17 (Furlough and Recall).
2. The Company shall institute a permanent bid system. Flight Attendants may submit a Standing Bid listing in order of preference the Flight Attendant Bases to which the Flight Attendant desires to be assigned. A Flight Attendant shall have the right to change her/his Standing Bid by submitting a revision on a Standing Bid form instituted by the Company and available to be changed online.
3. Vacancies occurring at an existing Base shall be awarded to the senior Flight Attendant indicating a preference for the location on her/his Standing Bid on file with the Company.
4. The Company shall announce permanent Vacancies for New Bases via e-mail. The announcement shall include the Base location, the number of Vacancies to be filled, and the anticipated effective date. The announcement shall also specify a bid closing date not less than fourteen (14) days after the initial announcement. Prior to the bid closing date, a Flight Attendant shall have the opportunity to amend her/his Standing Bid in order to bid for the new Base.
5. A new hire Flight Attendant will be assigned a Base after all transfer bids have been awarded.
6. A Flight Attendant voluntarily transferring to a different Base must coordinate with the Scheduling Department for any time off needed to relocate. Any leave granted for relocation shall be unpaid, or a Flight Attendant may use her/his vacation time.
7. A Flight Attendant who transfers from one Base to another shall carry over her/his vacation award, if the operation permits. If a Flight Attendant is unable to carry over her/his vacation award, she/he will have the opportunity to cash out the vacation or transfer the vacation to an open period.

## B. Displacement

1. When a Base is downsized or closed a Displaced Flight Attendant may use her/his System Seniority to bump into any Base where there are junior Flight Attendants assigned. A Flight Attendant Displaced from their Base by reason of being bumped by a more senior Flight Attendant may use their System Seniority to bump a junior Flight Attendant at another Base. Displacement bid awards shall be made from the Displaced Flight Attendant's Standing Displacement Bid which shall list her/his Base preferences in order of preference. A Displaced Flight Attendant shall be awarded the Base ranked highest on their preference list where they have sufficient seniority to bump a junior Flight Attendant. A Flight Attendant who has no Standing Displacement Bid on file or who has insufficient seniority to hold a Position at any of her/his listed Base preferences shall be assigned by the Company to any Base at which she/he has sufficient seniority to hold a Position. A Flight Attendant's Standing Displacement Bid may be changed online.
2. Notification of a staff reduction or Base closure shall be made to the affected Flight Attendants no later than fourteen (14) days prior to the effective date. The Union shall be notified prior to the announcement.

## C. Temporary Duty Assignments

1. The Company may designate a Temporary Duty Assignment ("TDY") and fill Vacancies pursuant to this subsection. TDY Vacancies shall be separately bid and/or involuntarily assigned for Flight Attendants and Pursers positions.
2. A TDY can occur at an existing Base or a place where there is not a Base.
3. Vacancies in a TDY designated to last less than a Bid Month and which is known at the time the monthly Bid Line Package is published will be included for bid in the monthly bid package and will not require separate TDY bid. Where the TDY is designated to last less than a Bid Month and is not known at the time the monthly bid package is published, the Company will staff that TDY as any other uncovered Trip pursuant to this Agreement.
4. Vacancies in a TDY intended to last longer than one Bid Month will be bid and awarded using System Seniority of Flight Attendants at the Base(s) where the Company elects to post the bid. Nothing herein shall preclude a Flight Attendant already on a TDY to continue bidding for that or other TDY locations, providing such bid does not conflict with the original TDY assignment.
5. No Flight Attendant may be involuntarily assigned to a TDY more than twice every twelve (12) months.

6. TDY shall be posted and awarded in conjunction with the Bid Line Package. The Bid Line Package shall contain the information about the assignment, including the expected length, the closing and award date.
7. A Flight Attendant who is scheduled for vacation during a TDY assignment must reschedule her/his vacation, provided there is a slot available. A Flight Attendant may elect to have her/his vacation cashed out in this instance. Nothing herein shall preclude the Company and Flight Attendant from agreeing to accommodate the vacation at the TDY location or Base at the same or different time.
8. Flight Attendants assigned a TDY will have a schedule constructed for each Bid Month at that location in accordance with Section 14 (Scheduling) and Section 15 (Hours of Service).
9. If an insufficient number of Flight Attendants bid for the TDY, the Company may junior assign for the Position(s). No individual Flight Attendant will be involuntarily assigned a TDY for more than three (3) consecutive months. At the end of the three (3) consecutive months the Company may assign the next most junior eligible Flight Attendant to fill the TDY for the next three (3) consecutive month period, unless that Flight Attendant is scheduled for vacation during that period. No Flight Attendant will be eligible for involuntary assignment to a TDY during a vacation month.
10. A Flight Attendant filling a TDY will be provided with travel to and from the TDY location, accommodations, per diem, transportation between Company-provided lodging and the TDY airport, for the entire period of such TDY until she/he is returned to her/his Base. Where deemed operationally feasible, the Company will not require a Flight Attendant on TDY to check out of the hotel or other accommodation during trips.
11. Scheduled Days Off at the TDY location shall be considered Scheduled Days Off as provided for in this Agreement.

#### D. Dedicated Crew Assignments

1. A Dedicated Crew Assignment is one in which a fixed compliment of Flight Attendants is selected to comprise the crew for one or more flights. Dedicated crew assignments may or may not be a requirement of program flying. The Company shall designate a specific Base(s) from which dedicated flying shall be staffed. The company will post dedicated crew Vacancies for bid in accordance with this Section. The posting will include the duration and specific information associated with the assignment.

#### 2. Dedicated Crew without Interviews

The dedicated crew positions will be awarded in seniority order at the designated Base(s). Once awarded, Trips arising from a dedicated crew

assignment shall take priority over any other flying that is or may be bid, awarded or assigned to a Flight Attendant.

3. Dedicated Crew with Interviews

If a client requires interviews with interested Flight Attendants for dedicated crew positions the interview process will include a staff member from the Human Resource Department to ensure compliance with all applicable federal, state, and local laws and this Agreement. Upon request of the MEC President/Designee, the Company shall provide written verification of a contractual requirement for a dedicated crew, to include a redacted copy of the client contract if not prohibited by a confidentiality agreement. The Union agrees to execute a confidentiality agreement with the Company in order to view certain contractual provisions if necessary. Positions will be awarded in seniority order from the candidate(s) who successfully complete the interview process. The Company shall ensure that all bidding Flight Attendants senior to the most junior Flight Attendant selected will have the opportunity to be interviewed.

E. Program Flying

1. The Company shall designate a specific Base(s) or TDY location(s) from which program flying shall occur and bids shall be awarded in System Seniority order at the Base(s) from which the program flying shall occur. Where the terms of a customer contract specify special qualifications or training (e.g. governmental security clearance, language proficiency, emergency medical training) the Company may specify the qualification on Bid Line Packages and restrict the bidding to Flight Attendants who meet the qualifications.
2. Bids for program flying may cover periods up to three (3) months duration unless a longer period is agreed to by the Company and Union and may restrict the Flight Attendants who are awarded bids to the program from performing any other flying or reserve duty.
3. In the event there are insufficient bids submitted for program flying from the designated Base(s), all Flight Attendants system wide will be offered the chance to bid. If positions still remain open, the Company may assign junior qualified Flight Attendants to the flying and they will be required to fly. Should the Company be unable to fill all positions with qualified Flight Attendants, the qualifications will, with the customer's concurrence, be removed or modified and positions awarded in order of System Seniority.

F. Pursers

1. The Company will fill Purser Vacancies from the System Seniority List. Flight Attendants desiring to upgrade to Purser must submit an Upgrade Request form and complete an internal Company application. In addition

the applicant must present evaluations/recommendations from three (3) different Pursers. Vacancies will be filled from the applications on file from Flight Attendants at the Base where the Vacancy exists. Where there are insufficient applicants from the Base where the Purser Vacancy exists, the Vacancy will be opened to applicants system wide. The Vacancy will be posted at least ten (10) days in advance.

2. In order to be considered for a Purser position a Flight Attendant must have completed six (6) months active service from Date of Hire with the Company, and have a personnel record that does not indicate any major disciplinary problems during the preceding twelve (12) months. For purposes of this subsection, the term major disciplinary problem shall include discipline for a failed Trip and/or an unable to contact incident. Flight Attendants who meet these minimum qualifications will be interviewed by Inflight Management and will be selected in System Seniority order. Those awarded the position will be scheduled to attend the Purser training and upon successful completion of Purser training will be eligible to serve as Purser on line flights. Flight Attendants who fail to meet the qualifications or who fail to successfully complete training may reapply after the passage of six (6) months. Upon request, the Company will provide the reason, in writing, to a Flight Attendant not selected for the Purser program.
3. The criteria used in the evaluation forms and the training standards required of a Purser candidate shall be determined by the Company. The Company may make exceptions to the minimum qualifications for the Purser position.
4. Pursers will be eligible to bid on Purser Bid Lines constructed for their Base and such bids will be awarded on System Seniority. Pursers with insufficient System Seniority to hold a Purser Bid Line will bid a Flight Attendant Line and will be eligible for assignment to Purser as needed. Pursers holding Flight Attendant Bid Lines and Flight Attendants assigned by the Company to serve as temporary Pursers on an as needed basis will receive Purser pay only for those block hours covering flight segments on which they actually worked as Purser. Purser pay will be as outlined in Section 3 (Compensation). A Purser may bid for a Purser line once she/he has completed the upgrade process.

5. A Purser may return to Flight Attendant status, upon written application, and will be released from Purser status within the next sixty (60) days. A former Purser may reapply for a vacant Purser position at any time and will not be required to complete additional training unless the Purser training has changed since that Flight Attendant last went through Purser training.
6. In the absence of a Purser for a flight originating at Base, the position will be filled by another Purser in accordance with Section 14 (Scheduling), time permitting. In the absence of a Purser for a flight originating out of Base or when time does not permit in Base, the position will be offered to the Flight Attendants on crew in order of seniority. If no Flight Attendant accepts the position, the junior Flight Attendant must accept the assignment. The acting Purser will receive Purser pay for that flight.
7. A Purser will be provided with a Company credit card to use for Company business (including the cost of internet at hotels with prior Company approval). A Purser will be reimbursed for using her/his personal cell phone for all charges incurred during calls to/from the Company upon submission of the receipt. The reimbursement shall be paid in accordance with Section 6 (Expenses).

G. Bid Posting and Award Procedures

1. All bid postings and awards will be posted electronically on the Company's intra-net site.
2. All bids shall be submitted electronically as specified in the bid posting.

## SECTION 19

### DISCIPLINE, GRIEVANCES AND SYSTEM BOARD

#### A. Settlement of Disputes

1. A Flight Attendant, or the Union on behalf of the Flight Attendant, covered by this Agreement who has a grievance arising out of the interpretation or application of the terms of this Agreement, or who believes she/he has been unjustly disciplined or discharged, which dispute has not been settled or resolved in conference with Company officials, shall use the dispute resolution procedures as established herein.
2. Filing of the grievance for other than discipline or discharge should occur only after the Flight Attendant has made an attempt to discuss the issue with her immediate supervisor or other appropriate personnel.

#### B. Discipline and Discharge

1. A Flight Attendant shall not be disciplined or discharged without just cause and without previously being afforded a hearing before the Director of Inflight provided that the Flight Attendant has made herself/himself available for the hearing. The Flight Attendant shall be notified of the time and place of the hearing and the nature of the matter to be discussed. The hearing may be conducted by telephone. The notice must specifically reference that discipline or discharge may be assessed and the Flight Attendant shall have the right to the presence of a Union representative or a Flight Attendant of her/his choice, provided such choice is reasonably available.
2. Nothing contained herein shall prohibit the Company from conducting a pre-hearing investigation to determine whether a disciplinary hearing is warranted. In no case shall an investigative hearing which has the potential to lead to discipline of that Flight Attendant be held without Union representation if such representation is requested and is available within a reasonable period of time. Concurrently, the Union shall be notified.
3. When a Flight Attendant is disciplined or discharged, the Company shall furnish her/him with a written statement of the charge(s) against her/him, with a copy to the Union.

4. Nothing herein shall prevent the Company from holding a Flight Attendant out of service without pay pending completion of an investigation into possible discipline or discharge for a serious infraction, or a lesser infraction which needs investigation and which could lead to suspension or discharge because it follows prior disciplinary incidents. During the investigation for all other alleged infractions, a Flight Attendant will remain active. A Flight Attendant will not be held out of service for more than seven (7) duty days without a letter of charge.
5. A Flight Attendant will not be disciplined for an alleged event which happened more than sixty (60) days prior to the disciplinary notice.
6. The Union will not prosecute and the Company need not accept any grievance challenging discipline or discharge filed on behalf of a Flight Attendant who has not completed the probationary period established under this Agreement. However, a probationary Flight Attendant shall have the right to submit grievances regarding a contract violation unrelated to discipline or discharge.

C. The Grievance Process

1. Discipline and Discharge
  - a. A grievance challenging an action of discipline or discharge shall be in writing, signed by the affected Flight Attendant or the Union representative, and must be submitted by the Union to the Director of Inflight within fifteen (15) calendar days after the Flight Attendant is notified of the Company's disciplinary or discharge decision under subsection B.3, above.
  - b. A meeting with the grievant and her/his Union representative shall be held by the Director of Inflight within twenty-one (21) calendar days after receipt of the Flight Attendant's grievance. The meeting may be conducted by telephone.
  - c. Within fifteen (15) calendar days after the close of such investigation and meeting, a written answer to the grievance shall be issued and sent via email to the grievant. A copy shall also be provided to the Union.
  - d. Appeal of the matter to the System Board of Adjustment may be initiated by the Union through notice of appeal to the Director of Inflight within thirty (30) days after the Union's receipt of the Company's grievance decision.

## 2. Non-Disciplinary Grievances

- a. A Flight Attendant, or the Union on behalf of a Flight Attendant or a group of Flight Attendants, may file a grievance concerning any action of the Company which the Flight Attendant or Union believes is a violation of the terms of the Agreement.
- b. Grievances concerning matters other than discipline or discharge shall be submitted by the Union and shall state in reasonable detail the facts upon which the claim is based and the section of the Agreement alleged to have been violated and the relief sought. The grievance shall be in writing, signed by the affected Flight Attendant or Union official. The grievance must be submitted to the Director of Inflight within thirty (30) calendar days from the time the Flight Attendant knew, or reasonably should have known, of the event(s) giving rise to the grievance, whichever is earlier.
- c. A meeting with the grievant and/or the Union representative shall be held by the Director of Inflight within twenty-one (21) calendar days after receipt of the Flight Attendant's written grievance. The meeting may be conducted by telephone. The Company shall provide its answer to the grievance, in writing, via email within fifteen (15) calendar days after the close of such investigation and meeting. A copy shall also be provided to the Union.
- d. Appeal of the matter to the System Board of Adjustment may be initiated by the Union through notice of appeal to the Director of Inflight within thirty (30) days after the Union's receipt of the Company's grievance decision.

## D. System Board of Adjustment

### 1. Establishment

In compliance with Section 204, Title II of the RLA, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances arising out of the terms of this Agreement. Such Board will be known as the Flight Attendant's System Board of Adjustment.

### 2. Membership

- a. The System Board of Adjustment shall be comprised of one (1) neutral member.

- b. The neutral member shall be selected by mutual agreement of the parties. The Company and the Union, on alternating basis, shall proffer a list of ten (10) arbitrators within thirty (30) days of the System Board of Adjustment filing. Such arbitrators shall be members of the National Academy of Arbitrators and shall have aviation arbitration experience. The party to whom the list is proffered shall select an arbitrator within thirty (30) calendar days of receipt of the arbitrator proffer list. If a party fails to select an arbitrator from the proffered list, or the parties are otherwise unable to agree on the selection of an arbitrator, either party may request the National Mediation Board to provide the parties with a panel of ten (10) neutrals who are members of the National Academy of Arbitrators with aviation arbitration experience. The parties shall, by the alternate strike method, select an arbitrator from the panel within fifteen (15) calendar days of receipt of the panel. The party who proffered the original list of arbitrators or whose turn it was to do so shall have the first strike from the National Mediation Board panel.
- c. The System Board of Adjustment hearing shall convene within sixty (60) calendar days following the selection of the arbitrator if the arbitrator proffers available dates within the time period prescribed. If the arbitrator is not available within sixty (60) calendar days, the hearing shall convene as soon as possible thereafter. In the event that the arbitrator is not available within four (4) months of selection, either party may insist that another arbitrator be selected in conformity with subsection 2.b, above.

### 3. Jurisdiction

The System Board of Adjustment shall have jurisdiction over grievances arising out of the interpretation and application of the specific provisions of this Agreement or arising from the discipline or discharge of Flight Attendants covered by this Agreement. The System Board of Adjustment does not have the jurisdiction over any dispute unless all of the procedures required by the grievance procedure provided for in this Agreement have been timely and completely exhausted in the dispute, and the dispute had been properly submitted to the System Board of Adjustment. The System Board of Adjustment has no jurisdiction to modify, add or otherwise alter or amend any of the terms of this Agreement or to make any decision which has such effect.

4. Submission of Dispute

All submission of disputes properly referred to the System Board of Adjustment for consideration shall be submitted with one (1) copy each to the Company and the Union, and one (1) copy for the arbitrator. Such submission shall show:

- a. Question or questions at issue, including the section of the Agreement at issue;
- b. Statement of facts;
- c. Position of the submitting party;
- d. Position of the other party; and
- e. The relief sought.

5. Documents, Witnesses, Evidence and Representation

Upon request, each party shall provide the other party all documents and reports in its possession related to the grievance. The arbitrator shall also have subpoena power to demand production of documents from the Company or the Union and to summon any witnesses who may be deemed necessary by either party to the dispute. The expense associated with the appearance of a subpoenaed witness shall be borne by the party requesting the subpoena.

6. Decisions Final

Decisions of the System Board of Adjustment in all cases properly referred to it shall be final and binding upon the parties. System Board of Adjustment findings and decisions shall be in writing and shall be rendered within forty-five (45) days from the close of the hearing, or as soon as practicable thereafter.

7. Location of Hearings

In disciplinary cases, the System Board of Adjustment shall meet at the Base of the Flight Attendant who is the subject of the discipline or at another mutually agreeable location. Hearings in all other cases shall be heard in the city where the Company maintains its headquarters or another mutually agreeable location.

8. Rights and Privileges of Parties

Nothing herein shall be construed to limit, restrict or abridge the rights and privileges accorded to the Flight Attendants, the Union or the Company, or their accredited representatives, under provisions of the RLA.

9. Expenses – Arbitrator/Witnesses/Union Representatives

- a. The expenses and reasonable compensation of the arbitrator shall be borne equally by the parties. Each of the parties shall assume the compensation and travel expenses of their witnesses and representatives. Should a hearing be postponed or canceled without mutual consent of the Company and the Union, the party requesting such postponement or cancellation shall bear any and all cancellation fees and/or expenses incurred by the arbitrator.
- b. The grievant, witnesses, and the Union representatives who are employees of the Company shall be provided transportation on Company equipment on a space available basis when released from duty to attend the arbitration hearing and to return to duty at the conclusion of the arbitration hearing. In order to facilitate scheduling and transportation of necessary parties to the arbitration hearing, the Union shall provide to the Company a list of its anticipated witnesses and representatives no later than fourteen (14) calendar days prior to the scheduled arbitration hearing, if known at that time.

10. Stenographic Report

Unless otherwise mutually agreed by the parties, a stenographic report shall be taken of any arbitration hearing and the cost shall be borne equally by both parties to the dispute. No stenographic report or other recordings are permitted at other hearings or meetings except by mutual agreement in advance.

E. Resolution of Disputes – General

1. Consistent with other provisions of this Section, a Flight Attendant shall, upon request, be entitled to have a Union representative present at any step of the grievance procedure and at any other such time a Flight Attendant is requested to meet with a member of management where there exists the potential that such meeting may result in disciplinary action being taken against the Flight Attendant. Teleconferencing may be used in lieu of in-person investigations and hearings.

2. Any time limits prescribed in this Section may be waived by mutual written consent of the Company, on the one hand, and the grievant or the Union on the other. Failure to file or advance any grievance within the time periods prescribed shall result in the waiver and abandonment of the grievance. If any hearing answer required of the Company under the provisions of this Section is not provided within the time limits prescribed herein, or any extension mutually agreed upon, the grievance shall advance to the next level of the resolution procedure.
3. If, as a result of any hearing or appeal therefrom as provided herein, the grievant is exonerated, she/he shall, if she/he has been withheld from service, be reinstated without loss of System Seniority or Longevity accrued and shall be paid for such time lost in an amount which she/he would have earned had such Flight Attendant been continued in service and shall be paid for such time lost in the amount which she/he would have earned in MPG had such Flight Attendant been continued in service during such period. The personnel records shall also be cleared of any and all charges related to that matter. The System Board of Adjustment shall have the authority to order a party to comply with any provision(s) of the Agreement as necessary to remedy or correct violations or to require specific performance of a provision of the Agreement.
4. The periods of time for hearings, decisions, and appeals established in this Section shall be considered as maximum periods and that when hearings, decisions and appeals can be handled in a period of less than the maximum time stipulated, every effort shall be made so as to expedite such cases.
5. Personnel File
  - a. Upon written request directed to the Director of Human Resources, a Flight Attendant shall be permitted to inspect her/his personnel file and make copies of any disciplinary notices and any other documents contained in such file by making an appointment with reasonable notice during regular business hours.
  - b. The Company shall not place any disciplinary notice in a Flight Attendant's personnel file without first providing a copy to the Flight Attendant. A Flight Attendant shall be allowed to place in her/his personnel file her/his own statement on the disciplinary notice or incident report. The Company cannot use any disciplinary letters, reports or notices of any kind in support of disciplinary action if the Flight Attendant has not been provided with said supporting documents.

- c. If a Flight Attendant has not had a documented incident of discipline during a twelve (12) month period, previous matters of discipline and complaint letters shall not be used in assessing future discipline or making performance evaluations. The twelve (12) month record retention period shall be applied retroactively from DOS.
  - d. Upon request, a Flight Attendant who has not had a documented incident of discipline during a twelve (12) month period may require, to the extent permitted by law, that all previous letters of discipline be removed from her/his personnel file. The twelve (12) month record retention period shall be applied retroactively from DOS.
6. The procedures set out in the Section shall be followed only in cases pertaining to and covering alleged grievances, disputes, claims and causes of action arising or occurring and filed subsequent to the effective date of this Agreement.
7. Unless otherwise specified herein, the term "Days" used in this Section shall mean calendar days.

F. Grievance Mediation

Disputes may be submitted to grievance mediation, with the agreement of both parties, prior to arbitration.

1. A one-time training session for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the National Mediation Board. Each party will be responsible for the expenses of its participants at the training session and Flight Attendants attending the session will be released pursuant to Section 8 (Union Business). Thereafter, mediation proceedings will be conducted at a mutually agreeable location.
2. Mediators either will be provided by the National Mediation Board pursuant to a process to be agreed upon by the parties or by any other method mutually agreed upon by the parties. All mediation fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the cost and expenses of its participants in the mediation.
3. In coordination with the mediator, a date shall be mutually agreed upon by the parties.

4. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.
5. The grievant(s) will have the right to be present for the presentation of their case. Other attendees will include those individuals needed to present the parties' position and to reach agreement with authority to bind their respective party. Each party will be responsible for the costs and expenses of the attendance at the mediation of witnesses or other participants whom it wishes to attend. The Grievant or other Flight Attendants brought to the mediation on behalf of the Union shall be released pursuant to Section 8 (Union Business). Non-participating observers will not be admitted except by mutual agreement of the parties.
6. In the case of an MEC grievance, designated Union representatives present at the mediation shall represent the Union. In the case of individual grievances, if the grievant elects not to be present personally, the Union representative shall have full authority and discretion to act on behalf of the grievant to resolve the grievance.
7. The Company and the Union shall each appoint a principal spokesperson, who may be an attorney, for the mediation conference. Every effort will be made to assure that the Union and the Company representatives present at each mediation conference are familiar with the subject matter to be considered at that conference.
8. The mediation process shall be informal. The mediator has authority to meet both jointly and separately with the parties; however, the mediator has no authority to compel resolution of the grievance.
9. Upon reaching a settlement, the parties shall immediately reduce it to written form which will be signed by the Company, the Union and the grievant or authorized representative.
10. Absent written mutual agreement to the contrary, the record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record shall be admissible solely to interpret or apply the settlement, if necessary.
11. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision involving the interpretation or application of the Agreement, together with the reasons for his decision, unless both parties agree that no opinion shall be provided.

12. Written material presented to the mediator or to the other party shall be returned to the party presenting that material at the termination of the mediation conference.
13. In the event a grievance that had been the subject of a mediation conference is subsequently heard before the System Board of Adjustment, the mediator may not serve as the arbitrator, nor may he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a mediation conference; nor will there be any reference to statements made, documents provided, or actions taken by either the mediator or participants during the course of a mediation conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Mediation Conference.
14. By agreeing to schedule a mediation conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such conference.
15. The jurisdiction of the Mediator shall not extend to proposed changes in hours of employment, rates of compensation or working conditions.
16. All parties involved in the mediation conference, including the mediator, are barred from disseminating information surrounding the conference and/or individual grievances to the public, the media or like sources.
17. Nothing in this subsection shall preclude the parties from agreeing to other or different methods of grievance settlement, mediation, mediation/arbitration or alternative grievance resolution.

## SECTION 20

### UNION SECURITY

- A. Each Flight Attendant who fails voluntarily to acquire or maintain membership in the Union shall be required as a condition of continued employment to pay to the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge shall be an amount equal to the Union's regular and usual dues and periodic assessments, including 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, or to any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By-Laws.
- C. If a Flight Attendant of the Company covered by this Agreement becomes delinquent in the payment of her/his membership dues or service charge, the Union shall notify such Flight Attendant by Certified Mail, Return Receipt Requested, copy to the Director of Inflight that she/he is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant and that she/he must remit the required payment within a period of thirty (30) days or be discharged.
- D. If, upon the expiration of the thirty (30) day period, the Flight Attendant remains delinquent, the Union shall certify in writing to the Director of Inflight, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The Director of Inflight shall discharge such Flight Attendant from the service of the Company.
- E. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.

## F. Payroll Deduction

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 Union, membership dues or service charge, 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, provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Dues and Service Charge", also to be known as a Dues/Service Charge Check Off Form, shall be prepared and furnished by the Union.
2. When a member of the Union properly executes such Dues/Service Charge Check Off Form, the Treasurer of the Union shall forward an original copy to the Director of Inflight. Any Dues/Service Charge Check Off Form which is incomplete, or improperly executed, will be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the Director of Inflight, with a copy to the Union. Dues/Service Charge Check Off Form and notices received by the Company will be stamp dated on the date received and not when mailed.
3. When a Dues/Service Charge Check Off Form, as specified herein, is received by the Director of Inflight on or before the first day of the month, the dues deduction will begin with the first payday of the following month, and will continue thereafter until revoked or canceled as provided in this Section. The Company will remit to the Union a wire transfer in payment of all dues collected for the month. The Company will make the payment prior to the end of the next following month. The Company remittance of the Union membership dues/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. The list shall be transmitted electronically, if possible.
4. No deduction of the Union dues/service charge will be made from the wages of any Flight Attendant who has executed a Dues/Service Charge Check Off Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay for a period longer than thirty (30) days. Upon return to work as a Flight Attendant covered by this Agreement, whether by transfer, termination of leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment provisions of this Section and of the Railway Labor Act, as amended.

5. A Flight Attendant may revoke her/his Dues/Service Charge Check Off Form with thirty (30) days written notice of such revocation directed to the Director of Inflight. Such revocation will be valid notwithstanding any provisions to the contrary set forth in the standard Dues/Service Charge Check Off Form provided by the Union.
6. The Company shall only make the monthly dues/service charge deductions provided by the Union. It shall be the responsibility of the Union to notify the Director of Inflight of the amount of such dues/service charge and any changes thereto at least thirty (30) days prior to the effective date. The Company shall not make any other deductions for the Union, including assessments, notwithstanding any provisions to the contrary set forth on the standard Dues/Service Charge Check Off Form provided by the Union. It shall be the responsibility of the Union to collect any other fees, including assessments.
7. Collection of dues missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.
8. Deductions of membership dues/service charge shall be made semi-monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the monthly period in which her/his last day of work occurs, provided the amount earned is sufficient to allow for such deduction after all obligations to the Company have been satisfied.

Association of Flight Attendants-CWA, AFL-CIO

Assignment And Authorization For Voluntary Check-off Of Union Dues/Service Charge

TO: Omni Air International Human Resources

I, \_\_\_\_\_ hereby authorize Omni Air International to deduct from my earnings twice each month, half of the standard monthly membership dues or service charge, required by the Association of Flight Attendants-CWA. Such amount so deducted is hereby assigned to the Union, subject to all of the terms and conditions of the Railway Labor Act, as amended, and the provisions of the applicable Collective Bargaining Agreement. This Agreement and authorization may be revoked by me in writing, with a copy of such revocation sent to the President of the Master Executive Council.

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

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

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

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

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

Please print name and address below:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP \_\_\_\_\_

Please complete and return to: Association of Flight Attendants-CWA  
501 Third Street, N.W.  
Washington, D.C. 20001-2797  
ATTN: AFA Membership

## SECTION 21

### MISSING, INTERNMENT, HOSTAGE OR PRISONER OF WAR BENEFITS

- A. Any Flight Attendant who, while in the performance of duties for the Company, through no fault of her/his own, becomes missing, is illegally interned, is held as a prisoner of war, is hijacked or is held hostage, shall accrue Seniority and Longevity credit, and shall receive the following benefits until she/he returns to active employment with the Company or as otherwise provided in this Section:
1. Pay continuation based on the Flight Attendant's six (6) month's pay prior to the time the Flight Attendant was missing, less legally mandated deductions and deductions previously authorized by the Flight Attendant. In the event the Flight Attendant does not have a prior six (6) month's pay history, such Flight Attendant will receive pay continuation based on the Flight Attendant's MPG, less legally mandated deductions and deductions previously authorized by the Flight Attendant. Where such Flight Attendants would be entitled to Longevity raises, the Flight Attendant shall be paid in accordance with those raises.
  2. Continuation of travel benefits for dependents of said Flight Attendant for the period of such payments hereunder.
  3. Contributions that were being paid by the Flight Attendant and deducted from his wages shall continue to be deducted from wages paid under this internment benefit.
  4. Accrual of vacation and sick leave credit for the period of wage payments hereunder.
  5. If a Flight Attendant is paid benefits pursuant to this subsection A and it is later determined that the Flight Attendant was not involuntarily or illegally interned, held as a prisoner of war, hijacked or held hostage but instead was voluntarily missing, all benefits paid in accordance with this subsection A shall be repaid to the Company.
- B. In cases in which it is not apparent whether the Flight Attendant is involuntarily or unlawfully detained, the above benefits shall be paid retroactively if such status is later confirmed.
- C. In the event that the Union has concerns regarding the security of Flight Attendants in foreign locations, the parties shall promptly meet and confer regarding appropriate security measures to be taken in light of the risk reasonably expected to be incurred. Any security measures agreed upon shall be promptly implemented.

- D. If death is established, or if there is sufficient presumption of death, all benefits set forth in subsection A, above, shall cease and death and survivor benefits shall be paid in accordance with the terms of the applicable group life insurance company.
- E. If the parties are unable to confirm whether a Flight Attendant who is interned or unlawfully detained is alive or dead, compensation and other benefits shall continue to be paid by the Company to the beneficiaries (or trust account) indicated in the Flight Attendant's letter of instruction to the Company for a period of twenty-four (24) months after such Flight Attendant was last known to be alive. At the end of that twenty-four (24) month period, if the Crewmember's status is still unconfirmed, death and survivor benefits shall be paid in accordance with the terms of any applicable group life insurance policy.
- F. If a Flight Attendant who has been paid death and/or survivor benefits pursuant to this Section is later found to be alive, he shall receive retroactively the difference in pay between the total compensation (including death benefits) paid by the Company or its insurers under this Section and the monthly amounts he would have been due under this Section had the Company known she/he was alive. If the Flight Attendant remains interned or imprisoned, monthly payments shall then be resumed for the duration of internment or imprisonment. If the death and/or survivor benefits are greater than the benefits provided pursuant to this Section, the Flight Attendant shall reimburse the Company or its insurance carrier, if applicable under the policy, for the excess received.
- G. The monthly compensation set forth in subsection A above, shall be credited to such Flight Attendant on the books of the Company and shall be distributed according to written directions from the Flight Attendant. The Company shall require each Flight Attendant to execute and deliver to the Company a written direction in the form set forth in subsection I, below, as long as not prohibited by law or court order.
- H. If a Flight Attendant due compensation under this Section has not completed a direction per subsection G, above, or the written direction does not cover the situation, such compensation shall be held in an interest bearing account at a federally-insured financial institution until the Flight Attendant is found or released and is able to claim the compensation. In the event of the Crewmember's death, the proceeds of said account shall be paid to the legal representative of the Flight Attendant's estate.

I. Form of Written Direction:

WRITTEN DIRECTION FOR DISBURSEMENT OF BENEFITS

TO: Omni Air International, Inc.

DATE: \_\_\_\_\_

In the event payment directly to me is not possible, you are hereby directed to pay all monthly compensation due me and any other benefits stipulated in the Agreement as follows:

\$ \_\_\_\_\_ or \_\_\_\_\_ % per month to

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_,

as long as living, and thereafter to

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_.

The balance, if any amounts accruing after the death of the persons named above shall be held for me and distributed as stipulated in Section 22, subparagraph H of the Agreement.

The foregoing directions may be modified from time to time by letter addressed to the Company and signed by the undersigned. Any such modification shall become effective as of the date of receipt by the Company.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Employee number)

## SECTION 22

### UNIFORMS

#### A. Uniforms

1. A Flight Attendant shall wear the complete regulation uniform while on duty and comply with the guidelines required by the Company. The uniform shall be worn as prescribed in the Flight Attendant Policies and Procedures Handbook, except for limited exceptions granted by the Company. The Flight Attendant is responsible for keeping the uniform clean, pressed, well fitted and in good repair.
2. If the Company requires changes to the style and/or color of the mandatory regulation uniform, it shall pay the total cost of two (2) complete replacement uniforms or of adapting two (2) complete uniforms per Flight Attendant to accommodate any changes.
3. Uniform pieces which are purchased by Flight Attendants from the Company will be new, with tags.
4. The mandatory uniform shall be as specified in the Flight Attendant Policies and Procedures Handbook, as amended from time to time. Prior to publishing amendments, the Company will discuss changes with Union.
5. Generally, the female Flight Attendant uniform will always include the option of wearing pants instead of a skirt or dress. However, should it be a requirement of the customer, female Flight Attendants may be required to wear the dress or skirt. Upon request, Union will be provided with documentation of the customer's prohibition of pants for female Flight Attendants.

#### 6. Optional Uniform Items

The Company may make optional uniform pieces available for purchase by Flight Attendants. The Company will make a maternity uniform and winter coat available for purchase by Flight Attendants. Should any optional uniform piece be required, the Company shall pay for the cost of that piece for each Flight Attendant.

#### 7. Special Contract Items

When a change or addition is made to any required special inflight attire, such as a tropical shirt, the Company shall provide the initial required amount of attire to each Flight Attendant scheduled to fly the contract at no cost. The Company may require return of attire supplied pursuant to this subsection at the conclusion of the contract or if the Flight Attendant leaves the program.

8. One pair of wings and two name tags will be supplied at no cost to the Flight Attendants. A Flight Attendants whose wings and/or name tag is damaged while at work will, upon presentation of the damaged wings and/or nametag receive a replacement or repair at the Company's expense.
9. The Company will make reasonable effort when time permits to provide, at no cost to the Flight Attendant, any special item that must be worn to gain entrance to a specific country. These items will be supplied to all impacted Flight Attendants scheduled to fly to or through the country, whether or not they are scheduled to layover. This includes Deadhead and commercial travel.

B. Luggage

Flight Attendants are permitted to carry up to four (4) pieces of plain black luggage. Only two (2) smaller pieces of luggage may be brought on board the aircraft during a live flight. Rollerboards must be checked on live flights, where checking is a customer requirement. Luggage must conform to the requirements of the Flight Attendant Policy and Procedure Handbook.

C. New Hires

A new hire Flight Attendant shall be required to purchase two (2) complete uniforms. New hire Flight Attendants may also purchase additional or optional uniform pieces at this time. If a Flight Attendant utilizes payroll deduction, the rate of repayment shall be Thirty Dollars (\$30) per pay period. The total aggregate Company advance subject to payroll deduction is not to exceed Six Hundred Dollars (\$600). In the event a Flight Attendant is terminated, furloughed or takes a leave of absence for a period estimated to last in excess of thirty (30) days, the balance owed shall be deducted from the Flight Attendant's final paycheck.

D. Uniform Allowance

1. On her/his first anniversary date, a Flight Attendant will receive an allowance of One Hundred Dollars (\$100) to purchase replacement uniform pieces from a Company designated uniform vendor or to purchase uniform accessories. This allowance must be used by the next anniversary date. For the purposes of this provision, if a uniform piece has been ordered from a Company designated uniform vendor it will be considered to have been "used" by the next anniversary date.

2. After the Flight Attendant has completed two (2) years of service, the uniform allowance will increase by Twenty-Five Dollars (\$25) each year thereafter up to Three Hundred Dollars (\$300). This allowance must be used by the next anniversary date. For the purposes of this provision, if a uniform piece has been ordered from a Company designated uniform vendor it will be considered to have been “used” by the next anniversary date.
3. Subject to the maximum aggregate Company advance of Six Hundred Dollars (\$600), nothing herein shall prevent a Flight Attendant from purchasing additional items and paying for those items via payroll deduction at Thirty Dollars (\$30) per paycheck.
4. The uniform allowance will be available as a credit at the uniform provider or may be used to cover necessary items (for example, panty hose, socks, luggage, winter items, shoes). The uniform allowance may also be used to cover the cost of altering required or optional uniform pieces.

E. Union Insignia

1. Flight Attendants shall be permitted to wear the official Union insignia in the form of a pin or tie tack on a place visible on all Flight Attendant uniforms in one of the following areas:
  - a. On the side of the uniform opposite the wings and name bar.
  - b. As a tie tack.
2. Flight Attendants may wear the Union lanyard with their ID.
3. The Union insignia will be smaller than the Flight Attendant’s wings.

F. Termination, Furlough or Extended LOA

In the event a Flight Attendant is terminated, furloughed or takes a leave of absence for a period estimated to last in excess of thirty (30) days, the balance owed shall be deducted from the Flight Attendant's final paycheck.

## G. General

1. The uniform must be worn in a manner prescribed by the Company prior to show time at the hotel or at time of reporting for duty at Base and while leaving the airport at the end of a Duty Day and at such other times as authorized or required by the Company, except for Deadhead, ferry and/or commercial flight, as outlined in Section 14 (Scheduling), except that a Flight Attendant whose duty period begins or ends with an hour or more of ground transportation will not be required to be in full uniform during that period of transportation. A Flight Attendant who chooses to wear the uniform for a Deadhead, ferry or commercial flight must wear the complete uniform.
2. A Flight Attendant may wear approved winter items, such as a hat, scarf or gloves while in Uniform and wearing the approved winter coat. Onboard the aircraft, winter items may be worn at any time except when passengers are onboard, in which case winter items will only be worn if the cabin temperature is not subject to adjustment.
3. While in uniform, a female Flight Attendant must wear black shoes/boots with a heel that is no less than one (1) inch or more than two and one half (2.5) inches (from the back of the heel) with black socks/hose.
4. The purse of a female Flight Attendant will be placed inside another bag when she is walking through the terminal to go to/from the aircraft at the beginning or end of a Duty Day. Any purse carried by a Flight Attendant in the terminal during a Duty Day shall be limited to a plain black purse.
5. A Flight Attendant whose uniform/luggage is damaged or stolen while in the Company's possession will be reimbursed by the Company in conformity with the terms of its Policy and Procedure Manual which provision will not be amended without prior consultation with the Union.
6. The Union will be consulted prior to the uniform policy being changed. Upon request, the Company will meet and discuss the uniform policy with the Union.
7. Uniform payment deduction information will be included on each paystub.
8. The Company reserves the right to require a Flight Attendant to replace or discontinue wearing a uniform item that does not appear to be in good condition.

## SECTION 23

### GENERAL

- A. The Company recognizes and will work with the following Union Committees:
1. Benefits and Retirement Committee
  2. EAP/Professional Standards Committee
  3. Grievance Committee
  4. Hotel/Transportation Committee
  5. Negotiating Committee
  6. Safety, Health and Security Committee
  7. Scheduling Committee
  8. Uniform Committee
  9. Jumpseat Committee
- B. As a normal function of their duties, Flight Attendants will be required to collect refuse and otherwise tidy the aircraft. On occasion the Company may require the Flight Attendants to conduct cleaning of the type normally performed by ground cleaning personnel (e.g. removing trash, tidying up the cabin and seatback pockets, folding blankets, changing pillowcases, removing lavatory trash, replenishing lavatory supplies) in which case they will be paid for performing this added function pursuant to subsection E.2. of Section 3 (Compensation).
- C. Upon the death of a Flight Attendant, any pay and benefits due and owing, including unused earned vacation time, shall be paid to the Flight Attendant's designated beneficiary or the legal representative of her/his estate. To the extent a Flight Attendant has elected to cover her/his eligible dependents under the Company's group medical plan, the Company shall continue to provide medical benefits to the Flight Attendant's eligible dependents through the end of the calendar month in which the Flight Attendant's death occurred.
- D. Flight Attendants will be required to furnish their own flashlights and will not be required to pay for the use of any other equipment required for training or duty, including manuals. Required manual revisions will be distributed at the Flight Attendants' Bases, Crew Rooms (e.g. SNN, KWI, etc.) or onboard an aircraft. Nothing contained herein shall prevent the Company from initiating a system of distribution of electronic manual revisions.

- E. The Company will comply fully with all applicable federal, state and local statutes and regulations prohibiting employment discrimination with respect to all aspects of employment with the Company. The Company will not tolerate sexual or other forms of unlawful harassment in the course of employment.
- F. With the exception of items issued directly to individual Flight Attendants, a Flight Attendant will not be required to pay for damage or loss of Company property on or off any aircraft while performing her/his duties, unless caused by the gross negligence or intentional misconduct of the Flight Attendant.
- G. All notices to Flight Attendants involving a change in Base, transfer, furloughs, recalls, and leaves of absence will be stated in writing and may be sent via Electronic Means.
- H. It shall be the responsibility of the Company to ensure a Flight Attendant receives her/his renewed ID badge prior to the expiration of her/his current badge. A Flight Attendant will suffer no loss of MPG, and will not be disciplined, where the failure to timely receive her/his renewed badge prior to the expiration of her/his current badge is the fault of the Company.
- I. In the event that any provision of this Agreement conflicts with any Company policy the former shall take precedence.
- J. Flight Attendant Jumpseat
  - 1. A Flight Attendant will be required to wear her/his uniform while occupying the Flight Attendant jumpseat when traveling for personal reasons.
  - 2. Flight Attendants will have priority for available cabin jumpseats on Company aircraft, provided they satisfy all requirements to travel on the flight and are at the gate one hour prior to departure. A Flight Attendant who is on the aircraft inbound will be deemed to have satisfied this requirement. Available jumpseats for personal travel will be awarded to Flight Attendants in seniority order.
- K. Crew Meals
  - 1. The Company shall provide meals for Flight Attendants on flights where meals are provided to its customers and on ferry flights with a scheduled Block Time of more than four hours (04:00).
  - 2. On ferry flights of less than four hours (04:00) scheduled Block Time, the Company shall, at a minimum, provide bottled water and soft drinks. The Flight Attendants may eat passenger meals/snacks on flights of less than four hours (04:00), if available. Meals/snacks intended for upcoming flights may not be consumed.
- L. Any changes to this Agreement will be in writing.

- M. Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court having jurisdiction, such invalidation of a part of this Agreement will not invalidate the remaining parts thereof, which will remain in full force and effect. If any part of this Agreement is invalidated, either party may, upon thirty (30) days written notice to the other, request negotiations for an amendment specifically drafted to account for the invalidated part of this Agreement.
- N. The Company and the Union shall bear equally the cost of providing initial copies of this collective bargaining Agreement and any subsequent Letters of Agreement. The Company shall arrange the initial printing of the Agreement and shall bill the Union for half of the printing cost. The Union shall be responsible for the distribution of the Agreement to its members.
- O. Flight Attendants shall have their paychecks direct deposited. Pay check stubs will be made available on the Company's intranet. If check stubs are not available on the Company's intranet they will be mailed or sent electronically to the employees' addresses on file with the Company. Each Flight Attendant will be responsible for maintaining a current mailing address.
- P. Drug Testing and Alcohol Testing
- Flight Attendants shall be tested for alcohol and drug use pursuant to the Company's Substance Abuse Program in effect as of DOS and in accordance with the applicable FARs and DOT regulations. Unless required to comply with the 14 CFR Part 120 (Drug and Alcohol Testing Program) and other pertinent FARs or DOT regulations, the Company shall not materially change the alcohol or drug testing program for Flight Attendants without negotiating with the Union. Where the Company instructs a Flight Attendant to appear for an alcohol or drug test at a site away from her/his Base, the Company will arrange transportation or will reimburse actual taxi expenses incurred by the Flight Attendant.
- Q. Position Qualifications
- For purposes of filling vacancies, Displacement bumping, TDY bidding, and other utilization of System Seniority, a Flight Attendant must possess, or be able to obtain, the qualifications required for assignment to the Base or TDY where the Flight Attendant seeks to relocate. When qualifications are to be obtained, they must be obtained within two (2) Bid Months of being assigned to the Base or TDY unless a longer period is approved by the Company. During the period in which the Flight Attendant is attempting to obtain qualifications she/he may be assigned by the Company to an interim Base.

## R. Translator Utilization

When the Company determines that the advanced language skills of a translator are required, it may utilize the services of a contract translator or a Flight Attendant/Purser. A Flight Attendant/ Purser may volunteer for such assignment and must possess the requisite fluency. She/he will receive Two Hundred Dollars (\$200.00) per Duty Period during which translator services are provided. This translator pay shall be in addition to any other compensation paid to the Flight Attendant in conjunction with the Trip. All translator assignments must be scheduled and approved in advance by the Company.

**SECTION 24**

**DURATION**

Effective Dates of the Agreement

This Agreement shall become effective on the DOS, unless specifically noted otherwise, and shall continue in full force and effect until DOS+60 months and shall continue in effect until amended in conformity with the Railway Labor Act. The earliest date for service by either party of written notice to amend the Agreement in accordance with Section 6, Title 1, of the Railway Labor Act shall occur no earlier than DOS+48 months.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR THE FLIGHT ATTENDANTS IN  
THE SERVICE OF OMNI AIR  
INTERNATIONAL**

**FOR  
OMNI AIR INTERNATIONAL**

\_\_\_\_\_  
Sara Nelson, President  
Association of Flight Attendants  
CWA, AFL-CIO

\_\_\_\_\_  
Jeff Crippen  
President and CEO

\_\_\_\_\_  
Bradley Butterfield  
OMNI MEC President OAI, AFA-CWA

\_\_\_\_\_  
John Reise  
Negotiations Committee, AFA-CWA

\_\_\_\_\_  
Beth DeProspero  
Staff Negotiator AFA-CWA